

AGREEMENT BETWEEN
THE BOROUGH OF ROSELLE

AND

LOCAL 32 OPEIU
(BLUE COLLAR UNIT)

January 1, 2018 THROUGH December 31, 2021

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PREAMBLE

THIS AGREEMENT is reached and entered into this __ day of _____, 2020 by and between the BOROUGH OF ROSELLE (“Employer”) and LOCAL 32 OPEIU (“Union”).

ARTICLE 1: RECOGNITION

- A. Recognition. The Borough of Roselle, hereinafter referred to as the employer or the Borough, recognizes OPEIU, Local 32, hereinafter referred to as the union, as the sole and exclusive bargaining agent with respect to all matters involving terms and conditions of employment to the fullest extent allowed with meaning of the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A, et. seq., for all full time employees of the Department of Public Works employed in the following titles:
1. Senior Mechanic
 2. Mechanic
 3. Mechanic's Helper
 4. Equipment Operator
 5. Truck Driver
 6. Laborer
- B. Excluded Titles. The following job titles are specifically excluded from the list recognized titles.
1. Superintendent of Public Works
 2. Assistant Superintendent of Public Works
 3. Recycling Coordinator
 4. Clerk
 5. Clerk Typist
 6. Foreman
 7. Field Supervisor
 8. All employees in recognized bargaining units.

ARTICLE 2: MANAGEMENT RIGHTS

- A. The Borough of Roselle retains and reserves unto itself, without limitations all, powers, rights, authority, duties, and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey, and of the United States, including, but not limited to the following:
1. The executive management and the administrative control of the Borough's government and its properties and facilities and the activity of its employees;
 2. To hire all employees and, subject to the provision of law, to determine their qualifications and conditions for continued employment or assignments, and to promote or transfer employees;
 3. To suspend, promote, demote, transfer, assign, reassign, discharge, or take other disciplinary action for good and just cause according to law;
 4. To establish and enforce a code of rules and regulations of the Department for the operation of the Department;
 5. To take whatever action may be necessary to carry out the mission of the governing body in cases of emergency;
 6. All other management right as stated in the balance of the Agreement.

The parties understand that the governing body, not the employees, possess both the authority and the responsibility for governing the municipality as provided by law. Nothing herein shall be construed to deny or restrict either party of, or in its rights, responsibilities under N.J.S.A. Titles 11, 34, 40 and 40A or any other national, state, county, or other applicable law.

ARTICLE 3: UNION REPRESENTATION

- A. Union Representatives. The employer recognizes the right of the union to designate a shop steward and up to two (2) assistant shop stewards to act on its behalf.

- B. Related Responsibility. The shop steward and/or assistants shall be permitted, without loss of pay, to investigate, present, and process grievances and may participate in the discussion and review of any contemplated or proposed disciplinary actions or hearings and to engage in other union related activity subject to the following parameters and understandings:
 - 1. Not more than two (2) of the three (3) designated leaders may simultaneously use work time unless the Department head or Borough Administrator has authorized an exception.

 - 2. The Department head or the senior management representative on duty in his absence shall be notified when any of the three (3) designated leaders are going to use work time to fulfill their union duties and responsibilities.

 - 3. It is understood that the fulfillment of their union duties and responsibilities shall not unreasonably interfere with the work and productivity of the department.

 - 4. During any formally declared emergency or any weather related work assignment there shall be no use of work time by the designated leaders to fulfill their union duties and responsibilities.

ARTICLE 4: SUPERVISORY AND OTHER EXCLUDED PERSONNEL

- A. **Bargaining Unit Work.** It is mutually recognized that in the course of the normal workday and during scheduled or unscheduled overtime, all work normally assigned to members of the bargaining unit shall be performed by the members of the bargaining unit. The determination of the rate of pay shall be based upon the adopted pay scale and/or “temporary transfer” and “out of title” clauses contained elsewhere in this Agreement.
- B. **Assignment of Work.** The recognition of work normally done by the bargaining unit as stated in paragraph “A” above does not, in any way, interfere with the right and obligation of management to hire or assign personnel in a manner consistent with the terms of this Agreement, the Departmental rules and regulations, and any other pertinent local county, state or federal regulations or statute.
- C. **Utilization of Management Personnel in Training, Coordination of Work and Emergency Situations.** Management personnel may operate vehicles and equipment normally assigned to or utilized by members of the bargaining unit in the following circumstances:
1. For the purpose of training a particular individual or showing a work crew how to accomplish a particular task.
 2. Moving equipment to or from the DPW garage so as not to interfere with the productivity of a work crew.
 3. When vehicles or equipment must be operated to complete a job and there are no qualified personnel available on any job site with the Borough.
 4. During a declared emergency or a weather related assignment when time is of the essence until such time that a qualified member of the bargaining unit can get to the job site.
 5. During break or rest period in an extended work day or evening; i.e., snow plowing at night after a full work day or a work day that goes beyond twelve (12) hours.

