

**COLLECTIVE BARGAINING AGREEMENT**

Between

**THE BOROUGH OF ROSELAND**

and

**OPEIU, LOCAL 153, AFL-CIO**

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**January 1, 2014 - December 31, 2018**

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This Agreement made this \_\_\_ day of \_\_\_\_\_ 2014 between the BOROUGH OF ROSELAND, Essex County, New Jersey, hereinafter referred to as the ("Borough "), and Office and Professional Employees International Union ("OPEIU"), LOCAL 153, AFL-CIO , having offices at \_\_\_\_\_, New Jersey, hereinafter referred to as the ("Union").

## ARTICLE I

### RECOGNITION

A. In accordance with the provisions of the New Jersey Employer-Employee Relations Act (the "Act"), N.J.S.A. 34:13A-5.3, the Borough recognizes the OPEIU, Local 153, as the sole and exclusive representative for collective negotiations concerning the terms and conditions of employment for the following unit certified by the New Jersey Public Employment Relations Commission ("PERC"), Docket No. RO-2013-048.

Unit: All regularly employed, non-supervisory, white-collar employees employed by the Borough of Roseland.

Excluded: Managerial employees, confidential employees and supervisors within the meaning of the Act, blue-collar employees, craft employees, professional employees, Police, casual employees and all other employees employed by the Borough of Roseland not specified above.

Part-time hourly employees (those working less than thirty (30) hours per week) are not entitled to benefits except as otherwise provided herein.

## ARTICLE II

### GRIEVANCE AND ARBITRATION PROCEDURES

A. A grievance shall mean a complaint by the bargaining unit, or a member of the bargaining unit, that there has been a misinterpretation or misapplication of the terms and conditions set forth in this Agreement. Employees shall have the right to have Union representation present during the discussion of any grievance with representatives of the Employer.

Any grievance arising between the Employer and the Union or any employee represented by the Union shall be resolved in the following manner:

B. Level One:

Within fifteen (15) business days after the occurrence of the condition, giving rise to the grievance, a grievance may be submitted, in writing, to the Department Head.

Within fifteen (15) business days thereafter, a written reply shall be given by the Department Head, to the grievant and the bargaining unit representative.

C. Level Two:

Within five (5) business days from receipt of the Department Head's reply, the Union may submit the unresolved grievance, in writing, to the Borough Administrator. The Borough Administrator shall hold a meeting with the Union Representative and the grievant within ten (10) business days of the receipt of the grievance, and within ten (10) business days after hearing the grievance, the Borough Administrator shall submit a decision in writing.

In the event of a grievance, challenging a termination of employment, there will be a meeting at Step 2.

D. Level Three:

Within five (5) business days from receipt of the Borough Administrator's decision, the Union may submit the unresolved grievance, in writing, to a Grievance Committee designated by the Governing Body. The Grievance Committee shall review the grievance, as submitted in writing, and provide a written decision within ten (10) business days from the date of the submission.

E. Level Four

If no satisfactory settlement can be agreed upon, the matter may be referred to the New Jersey State Board of Mediation for arbitration within thirty (30) days of the date the decision is issued by the Grievance Committee, or the date on which such decision was due. After the New Jersey State Board of Mediation submits a list of Arbitrators to the Union and the Employer, they shall reply with their preferred selection no later than ten (10) working days after the receipt of such list, unless such time shall be extended by the State Board of Mediation. The Arbitrator shall not have the authority to amend or modify this Agreement, or establish new terms or conditions under this Agreement. A mutual settlement of the grievance, pursuant to the procedures set forth herein and/or a decision of the Arbitrator, will be final and binding on all parties and employees involved.

The parties will equally bear the cost of the Arbitrator's fee, and each side will be responsible for its own legal costs, unless the settlement agreement provides for a different cost sharing arrangement.

F. 1. Any grievance, not presented under the Grievance Procedure described herein, by the employee within fifteen (15) business days of the occurrence of the condition, giving rise to the grievance, shall not thereafter be considered a grievance

under this Agreement, unless such time limit is extended by mutual agreement. No payment shall be retroactive to fifteen (15) days prior to date the grievance was filed, unless by mutual agreement, which must be in writing.

2. Should any appeal from the disposition of a grievance, by a representative of the Borough, not be taken by the Union within the time limits set forth in Sections B, C, D and E of this Article, then the grievance shall be considered settled, and any further action under the Grievance Procedure shall be forever barred. Any disposition of a grievance accepted by the Union, or from which no appeal has been taken by the Union, shall be final, conclusive and binding upon the employee, the Borough and the Union.

