

BOROUGH OF PARAMUS

And

PARAMUS CONFIDENTIAL EMPLOYEES

COLLECTIVE BARGAINING AGREEMENT

January 1, 2012 through December 31, 2013

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PREAMBLE

This Agreement made effective this _____ day of _____, 2012 by and between the BOROUGH of PARAMUS, in the County of Bergen, State of New Jersey, a public employer of the State of New Jersey (hereinafter referred to as the "Borough"), and the PARAMUS CONFIDENTIAL EMPLOYEES.

.....

ARTICLE I
RECOGNITION

The Borough recognizes the Confidential as the exclusive representative for the purpose of collective negotiations with respect to the terms and conditions of employment of all regular Confidential employees employed by the Borough.

ARTICLE II
PROBATIONARY PERIOD

Following an appointment to a full-time position of employment, employees shall be probationary employees for a six (6) month period.

ARTICLE III
MISCELLANEOUS

- A. In all references to any parties, persons, entities or corporation, the use of any particular gender or the plural of singular number shall be deemed to refer to and include the appropriate gender or number, as the text may require.
- B. All pay and benefits due the employee shall, upon the employee's death, be paid to his estate.

ARTICLE IV
OPEN DOOR POLICY

- A. Nothing in the Agreement shall prohibit any employee from discussing any matters of interest with the Borough representatives at meetings mutually set up for the purpose of fostering communications between employees and management.
- B. The Confidential employees and Borough hereby acknowledge that such meetings as described in "A" above are not meant to circumscribe the grievance procedure herein, nor are they meant as a substitute for collective bargaining.
- C. Advance notice of such meetings shall be provided to the Confidential employees.

ARTICLE V
MANAGEMENT RIGHTS

A. The Borough hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it prior to and after the signing of the Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting, the generality of the foregoing, the following rights:

1. The executive management and administrative control of the Borough and its properties and facilities and the activities of its employees.
2. To suspend all employees and to determine their qualifications and conditions of continued employment or assignment and to promote and transfer employees.
3. To suspend, demote, discharge or take other disciplinary action for good cause.
4. To establish a code of rules and regulations of the Borough for the operation of the Borough.
5. To develop and implement a semi-annual Employee Evaluation Program, in conjunction with the Confidential, the results of which shall be discussed annually with the employee. The findings of such evaluation shall be discussed and considered by the Borough and the Confidential during salary negotiations.

B. Nothing contained herein shall be considered to deny or restrict the Borough in its exclusive right to administer the Borough and control the work of its personnel, nor deny or restrict the Borough in any of its rights, responsibilities and authority under N.J.S.A 40, 40a, 11 or any other national, state or other laws or ordinances.

ARTICLE VI
NO STRIKE

A. It is recognized that the need for continued and uninterrupted operation of the Borough's departments and agencies is of paramount importance to the citizens of the community and that there should be no interference with such operations.

B. Adequate procedures having been provided for the equitable settlement of grievance arising out of this Agreement, parties hereto agree that there will not be and that the Confidential, its officers, members, agencies or principals will not engage in, encourage, sanction or suggest strikes, slowdown, lock-outs, mass resignations, mass absenteeism or other actions which would interfere with the normal operations of the Borough.

ARTICLE VII
CONTINUED WORK OPERATIONS

A. The Confidential shall not engage in any job action, strike, work stoppage, sit down, sick call action, boycott or any other interference with the operations of the Borough during the term of this Agreement. The Confidential agree that they will use its best efforts to prevent acts forbidden herein on the part of the employees or group of employees and in the event any such acts by an employee take place, the Confidential agrees to use their best efforts to cause immediate cessation thereof.

B. The Borough will not engage in any lockout of employees covered by this Agreement.

ARTICLE VIII
DUES CHECKOFF AND INDEMNIFICATIONS
"NOT APPLICABLE"

ARTICLE IX
REPRESENTATION FEE
"NOT APPLICABLE"

ARTICLE X
GRIEVANCE PROCEDURES

A. DEFINITIONS

The term "grievance" as used herein means any controversy arising over the interpretations, application or alleged violation of policies or administrative decision affecting terms and conditions of employment of the express terms of this Agreement, and may be raised by an individual unit employee, a group of unit employees or the Association, at the request of any such individual or group (hereinafter referred to as the "grievant").