ARTICLE 5: DUES CHECK OFF

- A. Payroll Deduction. The employer shall regularly deduct from the paycheck of all member of the bargaining unit the amount pro rata of dues, initiation fees, and any other payments due to the union.
- B. Verification & Notice. It shall be the responsibility of the union to provide written notice to the employer of all payroll deductions and all changes in the amount thereto.
- C. Timely Compliance. The employer shall initiate a payroll deduction or any change thereto as soon as reasonably practical upon receipt of the aforementioned written notice.
- D. The Union will indemnify the Employer for any and all claims and legal fees which arise due to the provision of this Article.

ARTICLE 6: REPRESENTATION FEE IN LIEU OF DUES

- A. Notice. If an employee in the bargaining unit is not a member of the union during the term of this Agreement or during any period between successive agreements that employee shall be required to pay a representation fee to the union. The representation fee shall be equal to eighty-five percent (85%) of the sum of the regular membership dues, initiation fees or assessments or the maximum amount permitted by statute, whichever is higher.
- B. Payroll Deduction. The payment of the representation fee shall be administered by the same manner as the union dues check off, as stipulated in Article 5 of this Agreement.
- C. Purpose. The purpose of this article is to provide for payment of the representation fees as set forth in Chapter 477 of the Public Laws of 1979 of the State of New Jersey or amendments thereto. Anything hereto that may be inconsistent with said law shall be deemed to be changed to conform to said law. The union has represented that it has established a “demand and return” system pursuant to the foregoing law that is available to employees who pay the representation.
- D. The Union will indemnify the Employer for any and all claims and legal fees which arise due to the provision of this Article.

ARTICLE 7: WORK SCHEDULE & OVERTIME

- A. Recognized Work Time, Meal Time and Break Time. The standard eight (8) hour workday shall commence the beginning of the assigned workday and continue uninterrupted unless an employee is absent from the workplace. There shall be no cessation of the paid workday for one meal break lasting thirty (30) minutes. A fifteen (15) minutes rest break shall be permitted during each four (4) hour work period, however this rest break shall not be compensated worktime. The mealtime shall commence with the return to the work yard. The break time shall begin with the cessation of work at the assigned job site.

- B. Standard Weekly Schedule. The standard weekly schedule shall be from Monday through Friday beginning at 7:00 a.m. and ending at 3:30 p.m. Those individuals assigned to Sanitation duties shall have a standard weekly schedule of 6:00 a.m. to 2:30 p.m. A temporary adjustment to this schedule can be made with seven (7) calendar days' notice. A temporary adjustment may be made with less than seven (7) calendar days' notice if there is no objection from the affected employees. These adjustments may be made per individual or on a group basis.

- C. Seasonal Adjustment to the Standard Schedule. Beginning with the first Monday in June and concluding with the last Friday in August, the standard weekly schedule shall be adjusted to permit a shift to commence the workday one (1) hour earlier and terminate the shift one (1) hour earlier during this period. Those individuals assigned to Sanitation duties shall work 5:00 a.m. to 1:30 p.m. during this period.

- D. Extension of Regular Workday. Beginning with the 41st compensable hour worked in a workweek (a sick, or compensatory day does not count toward the achievement of working 40 compensable hours), an employee shall be entitled to 1.5 times the hourly pay rate according to the adopted salary schedule or out of title pay, as appropriate. Management shall have the option of extending the regular workday up to two hours, at the overtime rate, for the purposes of completing a task or assignment. Barring confirmation of a medical appointment this type of overtime assignment shall not be optional.

For overtime purposes, vacation days may be used toward a forty (40) hour work week.

- E. 4 Hour Minimum Overtime After Release From the Workday. An employee who has been released after an eight (8) hour work day and then is called back to work shall be paid four (4) hours or the actual number of hours worked, whichever is longer, at the overtime rate. Any additional recalls within the same twenty-four (24) hour period shall be paid at the overtime rate for a one (1) hour minimum or actual hours worked, whichever is longer.

- F. Overtime on New Years Day, Christmas Day, Thanksgiving Day, Easter and Labor Day. In addition to the three (3) hour minimum stipulated above all, all overtime that occurs on or begins on New Year's Day, Christmas Day, Thanksgiving Day, Easter and Labor Day shall be paid at double time. Double time is defined as twice the regular hourly rate of pay.

- G. Recall Overtime Work After Conclusion of the Workday or on Holidays and Weekends. Every six (6) months the Superintendent shall call for a voluntary sign-up to the recall roster. Once an employee volunteers to be on the roster they may not remove their name.

After the employee group has been released from the workday or the workweek and it becomes necessary to recall personnel the selection shall be made on a rotating basis with each job title. Employees who respond to a recall overtime assignment shall be guaranteed a minimum that is at least equal to three (3) hours of pay. Employees who fail to respond to an overtime recall three (3) or more times will be removed from the list and may be subject to disciplinary action.