3. If the Borough does not respond to a grievance within the time-periods set forth in the Grievance Procedure, and the Union wishes to pursue the grievance, the Union shall advance the grievance to the next step at the expiration of the time-period for the Borough to respond to the grievance.

4. Any time-period set forth in this Article for the filing of a grievance, and the timeframe for a response, may be extended by mutual agreement of the parties.

### ARTICLE III

#### HOURS OF WORK AND OVERTIME

##### A. Hours of Work

##### 1. Clerical Employees:

The workweek shall be thirty-five (35) hours per week, exclusive of a one (1) hour unpaid lunch break for all full-time clerical employees in the bargaining unit.

2. Non-Clerical Employees:

The workweek shall be forty (40) hours per week, exclusive of any lunch break, for all full-time non-clerical employees employed by the Borough, as set forth on Addendum B attached to this Agreement.

3. These definitions shall not be construed as a limitation on the number of hours of work, which the Borough may require, subject to the overtime provision of this Agreement.

4. The Borough shall have the right, for the efficient operation of its facilities, to make changes in the starting and stopping time of the daily/weekly work schedule, and to vary from the daily work schedule. Except in cases of emergency, the Union will be given one (1) months' notice of any permanent change in the schedule of working hours.

B. Overtime

1. The Union recognizes the Borough's need for, and right to require reasonable amounts of overtime.

2. The amount of overtime and the schedule for working such overtime will be established by the Borough. The Borough agrees that it will give reasonable prior notification of any scheduled overtime, unless circumstances preclude the Borough from giving such prior notification.

3. Employees to be entitled to overtime compensation, in accordance with the requirements of the Fair Labor Standards Act ("FLSA"), which provides for time and one-half (1 ½) for hours worked in excess of forty (40) hours in a workweek.

4. Failure of an employee to report for work or to remain at work when the employee has either agreed to work or been assigned said overtime may subject the employee to disciplinary action.

**ARTICLE IV**

**HOLIDAYS**

1. Employees shall be entitled to ten (10) paid holidays per year. The paid holiday schedule for the upcoming year shall be approved by way of resolution of the Governing Body.

2. Employees who are on leave of absence without pay will not be eligible for holiday pay.

3. An employee may be required to provide a medical note in order to receive holiday pay if he or she is absent due to illness the workday before or the next workday after a holiday.

4. Part-time employees will be entitled to four (4) paid holidays per year, to be designated by the Governing Body by resolution.

**ARTICLE V**

**VACATION**

A. All full-time Employees hired on or after January 1, 2014 shall earn vacation on the basis of the following schedule:

|                            |                          |
|----------------------------|--------------------------|
| Initial hire to six months | 0 vacation days          |
| 6 mos. to one year         | 1 vacation day per month |
| 1 through 5 years          | 10 vacation days         |
| 6 through 10 years         | 15 vacation days         |
| 11 years and thereafter    | 20 vacation days         |

The effective date for the extra vacation days earned after working 1 year, 5 years and 10 years shall be January 1 following the employee's anniversary date.



Full-time employees hired before January 1, 2014 shall continue to accrue vacation in accordance with the following schedule:

|                                  |   |
|----------------------------------|---|
| First six months of employment - | No vacation days  |
| 6 mos. to one year               | 1 vacation day per month  |
| 1 through 5 years                | 12 vacation days  |
| 6 through 10 years               | 16 vacation days  |
| 11 years to 15 years             | 21 vacation days  |
| After fifteen years of service   | 1 additional vacation day per year<br>up to 25 days per year maximum. |

Vacation shall be utilized in blocks of no less than one (1) day, nor more than ten (10) days.

B. Vacation leave should be taken during the calendar year in which it is earned. Employees who have not scheduled, nor taken, accrued and unused vacation days during the calendar year shall be entitled to receive compensation for up to ten (10) vacation days. The Borough shall pay the employees for accrued and unused vacation days in their last paycheck of the year. Employees shall not be permitted to carry over any vacation time into the next year.

C. Scheduling of employees' vacation shall be as follows: Employees must submit their vacation picks on or before February 23. The vacation schedule shall be posted by March 31 of each year. The employees in each Department shall pick their vacation according to their seniority in each title. The Borough shall have the right to limit when vacations can be taken and the number of employees who can simultaneously take vacation. For purposes of vacation picks, seniority shall be based on the total years of service, in an employment position, with the Borough of Roseland. Prior employment with the Borough will not be counted, for purposes of seniority, where said employment ended due to voluntary resignation or termination for just cause.