B. PURPOSE

The purpose of this grievance procedure is to secure an equitable solution to grievances as herein defined. The parties agree that grievances should be resolved at the lowest possible administrative level. Therefore, no grievance shall bypass any step of the grievance procedure except as expressly provided herein and any failure to prosecute a grievance within the time period provided shall constitute an absolute bar to relief and shall stop the grievant from prosecuting his grievance in any forum thereafter. The instant grievance procedure constitutes the sole and exclusive methods for raising and disposing of controversies within the definition of the term.

C. PROCEDURE

1. Step One – Borough Council Liaison

a. A Grievant must file his grievance in writing with the Borough Council Liaison within thirty (30) days of the occurrences of the matter complained of. A copy shall be provided to the Association Grievance Chairman and the Borough Council Grievance Chairman/Chairman of Negotiations.

b. The written grievance must identify the grievant(s) by name(s) and be signed by him (them) and the Association Grievance Chairman. It must set forth a statement of the facts constituting the grievance, the approximate time and place of occurrence of the facts leading to the grievance, the names of all Borough representatives whose action or failure to act forms the basis of the grievance, the specific contract provision(s), if any, forming the basis of the grievance and must set forth the remedy sought by the grievant.

c. The Borough Council Liaison shall investigate and render a written response, which shall be given to the grievant within (10) working days from the receipt of the grievance.

2. Step Two – Mayor and Council

In the event the grievance is not resolved to the grievant's satisfaction at Step one, or in the event the Borough Council Liaison has not served a timely written response at Step one, then within the five (5) working days after the response date set forth in Step One the grievant may present the written grievance and any written response(s) received at Step One to the Mayor and Council. Upon receipt of the grievance by the Mayor and Council, meeting shall take place within thirty (30) days and the response shall be given twenty (20) days thereafter.

3. Step Three

The parties agree that in the event the last step of the procedure is not satisfactorily resolved, the Confidential may, within twenty (20) day request that binding arbitration be instituted by serving said request upon the Borough and upon the New Jersey Public Employment Relations Commission.

The parties agree that in the event the last stop of this procedure is not satisfactorily resolved, the Confidential may, within twenty (20) days request that binding arbitration be instituted by serving said request upon the Borough and upon the New Jersey Public Employment Relations Commission. The parties agree to be bound by the Rules and Regulations of the commission regarding grievance arbitration.

- a. The decision of the arbitrator shall be in writing and shall set forth reasons for such decision.
- b. The arbitrator shall *decide only the single grievance submitted to him unless the parties, by mutual consent have agreed to submit multiple grievances to the same arbitrator.*
- c. The arbitrator's decision shall be final and binding upon all parties.
- d. The costs of the arbitrator shall be borne equally by both parties. Any other costs shall be borne by the party incurring the same.
- e. Should either party request a transcript of the hearing, the cost of same shall be borne by the requesting party. Should both parties agree to receive a copy of the transcript then the cost shall be borne equally by the parties.
- f. The time limits expressed herein shall be strictly adhered to. Any grievance which is not forwarded to the next step by the Confidential within the specified time period shall be deemed abandoned. Any grievance which is not answered by the Borough or its agents within the specified time period shall be deemed denied and may proceed to the next step. Nothing contained herein shall prevent the parties from mutually agreeing to extend the time limits for processing the grievance at any step in the procedure.
- g. Nothing contained herein shall prevent an employee from filing his/her own grievance and representing himself/herself at all internal steps within the grievance procedures. The Confidential must, however, be informed by the Borough of any such meeting and shall have right to be present at said meeting in order to present the Confidential's position. At no time, however, shall any individual be permitted to process his/her own grievance to arbitration. This may be done only by the Confidential employees.

ARTICLE XI
HOURS OF WORK

Departmental Supervisors are responsible for the operation of their respective Departments and therefore no specific hours can be determined.

ARTICLE XII
TRANSERS – ASSIGNMENTS – NEW POSITIONS

- A. Employees may be temporarily reassigned, without loss of pay or benefits, by the Borough to alternate positions for which they are qualified to meet emergency situations.
- B. In the event a position is eliminated by the Mayor and Council, this Article will not apply.
- C. In the event a new position is created by Mayor and Council, the salary shall be negotiated.