- H. Retention in an Overtime Status. Once the work day has been extended or once an employee returns to work as a result of an overtime call-in it shall not be up to the employee to select the end of the work period.
- I. Emergency Overtime. Unit members are considered “essential employees” of the Borough. When inclement weather occurs resulting in the need for members of the bargaining unit to or when the Mayor and/or administrative authority has declared an emergency all personnel who are called shall be required to report. Failure to report shall result in disciplinary action. If a State of Emergency is declared by the Governor and other Borough Operations are closed (i.e., Borough Hall), any member who works during the State of Emergency will earn one (1) extra vacation day for each day of the State of Emergency or until Borough Hall reopens. The extra vacation day(s) earned cannot be used on the next business day after the emergency has been lifted.
- J. When an employee has worked for a period of ten (10) consecutive hours, and, at the employers’ discretion, the employer cannot provide said employee a thirty (30) minutes rest period , the employee shall be paid two (2) additional hours at the overtime rate, provided that the employee shall continue to work a minimum of ten (10) continuous hours beyond the contemplated rest period. This provision shall apply for every block of ten (10) consecutive hours the employee works without being provided a thirty (30) minute rest period.
- K. Overtime Rotation. All full-time unit employees are eligible for overtime. The overtime rotation list will be approved by the Superintendent of Public Works or designee, in consultation with the union president or designee. Overtime shall be on rotating basis using seniority (hire date). The overtime rate to be paid shall be based upon the applicable rate for the particular job title needed to perform the work being done. The Superintendent or his designee shall post no later than each Wednesday a list for scheduled weekend overtime (if any) (now called the “Scheduled Overtime List”, which expressly does **not** include emergency or unforeseen overtime demands). The Scheduled Overtime List (setting forth the names of the eligible employees for the work that weekend) shall remain posted from 7 a.m. on Wednesday until 3:30 p.m. Thursday. Employees shall sign the Scheduled Overtime List acknowledging their acceptance of the overtime assignment. In the event an employee is on the Scheduled Overtime List and is not working on the Wednesday the posting is made solely because of a previously scheduled and approved vacation day, holiday, or floating personal day, the Superintendent (or designee) shall call such employee (on Wednesday) at the employee’s designated telephone number; said employee shall have thirty (30) minutes to speak with the Superintendent (or the designee) verbally accepting

the overtime. If the employee calls outside of the thirty (30) minutes allotted, does not return the call at all or refuses the overtime, the overtime opportunity shall be offered to the next eligible employee. By the end of business on Thursday, the Superintendent (or designee) shall post the approved Scheduled Overtime List. Any listed employee who cannot accept an overtime assignment due to an unscheduled absence, other than a sick day, will be moved to the bottom of the list. Any listed employee who is out due to a scheduled absence, other than a sick day, will be moved to the bottom of the list. Any listed employee who is out due to a scheduled absence or sick day will not be offered overtime on that day, except in case of emergency. Any listed employee who declines an overtime assignment three (3) times within any 6-month period commencing January 1st or July 1st will be removed from the overtime rotation list for the remainder of that period, and will not be eligible again until the next following January 1st or July 1st. Vacation or personal days can be used toward a 40 hour work week for overtime purposes.

ARTICLE 8: GRIEVANCE PROCEDURE

- A. Definition. A grievance is any dispute or difference between one or more employees as represented by the union and the employer over the application or interpretation of this agreement or the adopted work rules of the department.
- B. Intent. The intent of all grievances is to seek a constructive resolution of a substantive problem, dispute or misunderstanding. It shall not be used for any other purpose.
- C. Submission. Only the shop steward or assistant shop steward may submit a grievance. It must be in writing and signed by at least one shop steward and one other union member. The written grievance must specifically state the contract clause, rule or regulation that is being grieved and why the union believes that there has been a violation or misinterpretation. A grievance must be submitted within ten working days of the event or incident that caused the dispute, ten working days from when the problem was first known or should have been known to a shop steward or ten working days from the date of the discussion outlined in Step One of the grievance procedures. Grievances that are submitted after the stipulated deadline shall be returned unanswered and shall be deemed withdrawn.
- D. Procedures. The following steps shall be used to process all grievances.
1. At any time prior to the filing of a formal grievance, an employee or union representative may contact the Superintendent and pursue an informal resolution of the matter.
 2. **STEP ONE.** The union shall present a written grievance to the Superintendent of Public Works in accordance with the requirements outlined in this contract article. The Superintendent shall have ten (10) workdays to present a written response to the union shop steward. The union shall then have ten (10) calendar days to accept the written response or submit a written appeal to the Borough Administrator which shall be heard at Step Two.
 3. **STEP TWO.** Within ten (10) working days of receipt of the written appeal the Borough Administrator shall present a written response. The Borough Administrator may, at his option, call for a meeting of the involved parties for the purpose of having a discussion intended to achieve a settlement. If a settlement is achieved, as a result of this meeting, it shall be the basis for the Borough Administrator's written response. When this occurs, then two (2) union representatives shall countersign the document signifying acceptance of the settlement and the end to grievance. If the Borough Administrator's written response is not the result of a settlement conference the union shall have five (5) calendar days to accept the response or submit their second appeal to the Mayor and the Council through the Borough Clerk. This appeal shall be heard at Step Three.
 4. **STEP THREE APPEAL.** The Borough Clerk shall notify the Mayor and council that a "Step Four Appeal" has been received from the union and shall ask them to make two (2) procedural decisions. First, a decision is to be made as to whether the entire governing body, a standing committee or an ad hoc committee is to sit for the purpose hearing and considering the appeal. Second, the group selected to hear the appeal should

set a date and time for the hearing. Every reasonable effort should be made to conduct the hearing within fifteen (15) calendar days of the written appeal. The Mayor or the Chairperson of the committee assigned to hear the appeal and the business representative of the union shall agree upon the format and conduct of the hearing. Within ten (10) working days of the hearing the Borough Clerk shall present a written response to the union business representative. The union shall have two (2) weeks from the date of the written response to accept it or submit the grievance to the New Jersey State Public Employment Relations Commission for assignment of an arbitrator. If the union elects to submit the matter to the Commission they shall simultaneously notify the Borough Clerk.