D. An employee who has retired, or resigned, from employment shall be entitled to the vacation allowance for all accrued vacation leave for that year on a prorated basis. In the event of the death of an employee, the employee's accrued vacation shall be paid to the employee's estate.

## ARTICLE VI

### SICK LEAVE, BEREAVEMENT AND PERSONAL DAYS

#### A. Sick Leave.

1. Sick leave means absence from post of duty of an employee because of illness, accident, exposure to contagious disease, attendance upon a member of the employee's immediate family seriously ill requiring the care or attendance of such employee. The term immediate family shall mean Father, Mother, spouse, child, foster child, Brother, Sister, Brother-In-Law or Sister-In-Law of the employee or spouse. It shall also include relatives of the employee residing in his/her household.

2. If an employee is unable to report for work due to an illness, this fact shall be reported to the Department within two (2) hours of normal starting time, or as soon as possible thereafter. The employee shall notify the Department Head of the cause and probable duration of the absence.

3. An employee who utilizes sick leave either, the day before a holiday or after a holiday, may be required to provide a doctor's note for the sick date, in order to be compensated for the holiday.

4. Full-time Employees shall be entitled to ten (10) sick days per year. Unused sick leave can be accumulated, without limit, during the employee's length of employment service. Sick leave must be used in increments of at least one-half (1/2) day.

5. Sick leave, which is disapproved by the Department Head based on a failure to comply with call-out procedures, or a failure to provide a medical note when required, shall be charged as absence without pay. Any amount of sick leave used, which exceeds the amount accrued to an employee's account, at time of separation from the Borough will be deducted from the final salary payment.

6. The Department Head may require proof of illness of an employee on sick leave whenever such requirement seems reasonable. Abuse of sick leave shall be cause for disciplinary action. Failure of the employee to submit the medical certificate could result in the sick leave absence being disapproved, and the absence charged to absence without pay, and may be considered cause for further disciplinary action. The cost of a medical certificate or doctor's note shall be borne by the employee.

7. Nothing herein shall preclude a Department Head, in an appropriate case, from requesting an employee to submit to a medical examination at the Borough's expense by a physician selected by the Borough, for the purpose of establishing the degree of incapacity of an employee, or the employee's ability to resume the duties of the position.

8. An employee who is collecting sick pay, workers' compensation benefits, or long-term disability benefits, or who is on any type of sick leave with or without pay, may not work another job for pay without the specific written approval of the Borough Administrator.

9. An employee who is eligible for family leave, pursuant to the Family and Medical Leave Act (FMLA) or the New Jersey Family Leave Act (FLA), and also eligible for sick leave for the same condition and/or situation will be required to utilize their accrued and unused sick leave, which shall run concurrently with their family leave.

B. Bereavement.

An employee is entitled to three (3) days leave, with pay, in the event of a death in his/her immediate family. The term immediate family shall be defined as the employee's parent, spouse, child (including foster child), brother, sister, grandparent, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law or stepparent. Additional time may be granted at the discretion of the Department Head and, if granted, shall be deducted from the employee's accumulated sick or vacation leave. Such leave shall be taken only in conjunction with funeral and memorial services at the time of death.

An employee shall be entitled to one (1) day of bereavement leave, with pay, in the event of the death of the employee's Aunt, Uncle, Niece, Nephew or Cousin. Said day is to be taken in connection with the funeral or memorial service, at the time of death.

C. Personal Days

Full-time employees with one (1) or more years of employment shall be entitled to Personal Leave Time of three (3) days in each year of the Agreement. Personal days must be used in increments of no less than one-half (1/2) day.

Advance notice of forty-eight (48) hours for use of Personal Leave Time is required, other than in the case of an emergency. In case of an emergency, the immediate supervisor should be notified as soon as possible. Personal Time cannot be carried over from year to year, and is NOT cumulative. Employees are not entitled to any payment for unused Personal Time.

**ARTICLE VII**

**FIREFIGHTERS ELECTED TO CONVENTION**

Any Firefighter elected to participate as a delegate to the Firefighter convention, will be excused from work with pay to attend such convention, in accordance with State law.

**ARTICLE VIII**

**MILITARY LEAVE**

Employees shall be entitled to military leave, whether paid or unpaid, in accordance with the requirements of State and Federal statutes and regulations.