ARTICLE XIII
ROTATION ALLOWANCE
"NOT APPLICABLE"

ARTICLE XIV

WAGES

1. The wages to be paid under the provisions of the Agreement shall be as set forth in Ordinance No. _____

<u>Title</u>	<u>2012</u>	<u>2013</u>
CFO	0	1.5%
Treasurer	0	1.5%
Borough Clerk	1.5%	1.5%
Director of IT	0	1.5%
Assistant Director of IT	0	1.5%
Secretary to the Chief of Police	1.5%	1.5%
Administrative Secretary	1.5%	1.5%
Municipal Court Administrator	0	1.5%
Afford Housing/Rehab Coordinator	0	1.5%

ARTICLE XV
HOLIDAYS

A. For each year of this Agreement, employees shall be entitled to the following paid holidays:

New Year's Day
Martin Luther King
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Day after Thanksgiving Day
Christmas Day

B. An additional one-half (1/2) day will be provided on Christmas Eve and New Year's Eve if those days fall on the employee's regularly scheduled work day.

C. Holidays falling on Saturday shall be celebrated on the preceding Friday and holidays falling on Sunday shall be celebrated on the following Monday. In the case of those employees regularly working other than Monday through Friday, holidays falling on their regular day off shall be celebrated on their next following regular work day. Each supervisor shall observe the same holidays as their employees.

D. If a Confidential employee is required to work on a holiday, he/she shall receive compensatory time off for the hours worked at straight time.

E. Each Confidential shall be required to observe the same holidays as their employees.

ARTICLE XVI
VACATIONS

- A. Vacations shall be provided to members of the bargaining unit in accordance with the following schedule:
1. During the first calendar year one (1) week for every quarter of employment to maximum of four (4) weeks.
 2. Years one (1) through completion of year fourteen (14) = 4 weeks
 3. Years fifteen (15) through completion of year twenty four (24) = 5 weeks
 4. Year twenty five (25) = 5 weeks + 1 day
 5. Year twenty six (26) = 5 weeks + 2 days
 6. Year twenty seven (27) = 5 weeks + 3 days
 7. Year twenty eight (28) = 5 weeks + 4 days
 8. Year twenty nine (29) = 6 weeks
- B. Vacation entitlement shall be calculated on a calendar year basis and shall be based upon the portion of the previous year which the employee was actively employed by the Borough.
- C. Vacation must be taken by no later than March 31st of the succeeding calendar year unless, due to the request of the Borough or the employee, it may be deferred by Mayor and Council approval. In the event, it may be deferred to the next succeeding December 31st only.
- D. Scheduling of all vacations shall be at the discretion of the Borough.
- E. Pay for vacation periods consist of regular base pay.
- F. Procedural aspects of vacations scheduling shall be determined by the Borough.
- G. Vacation will be capped at 20 days for all new hires effective January 1, 2011, and those promoted to the Paramus Confidential Employees titles. Lateral transfers from within the Borough organization would not be affected and are considered grandfathered.

ARTICLE XVII
INSURANCE BENEFITS

A. The Borough reserves the right to change carriers at its option, provided that equivalent benefits are maintained and that there has been consultation with the Association.

B. The Borough shall continue to pay for a full family hospitalization insurance for employees who work twenty five (25) or more hours a week.

C. Pursuant to N.J.S.A 40A:10-23, employees having worked for the Borough of Paramus for at least twenty five (25) years shall, upon retirement, receive full family hospitalization insurance paid in full by the Borough.

D. The Borough agrees to provide, at no cost to the employee, a family dental plan, namely Delta Dental Plan II-B with child orthodontic coverage.

E. The Borough agrees to furnish to each employee, spouse and family, the Borough Vision Plan. Said plan provides for selection of a doctor of the own choice subject, however, to reimbursement in accordance with a schedule made a part of the plan. The maximum payment per employee family per year is as follows.

2012 - \$500

2013- \$500

F. The Borough shall furnish to each employee a Prescription Plan which shall consist of the same plan as negotiated by the Borough with Teamster Local 97 of NJ.