- E. Arbitration Expenses. The reasonable expenses of an Arbitrator shall be borne equally by the Borough and the Union except that any and all fees charged for canceled or delayed meetings shall be borne by the party causing the meeting to be cancelled or delayed. Any cost of witness shall be borne by the party that has called the witness. If both parties call the same witness the expense shall be borne equally.
- F. Time Limits. Every effort shall be made by all parties to honor the time limits set forth in the grievance procedure steps. The time limits may be waived by mutual agreement of both parties.
- G. Additional Meetings. Additional meetings may be held at each step of the grievance process with the mutual consent of both parties. The time limits shall be adjusted accordingly.
- H. Employees as Witnesses In the event that the Union, the Borough or an arbitrator requires the attendance of one of its members as a witness at a Step Four or an arbitrator's hearing that occurs outside the normal workday that witness shall not be entitled to record the hours as compensable work time.
- I. Relationship to Disciplinary Process. Nothing within this article or the application of the grievance procedures shall eliminate, repeal, or modify local ordinances and procedures or civil service regulations and procedures regarding disciplinary action filed against an individual member of the union.
- J. The Arbitrator shall decide as a preliminary question, if necessary, whether he/she has jurisdiction to hear and decide the matter in dispute.
- K. The Arbitrator shall be bound by the provisions of this Agreement and the Constitution and Laws of the State of New Jersey and be restricted to the application of the facts presented to him/her involved in the grievance. The Arbitrator shall not have the authority to add to, modify, detract from, or alter in any way the provisions of this Agreement or any other amendment or supplement thereto. The decision of the Arbitrator shall be final and binding. The decision of the Arbitrator shall be issued within thirty (30) days.

ARTICLE 9: ON-CALL ASSIGNMENT

- A. On-Call Assignment Pool. Two pools of “on-call” employees shall be established based upon departmental seniority. The first pool shall consist of all employees who a working in the permanent title of truck driver, equipment operator, or mechanic. The second pool shall consist of laborers only. One person from each pool shall be paid a stipend equal to four (4) hours of straight time for being in an on-call status for a one-week period. Said stipend shall be paid independent of any call-in pay pursuant to Article 7 of this Agreement. As this payment is a stipend and does not constitute actual hours worked, said four (4) hours shall not be considered as “hours worked” for overtime purposes. Every six (6) months the Superintendent shall call for a voluntary sign-up for the on-call pool. Once the volunteers have been assigned their on-call weeks then employees may agree to a swap of assignments after obtaining the consent of the Superintendent of Public Works or his designee. The two (2) “on-call” employees will be the first personnel to be called in. Thereafter additional personnel will be called in based upon the rotating seniority list.
- B. Weather or Other Emergency Call-Out Obligation. The decision not to sign up and be on the regular on-call schedule or not to sign up as a result of a special weather notice shall not exempt an employee of his obligation to respond to a call out once all those who have volunteered have been contracted.
- C. The following will be considered “on- call.” Additional on call assignments as necessary will be based on a rotating seniority list.

ARTICLE 10: TEMPORARY TRANSFERS, TRAINING AND OUT OF TITLE PAY

- A. Eligibility For Out Of Title Work. To reconcile eligibility for out of title work the Department shall post a chart showing all types of vehicles and equipment that are used. The chart shall indicate all personnel who are qualified and eligible to use each piece of equipment. Thereafter all personnel who want to qualify to use additional equipment shall notify the Superintendent. As work schedules permit personnel will be trained based upon their seniority.
- B. Assignment of Out of Title Work. Out of title assignments shall be made on a rotating basis among the group of employees in the next lowest title who are qualified to operate the equipment and/or do the work.
- C. Out of Title Pay. Employees assigned for a period of one day or longer to an assignment normally given to an employee having a higher title shall be paid at that title's hourly rate. For example, if a laborer with a CDL has to drive a CDL truck for more than one day (8 hours) in a workweek, only then shall the laborer be paid out of title pay. Driving of autos, light trucks and other vehicles that do not require a CDL License will not be considered to be working out of title.
- D. Specialized Tasks.
1. All employees that perform specialized tasks; i.e., masonry and general contracting, shall receive a differential of seven percent (7%) over their normal hourly rate while performing these specialized tasks. This adjustment is effective upon signing of the contract.
- For the purposes of this contract Masonry work will be defined as work that requires the mixing of concrete such as done in sidewalk, curb or catch basin repairs.
- For the purposes of this contract General Contracting shall mean laying of carpet, wall/doors repairs, installation of sheet rock and sheet rock.
2. The scheduling and assigning of specialized tasks shall be at the Superintendent's discretion.
- E. Incidental Work. Incidental work such as driving a piece of equipment to a job site or providing temporary relief to the assigned employee shall not be considered a temporary transfer and a violation of the exclusions contained in Article 4 of this Agreement.

