

Union

A G R E E M E N T

Between

BOROUGH OF ROSELLE, Borough of

and

UNION COUNCIL NO. 8

NEW JERSEY CIVIL SERVICE ASSOCIATION

(White-collar Employees)

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EFFECTIVE: ~~✓~~ JANUARY 1, 1981 THROUGH DECEMBER 31, 1982

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THIS AGREEMENT, made this            day of April, 1981,  
between the BOROUGH OF ROSELLE, a municipal corporation of the  
State of New Jersey, hereinafter referred to as the Borough,  
and UNION COUNCIL NO. 8, NEW JERSEY CIVIL SERVICE ASSOCIATION,  
hereinafter called the Association;

WITNESSETH:

WHEREAS, Mayor and Council of the Borough of Roselle  
have negotiated with Union Council No. 8, N. J. C. S. A., prior  
to the adoption of the 1981 budget;

The Borough hereby recognizes Union Council No. 8, New  
Jersey Civil Service Association, as the exclusive representative  
of white collar employees of the Borough of Roselle;

NOW, THEREFORE, in consideration of their mutual  
promises, covenants and agreements herein contained, the parties  
hereto, for themselves, their successors, and assigns, do hereby  
agree as follows:

1. The Borough and Association have agreed that the  
following holidays are hereby granted to the employees as paid  
holidays:

Memorial Day	Martin Luther King Day
Independence Day	Veteran's Day
New Year's Day	Election Day
Lincoln's Birthday	Thanksgiving Day
Washington's Birthday	Day following Thanksgiving
Good Friday	Day
Labor Day	Columbus Day
Christmas Day	

Whenever a holiday falls on a Saturday, the preceding  
work day shall be celebrated as a paid holiday. Whenever a  
holiday falls on a Sunday, the next working day which is not a  
holiday shall be celebrated as a paid holiday.

2. The employees shall be granted days off for personal business used under E0 (Excused Absence). Eligibility for these days off with pay shall be determined by the employee's department head, said days shall be granted for serious personal reasons. Upon refusal by the department head, the employee shall have the right to appeal the denial to the Borough Administrator. Employee working the Borough Administrator's office shall have the right to appeal the denial to the Mayor and Council.

3. All unit employees shall be entitled to compensation for overtime worked at the following rate: from thirty-two and one-half (32 1/2) to forty (40) hours per week straight time. From forty (40) hours on per week, one and one-half (1 1/2) times the employee's hourly rate. Police Department clerks and Municipal Court Clerks called in for emergency purposes to receive one and one-half (1 1/2) times their hourly rate from first hour worked.

4. For the calendar years 1981 and 1982, the salaried employees shall be granted an increase of seven and one-half (7 1/2%) per cent over base salary in 1981 and seven (7%) per cent over base salary in 1982. In the event that an employee, by virtue of the foregoing percentage increases over base salaries, does not receive a minimum of a six hundred (\$600.00) dollar increase for 1981 or six hundred fifty (\$650.00) dollars for 1982, said employee will receive a one time amount to be a sum equal to the amount necessary to total a six hundred (\$600.00) dollar increase in 1981 and a six hundred fifty (\$650.00) dollar increase in 1982. These one time amounts will not be included in their base salaries for future salary increase computations.

5. For the purpose of computing longevity compensation only, the seniority year shall begin on January 1 for those

employees hired between January 1 and June 30; and shall begin on July 1 for employees hired between July 1 and December 31.

Longevity pay is granted as follows:

After five years . . . . .	2%	of annual
After ten years . . . . .	4%	base pay
After fifteen years . . . . .	6%	
After twenty years . . . . .	8%	
After twenty-five years . . . . .	10%	

All employees hired after passage of Ordinance No. 1344 shall be excluded from Section 5. Effective date of ordinance is March 1, 1975.

The Borough agrees to reinstate an employee's right to three (3) months terminal leave pay on retirement after twenty-five (25) years of service. However, the Borough must be notified, in writing, by December 31, of the year prior to retirement of the employee's intention to retire and his claim to the terminal leave benefit.

6. Three (3) days for death in immediate family; i.e. spouse, child, parents, brother or sister, or other close relative residing in employee's household as well as mother-in-law, father-in-law, and grandparents. Proof shall be submitted for each of these categories.

7. Vacation Schedule

An employee shall earn one (1) day per month from date of employment to be taken after January 1, of the following year.

Two through five years . . . . .	12 days
Six through twelve years . . . . .	16 days
Thirteen through twenty years . . . . .	20 days
Twenty-one years and over . . . . .	25 days

Vacation days are accrued in current year and used or reserved in the following year.

8. Dental Program

The municipality shall continue a dental program for employee and spouse not to exceed seven (\$7.00) dollars per month.

9. Sick Pay

Sick pay shall be paid on the basis of one (1) day's pay for each two (2) days of unused annual sick days. Election to take payments must be made by employee no later than January 15 of the succeeding year. This benefit shall begin with the accrual of days for contract year 1978 and shall be non-cumulative.

10. Effective July 1, 1981, a two (\$2.00) dollar Co-pay prescription plan will be made available at no cost to the employee for the term of this agreement.

11. Job descriptions shall be made available for employee examination through the responsible department head.

12. This agreement will retain all present benefits as heretofore granted by Mayor and Council.

13. REPRESENTATION FEE

(a) Notice and Amount of Fee.