ARTICLE XVIII

SICK LEAVE SERVICE CONNECTED INJURIES AND TERMINAL LEAVE

A. Employees who are temporarily unable to work by reason of injury or illness which does not result or arise from their employment with the Borough shall nevertheless be entitled to receive compensation in the form of full paid sick leave to the extent set forth hereinafter during the period of their disability.

B. Each employee shall be entitled to unlimited sick leave. Abuse of this provision will result in termination.

C. As a condition of sick leave, the Borough may require a doctor's note from an employee who has been sick for three consecutive days or has shown a pattern of abuse as to the employee's incapacity for duty. The Borough may also require the employee to provide written certification from the attending physician as to the employee's fitness to return to duty. Should the Borough require a doctor's note when the employee has not been treated or is not being treated by a physician, the cost of the visit will be the responsibility of the Borough.

D. An unwarranted claim by an employee of sick leave privileges shall be grounds for disciplinary action against sick employee.

E. The Mayor and Council, in their discretion, may require a doctor's note when the employee is out for three (3) or more consecutive days or when there is a pattern of abuse.

F. If an injury is suffered by an employee which is determined to be compensable under Worker's Compensation Law of New Jersey, the Borough shall continue such employee's full pay as the employee continues to receive temporary disability benefits for a period not exceeding one (1) year. Payment made to any employee of Worker's Compensation as temporary disability benefits shall be deducted from any salary payments made by the employer under the provisions of this section, or, if the Borough has made such a full salary payments prior to receipt of the temporary disability payments by the employee, the employee shall assign or pay said benefits to the Borough when they are received. It is understood that the intent of this paragraph is that no employee shall receive less than full pay while suffering from a compensable temporary disability, but that no such employee shall received more than full pay for such a period of time lost excluding the employee's personal insurance programs.

1. If an employee injures him/herself in the course of employment by the Borough in which he is entitled to receive temporary disability benefits under the New Jersey Worker's Compensation Act, the Borough of Paramus shall pay the employee injured his full and usually pay while the employee is receiving temporary disability benefits.

2. The employee agrees to pay to the Borough of Paramus the full amount of all temporary disability benefits received from the Workers Compensation Insurance Company carrier, representing temporary disability payments for all weeks during which the Borough has paid the employee full pay while said employee has been unable to work as a result of a compensable injury incurred in the course of employment.

3. Said employee shall further cooperate fully with the Workers Compensation Insurance carrier in order to avoid any suspension or delay in receipt of any temporary Workmen's Compensation disability benefits.

4. Any suspension or delay in the receipt of the temporary disability benefits caused by the employee shall be reason for the Borough to discontinue the payment of its full salary under this Agreement.

5. The employee hereby authorizes the Borough's Workers Compensation Insurance carrier to forward all payments of temporary disability payments directly to the Borough so that the check or draft may be endorsed over to the Borough by the employee immediately.

ARTICLE XIX
BEREAVEMENT LEAVE

A. Employees shall receive up to five (5) consecutive days leave with no loss of straight time pay, which may be taken in the event of the death of a member of the immediate family and which must be taken between the date of death and the day of the funeral. In those religions where custom dictates, a period of mourning may be observed for no more than five (5) consecutive days.

B. The immediate family shall include only the employee's spouse, parents, children, grandchildren, parents-in-law, brothers, sisters, brother-in-law, sisters-in-law, grandparents, or other relatives residing (as a normal member of a household) with the employee.

ARTICLE XX
PERSONAL DAYS

A. Two (2) days per calendar year, which will not accumulate if unused, may be taken by employees for personal reasons to conduct business or tend to affairs which cannot be accomplished during non-working hours.

B. One (1) week's advance notice shall be provided to the Department Head, except in cases of emergency where such notice is not possible. In that event, as much notice as possible will be provided.

C. Personal days shall be granted only if the normal work operation will not be affected thereby.

ARTICLE XXI
MILITARY LEAVE

Military leave shall be provided in accordance with applicable law.

ARTICLE XXII

JURY DUTY

A. Employees called for jury duty shall be granted leave with straight time pay less any compensation they may receive for attending required jury duty.