ARTICLE 11: DISCIPLINE, SUSPENSION OR DISCHARGE

Section 1. A union representative shall be present during any interrogations of an employee which may involve discipline or disciplinary investigation and during any part of any disciplinary process if requested by the employee.

Section 2. An employee who is about to be disciplined must receive a written notice with the opportunity for a hearing.

Section 3. Employees shall have all rights with regard to discipline if so opted for by the employee, in accordance with the rules and regulations of the Department of Personnel.

Section 4. No adverse materials shall be placed in an employee's personnel file without prior written notice to the employee. Such adverse material shall be grievable. The employee shall have the right to inspect and to supplement all personnel files maintained by the Borough for the employee.

ARTICLE 12: UNIFORMS

The Borough will provide a \$1,600 annual stipend (subject to a 1099) for employees to buy uniforms and maintain appropriate uniforms. Employees shall be required to purchase uniforms based upon standards to be established by the Borough (*i.e.*, color, style, long sleeve/short sleeve and the like).

For purposes of standardization, the Borough will supply a list of available locations for Uniform purchase. All uniforms must display the Borough logo and insignia with the employee's name in the upper left hand corner. In the event that an employee seeks to obtain a uniform from a location not on the list, the employee will obtain written permission from the assistant superintendent of DPW.

ARTICLE 13: SANITARY CONDITIONS

- A. The Borough agrees to maintain a clean, sanitary washroom having hot and cold water and with toilet facilities.
- B. The Borough shall provide one (1) locker for each employee.
- C. The Borough will provide a clean and sanitary eating area for the employees.
- D. Misuse, abuse, and damage to Borough facilities will lead to discipline.

ARTICLE 14: UNION BULLETIN BOARD

The Borough agrees to provide a bulletin board in a conspicuous place in each facility where employees report to work. Posting by the Union on such bulletin boards are to be confined to official business of the Union.

ARTICLE 15: WAGES

A. Across-the-board increases in base pay and in increments as follows:

1. January 1, 2018- 2% (retroactive);
2. January 1, 2019- 2% (retroactive);
3. January 1, 2020- 2%; and
4. January 1, 2021- 2%

TITLE	2017 (2%)	2018 (2%)	2019 (2%)	2020 (2%)	2021 (2%)
Laborer					
Probation	\$28,455	\$29,024	\$29,604	\$30,196	\$30,800
Step One	\$36,647	\$37,380	\$38,128	\$38,891	\$39,669
Step Two	\$40,799	\$41,615	\$42,447	\$43,296	\$44,162
Step Three	\$44,952	\$45,851	\$46,768	\$47,703	\$48,657
Step Four	\$49,104	\$50,086	\$51,088	\$52,110	\$53,152
Step Five	\$53,321	\$54,387	\$55,475	\$56,584	\$57,716
Mechanic's Helper	\$57,031	\$58,172	\$59,335	\$60,522	\$61,732
Mechanic	\$60,148	\$61,351	\$62,578	\$63,830	\$65,107
Senior Mechanic	\$61,053	\$62,274	\$63,519	\$64,789	\$66,085
Truck Driver	\$57,031	\$58,172	\$59,336	\$60,522	\$61,732
Equipment Operator	\$59,120	\$60,302	\$61,508	\$62,738	\$63,993

ARTICLE 16: LONGEVITY COMPENSATION

- A. For the purpose of computing longevity compensation only, the seniority year shall begin on January 1st for those employees hired between January and June 30th, and shall begin on July 1st for employees hired between July 1st and December

Longevity Pay is as follows:

After 5 years	2% of base pay
After 10 years	4% of base pay
After 15 years	6% of base pay
After 20 years	8% of base pay
After 25 years	10% of base pay

- B. For employees hired after January 1, 2001 they shall enjoy the following schedule.
1. At end of 5th year: \$500 on employment anniversary
 2. Add \$100.00 per year up to maximum of \$2,000
- C. For employees hired on or after January 1, 2015, longevity shall be eliminated.
- D. Payment made in pay cycle after employment anniversary date.

ARTICLE 17: HOLIDAYS AND PERSONAL DAYS

SECTION I - HOLIDAYS

The Borough agrees to pay each employee eight (8) hours pay without working for each of the following holidays:

1. New Year's Day
2. Martin Luther King Day
3. Washington's Birthday
4. Lincoln's Birthday
5. Good Friday
6. Memorial Day
7. Independence Day
8. Labor Day
9. Columbus Day
10. Veteran's Day
11. Election Day
12. Thanksgiving Day
13. Friday after Thanksgiving
14. Christmas Day
15. One additional Holiday of the employee's choice (i.e. Birthday).

Requested day shall be submitted to his supervisor for approval. This day shall not be taken in November.

Any holiday which falls on Saturday shall be celebrated the preceding Friday. Any holiday which falls on Sunday shall be celebrated the following Monday.