**ARTICLE IX**

**JURY DUTY LEAVE**

An employee, who is called for Jury Duty, shall immediately notify the Employer. For any day on which an employee is required to report for Jury Duty, he/she shall receive full pay from the Borough for all time spent on Jury Duty.

In order to be paid for the day(s), the employee serving Jury Duty must submit proof of attendance upon returning to work.

**ARTICLE X**

**MISCELLANEOUS**

- A. Workplace Policies. All other policies, work rules, and handbooks, applicable to employees of the Borough of Roseland, not addressed in this Agreement, shall also apply to employees covered by the terms of this agreement. Where such policies and procedures are inconsistent with the terms of this Agreement, the terms of this Agreement shall prevail.
- B. Bulletin Boards. The Borough agrees to provide a bulletin board, on its premises, for the posting of notices relating to the Union meetings and official business only. Shop Stewards shall be responsible for all correspondence posted on the Union Bulletin Boards.
- C. Job Posting. When a permanent vacancy in a bargaining unit position is to be filled, or a new position created, the Employer shall post a notice of such vacancy or new position on

The employer agrees that it will deduct Union dues from the pay of each employee to the Secretary-Treasurer of Union Local 153 on a monthly basis. After an Employee has completed the probationary period, the Employer agrees to deduct the initiation fee in four consecutive payments to transmit the same as above set forth. The Union agrees to furnish written authorization, in accordance with the law, from each employee authorizing these deductions.

The Union will furnish the Employer a written statement of the dues and initiation fees to be deducted.

## ARTICLE XII

### AGENCY SHOP

Pursuant to the provisions of the New Jersey Employer-Employee Relations Act (the "Act"), as amended, all employees in this negotiating unit, who are not now, or who subsequently elect not to be members of the Union, or who hereafter may not be employed and who, after thirty days of employment, choose not to become members of the Union shall have deducted from their pay a representation fee of eighty-five (85%) percent, in lieu of dues, equivalent to the dues charged by the Union to its members. Such deductions shall be made on the same basis and for the same period as is made for members and all such deductions shall be paid over by the Employer to the Union at the same time and on the same basis, as such payment is made to the Union for members' deductions.

### ARTICLE XIII

#### EDUCATION & SPECIAL LICENSES

Employees attending schools, seminars, or special courses for the betterment of the Borough will be reimbursed, by the Borough, for costs incurred upon completion of the course or seminars, when authorized and pre-approved by the Borough Administrator. A passing grade will be necessary, if applicable. The Borough will pay for the renewal or annual fee associated with any license or certification required to be maintained for the position held by the employee with the Borough.

### ARTICLE XIV

#### NOTIFICATION TO THE UNION

The Employer will notify the Union in writing of all promotions, demotions, transfers, suspensions, retirement and discharges within two (2) weeks. The Employer will notify the Union, in writing, thirty (30) days prior to the effective date of a layoff. Upon request, the Employer will provide the Union with an updated list of covered employees showing names, addresses, classification and Rate of Pay. The Employer will notify the Union of additions and deletions to the payroll of covered employees as they occur. The Employer will notify the Union within two (2) weeks of any new hires.

### ARTICLE XV

#### VACANCIES

The Employer shall post a notice stating the name of the job classification, location of assignment and the requirements for any vacant position. In addition, the notice shall invite bids from the employees. The notice must remain posted on all bulletin boards for eleven (11) working days. Employees have the right to bid laterally. Employees who are promoted, or

moved laterally into a new title, will be subject to a Probationary Period, as set forth in Article XVIII.

## ARTICLE XVI

### DISCHARGE OR SUSPENSION

The Employer shall not discharge, nor suspend, any employee without just cause. In all cases involving the discharge or suspension of any employee, other than in the case of a layoff, the Employer must immediately notify the employee, and the union's Business Representative, in writing of his/her discharge or suspension and the reason therefore. Any appeal and/or challenge to the discharge or suspension shall be pursued through the parties negotiated grievance procedure and must be filed within ten (10) working days from the date of the discharge and/or suspension. The appeal shall be heard beginning with Step 2 of the Grievance and Arbitration provisions of this Agreement.

Employment positions that are annual appointments by statute and/or ordinance will continue to be subject to annual appointment. The decision not to reappoint an employee shall not be deemed a discharge, and shall not be subject to the parties' grievance procedure.