B. If an employee is required to serve on jury duty, such employee shall be required to notify the Mayor and Council in advance and report for their regularly assigned work on the calendar day immediately following their final discharge from jury duty. If discharged from jury duty prior to the end of the work day, employee shall report for work for the duration of the workday, unless excused by the Mayor and Council.

C. If there is a change in the originally established jury duty leave, the employee must notify the Mayor and Council to make the necessary arrangements to return to work, otherwise, the employee shall receive no pay from the Borough.

D. Employees are expected to cooperate with the Borough and report to work when possible. The Mayor and Council must be notified in advance of any day that they are not required to report for jury duty.

E. Jury duty, on an unscheduled work day, shall not be paid by the Borough.

ARTICLE XXIII
MATERNITY AND PATERNITY LEAVE

A. An employee with one (1) year or more of service shall be granted by a thirty (30) day notice, maternity or paternity leave without pay for up to twelve (12) months' duration, and shall be returned to work without loss of seniority and longevity provided that the employee notifies the Administrative Assistant to the Mayor and Council and/or the Governing Body's Labor Negotiating Committee Chairperson no later than after six (6) months of leave that he/she intends to return. Longevity and seniority, however, shall not accrue during such leave.

B. The employee, at his/her discretion, may use vacation time or personal days before being taken off payroll. Such time shall be part of the twelve (12) months. Upon return from such maternity or paternity leave, the employee shall be returned to work in a comparable position at a comparable rate of pay except when reduction in force has occurred.

C. Payment of insurance coverage during such leave shall comply with the NJ and Federal Family Leave Acts.

ARTICLE XXIV
UNPAID LEAVES OF ABSENCE

A. An employee may be granted a leave of absence without pay upon his request, at the discretion of the Borough.

B. An employee on leave of absence without pay (except military leave), does not accrue vacation leave, sick leave, or any other benefits, including seniority. No payments will be made to the pension system or health plan during this leave of absence, however, unless the employee agrees to reimburse the Borough's costs.

C. A leave of absence shall not exceed three (3) months in length but, shall be re-evaluated every 30 days by the Mayor and Council.

D. Employees are required to notify the Borough of the anticipated date of return, as soon as such date is known to the employee. Failure to return on such date without notice maybe considered a voluntary resignations.

E. The Borough shall have the sole discretion in matters of leaves of absence and each decision made shall be on its own merits. In no event shall the decision whether or not to grant a leave be precedential as to any other decision regarding a leave nor shall denial be the subject of a grievance.

ARTICLE XXV

SAFETY COMMITTEE

The Confidential may appoint a committee, not to exceed (2) persons, to meet the Borough's representatives as needs arise to discuss and make recommendations relating to the safety of the employees and the public.

ARTICLE XXVI
NON-DISCRIMINATION

Neither the Borough nor the Confidential shall discriminate against any employee because of race, creed, religion, color, age, sex, national origin, ancestry, physical handicap, medical condition, disability, marital status, veteran status, citizenship status, sexual orientation or other protected group status.

ARTICLE XXVII
BULLETIN BOARD

The Borough will allow for the use of bulletin boards in non-public areas of Borough buildings for Confidential notices. These bulletin boards shall be used only for notices pertaining to Confidential business. It shall be the responsibility of the employees' representatives to supervise the posting of notices which shall not include any political endorsements or political material.



ARTICLE XXIX
SEPARABILITY AND SAVINGS

If any provision of this agreement or any application of this agreement to any employee, member or group of employees or members is held to be invalid by operation of law by any Court, administrative body or other tribunal of competent jurisdiction, then the parties agree to reopen negotiations with respect to said invalid provision only.

ARTICLE XXX
SHOE ALLOWANCE
"NOT APPLICABLE"

ARTICLE XXXI
LONGEVITY

A. For employees hired prior to January 1, 1988, the following shall apply:

Effective on January 1st following completion of the designated year of service, longevity shall be computed upon the following schedule to a maximum of 10%.