SECTION II - PERSONAL DAYS

Each employee shall be granted a maximum of five (5) days off for personal business. An employee shall be required to give twenty-four (24) hours prior notification to the Borough before taking a personal day and approval by the Superintendent has been obtained. The twenty-four (24) hour advance notification requirement may be waived in cases of emergency.

Upon refusal by the Superintendent, the employee shall have the right to appeal the denial to the Borough Administrator.

ARTICLE 18: VACATION SCHEDULE AND CARRY OVER

- A. Accrued vacation will be credited to the record of an employee on the anniversary date of their employment. Time accruing to an employee record will be for the year just completed. During the first year of employment an employee may use not more than one (1) day for every two (2) months employment. All time used during the first year will be deducted from the amount that accrues on the first employment anniversary. The vacation accrual schedule shall be as follows:

At conclusion of:

First Year:	6 days (minus any time used)
Second through fifth year:	12 days
Sixth through twelfth year:	16 days
Thirteenth through Twentieth	20 days
Twenty First Year and every year thereafter	25 days

- B. Not more than five (5) vacation days may be taken as individual days. A request for a single vacation day must be made at least two (2) work days prior to the requested day off.
- C. Every January thereafter employees will bid for vacation based upon their departmental seniority. The first available request for all employees shall be honored before the second request is honored. An employee may not request more than two (2) weeks off at a time as part of their first request. Not more than two (2) employees in the truck driver and equipment operator title may be on vacation at one time. Not more than three (3) laborers may be on vacation at one time.
- D. If an employee dies while employed with the Borough and has a credit of vacation days, there shall be calculated and paid to the estate of said employee a sum of money equal to the compensation for those days calculated on the salary at the time of death, including base pay, longevity and shift differential, where applicable.

ARTICLE 19: SICK LEAVE/TERMINAL LEAVE

- A. Each DPW employee with less than one (1) year of full time service shall be allowed one (1) day of SICK LEAVE with pay for every month of employment. Payment may be withheld for just cause in accordance with the Borough's Sickness Verification Policy.
- B. Each DPW employee with more than one (1) year of full time service shall be allowed fifteen (15) days of sick leave, with pay, per annum. Payment may be withheld for just cause in accordance with the Borough's Sickness Verification Policy. DPW employees may accrue unused sick leave time. Any unused sick leave time will be forfeited at the time of retirement or separation from Brough employment.
- C. Each DPW employee who is absent on account of sickness in excess of five (5) successive working days shall be required to submit to the Borough a written statement from the attending or treating physician verifying the nature and extent of the sickness. A physician's note shall be required when an employee is absent in excess of three (3) consecutive working days.
- D. The minimum amount of sick pay shall be one-half (½) day increments. In other words, if an employee leaves work less than four (4) hours prior to the end of the day he/she shall be charged one-half (½) sick day, otherwise calculations shall be done on an hour for hour basis.
- E. An employee with twenty-five (25) years or more of service with the Borough shall be entitled to three (3) months terminal leave pay upon retirement, provided that the Borough is notified in writing by December 31st of the year prior to retirement of the employee's intention to retire and his claim to the terminal leave benefit. Terminal leave pay shall be calculated on base pay, including longevity and shift differential, where applicable, for the employee's last year of employment.
- F. Voluntary Election of Terminal Leave: A member who will retire with 25 years or more of service to the Borough of Roselle may elect to take three (3) months terminal leave in lieu of receipt of 3/12 of the last annual salary. Personnel may use this benefit after completing 24 years, 9 months of service to the Borough of Roselle, provided that the Borough is notified in writing, at least three months prior to the conclusion of the employee's ninth (9th) month of service. Personnel on terminal leave shall not accrue any additional paid time off such as vacation days, etc. Personnel on terminal leave shall be considered to have finished their service and shall not be eligible for recall.
- G. Employees retiring after January 1, 2019, shall be paid for one (1) out of every two (2) days of accumulated sick and vacation leave up to a maximum payment of \$15,000, in addition to the terminal leave payment set forth in Section E or Section F.

ARTICLE 20: FUNERAL LEAVE

- A. The Borough agrees to grant an employee five (5) calendar days from day of death or day of the funeral leave with full pay, for death in immediate family; i.e., spouse, civil union partner, child, parents, brother, sister, parent-in-law, grandparents, grandchildren, and brother or sister-in-law or other close relative residing in the employee's house hold. Additional days, if needed, may be charged to personal days.
- B. The Borough agrees to grant an employee one (1) day of bereavement leave with pay on the day of death or day of the funeral for an aunt, uncle, niece, or nephew.
- C. If personal days are exhausted, the employee may apply vacations days, not to exceed a total of ten (10) days.
- D. At management's request, the employee must provide proof of relation and/or proof of death; *i.e.*, death certificate or obituary is required.
- E. Reasonable verification of the event may be required by the Borough.

Bereavement days may be taken later in the year of the family death. This is in case some type of memorial service is planned at a later date.

ARTICLE 21: JURY DUTY

- A. An employee who is called to jury duty shall immediately notify the Borough. An employee who is excused from jury duty service on any day shall report for work on such day.
- B. An employee shall not be required to report back for work on any day he/she is in attendance at court for jury duty service, regardless of the employee's shift.
- C. The Borough agrees to pay the employee regular wages in addition to jury duty service fee paid by the Court.
- D. If a member has to attend legal proceedings related to the disciplinary action of a fellow Borough employee, the member will be paid regular wages for that day.
- E. If a member has to report to Court in response to a Subpoena for a proceeding unrelated to his position at the Borough, he will be permitted to utilize a vacation or personal day. If the member has no remaining personal or vacation days, the time spent responding to the Subpoena will be unpaid.