If an employee in the bargaining unit is not a member of the Association during the term of this agreement and during the period, if any, between successive agreements, such employee shall be required to pay a representation fee to the Association during such term or period. The purpose of the representation fee is to provide for payment to the Association of a fee in lieu of dues for services rendered by the Association, and thereby to offset the cost of services rendered by the Association as majority representative. In order to adequately offset the cost of services rendered by the Association, the representation fee shall be 85% of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members. The foregoing 85% is set forth solely because that is the maximum presently allowed by law. If the law is changed in this regard, the amount of the representation fee automatically will be increased to the maximum allowed.

(b) The employer shall submit an up to date list of all employees in the unit to the Association at least once each month. The association shall submit to the employer a list of those employees in the unit who are not members of the Association.

The employer shall deduct from the salary of such employee in accordance with "c" below, the full amount of the representation fee and shall transmit promptly the amount so deducted to the Association. The Association shall notify the employer in writing of any changes in the list and/or the amount of the representation fee, and such changes shall be reflected in any deduction made.

(c) Payroll Deduction Schedule

The employer shall deduct a representation fee in equal installments as nearly as possible, from the pay checks paid to each employee on the aforesaid list during the membership period fixed by the Association. The deduction will begin with the first pay check paid ten days after the receipt of the aforesaid list by the employer or thirty days after the employee begins his or her employment in the bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the employer in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first pay check paid ten days after the resumption of the employee's employment in a bargaining unit position, whichever is later. Except as otherwise provided herein, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues paid to the Association by payroll deduction.

(d) The purpose of this Article is to provide for payment of representation fees as set forth in Chapter 477 P.L. 1979 of New Jersey or any amendments thereto, and anything herein which may be inconsistent with said law shall be deemed to be changed to conform with said law, The Association has represented that it has established a "demand and return" system pursuant to the foregoing law which is available to employees who pay the representation fee.

14. Grievance Procedure

The following procedure for adjusting grievances between the Borough and white collar employees is intended to provide the

Borough and said employees with full opportunity for the presentation and hearing of grievances, with the expectation that same will be resolved at the earliest possible stage.

Should a grievance arise between the Borough and the white collar employees as to the meaning, application, or operation of any of the provisions of the contract between the Borough and the white collar employees, such grievance shall be presented by either party to their department head, as hereinafter set forth in Step A, within no more than ten (10) days from the date on which the grievance came into being and processed in the manner set forth hereinafter:

Step A. The appropriate white collar representatives, the aggrieved party, and the department head and/or his representatives shall meet not later than ten (10) days after the presentation of said grievance with a view toward a settlement of the dispute. Should an agreement not be reached within ten (10) days from the date of the meeting, the aggrieved party, through his designated representatives, shall furnish a written statement of the grievance to the department head on a form provided by the Borough for referral of same to Step B.

Step B. Within ten (10) days from the date of submission of the written statement hereinbefore referred to, the appropriate white collar representatives, the aggrieved party, and the Borough Administrator shall meet with a view towards reaching a settlement of the dispute. Should an agreement not be reached within ten (10) days from the date the grievance is presented to the appropriate parties under Step B, the aggrieved party, through his designated representatives, shall furnish a written statement of the grievance to the Borough Administrator on a form provided by the Borough for referral of same to Step C.

Step C. Within ten (10) days from the date of submission of the written statement hereinbefore referred to, the appropriate white collar representatives, the aggrieved party, and Mayor and Council shall meet with a view towards reaching a settlement of the dispute. Should an agreement not be reached within two (2) weeks from the date the grievance is presented to the appropriate parties under Step C, the aggrieved party, through his designated representatives, shall submit the grievance to the State Public Employment Relations Commission for assignment of an arbitrator.

The reasonable expenses of the arbitrator hereinbefore referred to shall be borne equally by the Borough and the aggrieved employee and the reasonable expenses of the witnesses called by one or the other of the parties to the grievance shall be borne by them respectively.

In the event that the aggrieved employee requires the attendance of witnesses at said hearing employed by the Borough, the latter agrees to release the witnesses as requested, if same can be done without detriment to the public good, without penalty to such witness; similarly, in the event the Borough requires the attendance of witnesses at said hearing who are members of the white collar employees, the latter agrees to release the witnesses as requested without penalty to such witnesses.

Nothing in the within grievance procedure shall eliminate, repeal, or modify local ordinances, procedures, or Civil Service procedures, regarding disciplinary action filed against an individual member or members of the department for violation of the department's rules and regulations.



It is agreed that the time limits set forth in items A, B, and C may be waived by mutual agreement of both parties, and where due to circumstances beyond their control, either party may request an extension of time, but in no case shall a meeting date be later than thirty (30) days in each step from the date of presentation of the grievance.

It is further agreed that additional meetings in each step may be held by mutual consent with a view to reaching an agreement at the lowest possible step and that the Borough Administrator and the department head or his authorized representatives may be present at any or all meetings.

Employee and employee representative shall be granted time off with pay for the purpose of attendance at grievances and hearings.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals and caused these presents to be signed by its Mayor, attested to by its Clerk, and its municipal seal to be set hereto, affixed the day and year first written above.

ATTEST:

BOROUGH OF ROSELLE

Johanna Breden  
JOHANNA BREDEN, Clerk

By Elmer M. Ertl  
ELMER M. ERTL, Mayor

UNION COUNCIL NO. 8  
N.J.C.S.A.

By Alvin Sarskewski  
June 4, 1981 President

REPRESENTATIVES  
WHITE COLLAR EMPLOYEES

Evelyn Maxwell   
Representative

Camela Howlett   
Representative