<u>Years of Service</u>	<u>Percentage of Base Pay</u>
5	2.0%
6	2.4%
7	2.8%
8	3.2%
9	3.6%
10	4.0%
11	4.4%
12	4.8%
13	5.2%
14	5.6%
15	6.0%
16	6.4%
17	6.8%
18	7.2%
19	7.6%
20	8.0%
21	8.4%
22	8.8%
23	9.2%
24	9.6%
25	10.0%

B. Any employee currently employed by the Borough who shall become employed prior to January 1, 1988 and who would be entitled to and receiving longevity or who is promoted to and becomes a member of this bargaining unit shall retain longevity benefits as outlined above.

C. Longevity will not apply to any new Confidential employee hired on or after January 1, 1988.

ARTICLE XXXII
UNIFORMS
"NOT APPLICABLE"



:thout just cause.



ARTICLE XXXIV
DIVISION OF WORK

Supervisors have no scheduled hours.

IE

ing of this Agreement.

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II

Seven Hundred Fifty Dollars (\$750.00) tuition
is to maintain or improve a current skill.
Mayor and Council as being in the
reasonably denied.

provide the Borough with a receipt or
received a passing grade for the course.
by the Borough or by State statute shall
cost the Seven Hundred Fifty Dollars

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position and for which courses tuition
be employed of the Borough for at least two
the event of a failure on the part of
Mayor or employees shall reimburse the



ARTICLE XXXVII
BOROUGH VEHICLE POLICY
"NOT APPLICABLE"

ARTICLE XXXVIII
INDEMNIFICATION

The Borough shall indemnify and save harmless all employees covered by the terms of this Agreement from and against any and all claims, actions, damages, liability and expenses, including but not limited to attorney's fees and costs, which arise from the conduct, acts or omissions of those employees in the performance of their employment responsibilities, subject to the provisions hereinafter set forth. The Borough shall, at its own expense, defend any and all claims, actions, suits and proceedings which maybe brought against any employee with respect to the foregoing or in which they may be impleaded, commencing at the inception of the claim, action, suit or proceeding. The Borough reserves the right to approve the employee's choice of an attorney for purposes of representation in the defense of such claim, action, suit or proceeding. The Borough shall pay, satisfy and discharge any and all judgments, orders and decrees which maybe recovered against any employee in connection with the foregoing.

The provisions of this Article shall not be deemed applicable where such damages arise out of an action brought against the employee by the Borough itself; where the employee has been found to have acted with actual fraud or actual malice; in cases of willful misconduct; where the employee has been found guilty of criminal conduct; where the employee is found to have acted in violation of any municipal code of ethics; or where the acts committed by the employee cannot be covered by insurance.

Since the Borough of Paramus prohibits harassment of its employees in any form, any individual charged with harassment in a civil action or by way of an administrative complaint shall be solely responsible for paying all costs of defense and/or damages resulting therefrom which shall be awarded by a proper court of law or by an administrative hearing unless the Mayor and Council agree otherwise in writing.

REPRESENTING

PARAMUS CONFIDENTIAL EMPLOYEES

2012

PARAMUS CONFIDENTIAL


BOROUGH OF PARAMUS

ATTEST:



~~Toni Falato~~ ANNEMARIE KRUSZNIS
Borough Clerk

Richard A. LaBarbiera, Mayor






Patricia C. Smith, Administrative Secretary
Administrative Office


Raymond Herr
CFO/Treasurer

Deborah Ryen, Executive Secretary
Chief of Police



Tony Ljubicich
Director of IT

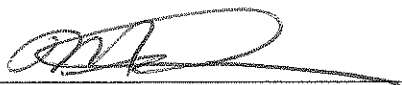




Cynthia Holmes
Municipal Court Administrator

Evey Johnson
Treasurer





Diane Marichal
Affordable Housing/Rehabilitation Coordinator

Michael Colombini
Assistant Director of IT

REPRESENTING
PARAMUS CONFIDENTIAL EMPLOYEES
2012

PARAMUS CONFIDENTIAL


BOROUGH OF PARAMUS

ATTEST:



Toni Falato
Borough Clerk

Richard A. LaBarbiera, Mayor



Patricia C. Smith, Administrative Secretary
Administrative Office



Raymond Herr
CFO/Treasurer

Deborah Ryen, Executive Secretary
Chief of Police



Tony Ljubichich
Director of IT