ARTICLE 22: NON-DISCRIMINATION

- A. Neither the Borough nor the Union will discriminate against any employee or those seeking employment because of age, race, creed, color, sex, or national origin, nor because of membership or non-membership in any church, society, or fraternity.
- B. Any employee member of the Union acting in any official capacity whatsoever shall not be discriminated against for his/or her acts, nor shall there be any discrimination against any employee because of Union membership or activities.

ARTICLE 23: WORK ASSIGNMENTS

- A. The Borough agrees not to direct or require employee(s) to perform any work other than the work prescribed of the individual employee(s) classification (see classification attached), unless otherwise specifically provided for in this Agreement.
- B. Employees shall be assigned to work in their primary classification when work is available.

ARTICLE 24: ON THE JOB INJURY

- A. In the event that an employee is injured on the job, the Borough shall pay such employee his/her day's pay for those days or time lost including visits for medical treatment because of such injury, and that time shall not be charged to sick time. An employee who is injured on the job and leaves work as a result, shall receive pay at the applicable hourly rate of pay for the balance of his/her regular shift or overtime guarantee on that day.

ARTICLE 25: SEVERABILITY AND SAVINGS CLAUSE

- A. If any article or section of this Agreement or of any supplements or riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article of section should be restrained by such tribunal pending a final determination as to its validity, the remainder of the Agreement and of any supplements or riders thereto, of the application of such article or section to persons or circumstances other than those as to which it has been invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

- B. In the event that any article or section is held invalid or enforcement of or compliance with which has been restrained as set forth above, the parties affected thereby shall enter into immediate collective bargaining negotiations after receipt of written notice of the desired amendments by either Borough of Union for the purpose of attempting to arrive at a mutually satisfactory replacement for such article or section during the period of invalidity or restraint.

- C. If the parties do not agree on a mutually satisfactory replacement with sixty (60) days after receipt stated written notice, either party shall be permitted all legal recourse in support of its demands notwithstanding any provisions of this Agreement to the contrary.

ARTICLE 26: SENIORITY

Seniority means a total of all periods of employment with the Employer.

Seniority will become relevant in the following circumstances:

- (a) determining overtime.
- (b) determining requests for vacation time (if requests are in compliance with Article 7 of this Agreement).
- (c) working out of title (seniority will not supersede the need for management to assign tasks based on experience).

ARTICLE 27: NOTIFICATION TO THE UNION

- A. The Borough will provide the Union periodically with an updated list of covered employees showing name, address, classification, and social security number.
- B. The Borough will notify the Union of additions and deletions to the payroll of covered employees.

ARTICLE 28: JOB POSTING

The Borough shall post all vacancies. The Borough shall post a notice stating the name of the job classification, location of assignment, and requirements. In addition, the notice shall invite bids from employees. This notice shall remain posted on all bulletin boards for five (5) working days. Employees on vacation beyond the five (5) working days posting period will have the opportunity to bid within twenty-four (24) hours of return to work provided there had been no prior notice of the posting

ARTICLE 29: LAYOFFS

- A. The Employer shall comply with the requirements of the Department of Personnel with regard to layoffs.
- B. The Employer shall, prior to layoffs, seek to place affected employees in other Borough employment, and shall at least forty-five (45) days prior to any layoff, discuss with the Union as to an alternative to such layoff.

ARTICLE 30: HEALTH INSURANCE

MEDICAL

- A. Every employee shall be supplied with a written and oral explanation of health coverage and existing coverage shall continue, all premiums paid by the Employer. Retirees may continue as participants in State health Benefits Plan. Each retired employee with twenty-five (25) years of service to the Borough shall be covered under Chapter 88.
- B. Employees shall contribute to insurance as required by law and opt out waivers shall be paid as permitted by law.
- C. The traditional plan is no longer an option and all employees will be changed to a direct access plan.
- D. Employees will be notified of any change to the health plans offered by the Borough.

PRESCRIPTION PLAN:

The prescription co-pay shall be in accordance with the existing plans offered by the Borough.

DENTAL:

The Borough shall continue to make one or more additional dental insurance options available to the unit members, for single, two party or three party enrollment available, with the premiums to be paid by the Borough, less the required employee contribution. Any member who chooses to enroll in the Delta Dental buy-up plan shall bear the full cost of the premium for the buy-up plan, the cost of which shall not be included in the Employee's contribution calculation.

OPTICAL:

The Borough shall provide to each employee an Optical insurance plan providing one eye examination, the cost not to exceed \$50.00 and one pair of prescription eyeglasses, the cost not to exceed \$100.00 every twelve (12) months.

PRESCRIPTION GLASSES:

The Borough shall bear the cost of providing no more than one (1) pair of prescription safety glasses each year to each DPW employee who requires them in the performance of his/her duties. The costs of such shall not exceed \$60.00. The cost of eye examinations and ophthalmology or optometry services required in the prescription of such safety glasses shall be borne by the respective DPW employee.

DISABILITY

Employer will provide employees with the option of disability plan that will be solely at the employee's cost. The employee will pay the premium 100%.

MEDICAL BENEFITS AT RETIREMENT

As delineated in Ordinance Section 25-5(A) of the Borough Code {#2394-11, adopted 3/16/11}
– see Appendix A annexed hereto.

ARTICLE 31: SAFETY

The Borough shall not require, direct or assign any employee to work under unsafe or hazardous conditions, as determined by applicable standards of federal, state or municipal agencies. The employee, upon discovering an unsafe or hazardous condition, will immediately tell his/her supervisor. The supervisor will either determine or advise how the work can be performed safely or find that the work cannot be performed safely will stop the work and report conditions to the superintendent. This is in accordance with Borough Safety Policy and OSHA regulations. If an employee feels safety procedures are not being adhered to, and supervision has not responded accordingly, a grievance may be commenced as set forth herein.

ARTICLE 32: INSPECTION PRIVILEGES

Authorized agents of the Union including employees, who shall have time of with pay for this purpose, shall have access to the Borough's establishment during working hours, at a prearranged time of mutual convenience to the Borough and Union, for purpose of adjusting disputes investigating working conditions, and ascertaining that the Agreement is being adhered to, provided, however, that there is no unreasonable interruption of the Borough's working schedule.

ARTICLE 33: RANDOM DRUG AND ALCOHOL TESTING

In addition to any current Borough and employee rights regarding pre-employment, post-accident, reasonable suspicion and return-to-duty testing, the Borough adopts random drug and alcohol testing for all unit employees. The following shall cover all unit employees who are not otherwise subject to random testing pursuant to 49 C.F.R. 382 et seq.: All employees shall be subject to alcohol and controlled substance testing, at the Borough's expense, on an unannounced and random basis in accordance with 49 C.F.R. 382.305(i), 49 C.F.R. 382.201 and 49 C.F.R. 382.215. Drug testing will be conducted through split-sample urinalysis while alcohol testing will be conducted through breath or saliva screening. Testing will be conducted by an independent medical facility chosen by the Borough. Random testing will be done before, during or just after performing a safety-sensitive function. Random testing will be spread reasonably throughout any given calendar year. An employee who refuses to comply with a request for alcohol and/or drug testing shall be considered as having produced a positive test result and will be discharged. Any employee who fails to abide by the required procedures for obtaining the urinalysis and breath or saliva testing as directed by the independent medical facility will be deemed to have refused to test and the same sanctions will apply. Any employee who provides false information in connection with a test, or who attempts to falsify test results through tampering, contamination, adulteration, or substitution, shall be terminated. If the laboratory detects that a substance has been added to the sample to interfere with the normal testing process, the employee will be deemed to have refused the test and the same sanctions will apply.

ARTICLE 34: BOROUGH POLICY MANUAL

DPW employees shall abide by the terms and conditions of the Borough of Roselle Employee Manual. In the event the Employee Manual conflicts with the Agreement, the Agreement shall control. In the event this Agreement is silent on an issue which is addressed in the Borough of Roselle Employee Manual, the Borough Manual shall control.” To the extent that there is a separate DPW Policy Manual, it shall have no further force or effect.

ARTICLE 35: ENTIRE AGREEMENT

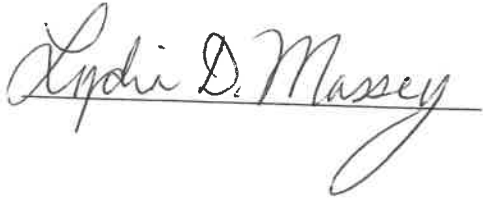
The Agreement contains the entire Agreement between the parties. No amendment, modification or addendum to this Agreement shall be effective unless in writing dated subsequent to the date hereof and executed by the duly authorized signatories for each party. The requirements for such a writing shall apply to any waiver of the requirement of a written modification pursuant to this article, and this shall be deemed an essential term of the Agreement.

ARTICLE 36: DURATION

This Agreement shall commence January 31, 2018 and shall continue until December 31, 2021.

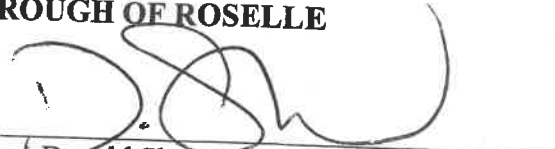
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

ATTEST:


Lydia D. Massey

BOROUGH OF ROSELLE

BY:


Donald Shaw, Mayor

LOCAL #32 OPEIU

BY:

Mary A. Short, President
Business Representative

BY:

Greg MacLaine, Secretary/Treasurer

BY:

Kyle Voorhees, Steward

BY:

Jermaine Randle, Steward

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BOROUGH OF ROSELLE


BY: 
_____ **Donald Shaw, Mayor**

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Business Representative**

BY: 
_____ **Greg MacLain, Secretary/Treasurer**

BY: 
_____ **Kyle Voorhees, Steward**

BY: 
_____ **Jermaine Randle, Steward**