## ARTICLE XVII

### SALARY

#### A. Salary

1. Retroactive to January 1, 2014, all employees in the bargaining unit in the Borough's employ on the date of the scheduled wage increase and eligible for a wage increase shall receive a two (2.0%) percent salary increase over their 2013 base salary.
2. Effective January 1, 2015, all employees, in the bargaining unit, in the Borough's employ on the date of the scheduled wage increase, and eligible for a wage



increase shall receive a one and three quarters (1.75%) percent salary increase over their 2014 base salary

3. Effective January 1, 2016, all employees in the bargaining unit in the Borough's employ on the date of the scheduled wage increase and eligible for a wage increase shall receive a one and one half (1.5%) percent salary increase over their 2015 base salary.
4. Effective January 1, 2017, all employees in the bargaining unit in the Borough's employ on the date of the scheduled wage increase and eligible for a wage increase shall receive a one and one half (1.5%) percent salary increase over their 2016 base salary.
5. Effective January 1, 2018, all employees in the bargaining unit in the Borough's employ on the date of the scheduled wage increase and eligible for a wage increase shall receive a two (2%) percent salary increase over their 2017 base salary.

B. Starting Salary

The starting salary for any new hire shall be set by the Borough.

C. Longevity

Any bargaining unit member, who currently receives longevity, will continue to receive longevity capped at the dollar amount received by the employee in 2013, for those employees who were eligible to receive longevity, as set forth on Addendum A attached hereto. There shall be no further increase in longevity, for any employee currently still eligible to receive longevity.

**ARTICLE XVIII**

**PROBATIONARY PERIOD**

All newly hired employees shall serve a Probationary Period of ninety (90) calendar days (which may be extended an additional forty-five (45) days, if mutually agreed to in writing). During this Probationary Period, the Employer reserves the right to terminate the probationary employee for any reason. Such termination shall not have recourse through the Grievance and Arbitration provisions of this Agreement.

All contractual benefits will begin to accrue immediately for probationary employees, but cannot be utilized until after permanent status is obtained. Leave time, including sick, personal and vacation time benefits, will begin to accrue immediately for probationary employees, but cannot be utilized, except for holidays, until after the successful completion of the ninety (90) day Probationary Period. Insurance benefits, i.e. Health, Dental and Disability, shall commence in accordance with the requirements of the specific plan.

**ARTICLE XIX**

**MANAGEMENT RIGHTS**

A. The management of the Borough's operations and the direction of the working forces are vested exclusively in the Borough. Except as expressly limited by this Agreement, the Borough retains the sole right to determine all matters pertaining to the work force including, but not limited to, the right to hire, train, discipline, demote, suspend, discharge, lay off and promote; to determine or change the starting and quitting time and the number of hours to be worked and the work week; promulgate reasonable rules and regulations; to assign job duties to the work force; to create, change, combine or eliminate jobs; to determine job duties, qualifications, classifications and requirements; and to carry out the ordinary and customary

functions of management, whether or not possessed or exercised by the Borough, prior to the execution of this Agreement. The above-mentioned management rights are not to be interpreted as being all-inclusive, but merely indicate the type of rights, which belong to, and are inherent to management.

## ARTICLE XX

### FULLY BARGAINED PROVISIONS

This Agreement represents and incorporates the complete and final understanding of settlement by the parties of all bargainable issues which were or could have been the subject of negotiations.

## ARTICLE XXI

### LEAVE OF ABSENCE

#### A. On-The-Job Injury.

Any employee disabled in the course of his work shall be continued on the payroll for thirty (30) calendar days, subject to endorsement of workers' compensation checks to the Borough during that period. Such time shall not be chargeable to sick leave accumulation.

After thirty (30) calendar days, the employee shall no longer be carried on the regular payroll, but shall be paid directly by the worker's compensation carrier or, at his or her option, be paid their regular pay, charged against his or her accumulated sick leave, for as long as he or she is disabled and has sick leave available, subject to offset for workers' compensation benefits.

When sick leave is used up, any insurance coverage, whether workers' compensation or disability insurance/benefits, shall be the source of payment for as long as the disability continues.

B. Non-Work Related Disability.

Any employee disabled, other than in the course of work, shall be paid to the extent the employee has accumulated sick leave available. An employee who requires additional leave after his/her accumulated sick leave with pay has been used can request, in writing, that a leave of absence without pay be granted. The Governing Body, in the exercise of its discretion, may grant an extended, unpaid medical leave and determine the length of such leave. The decision of the Governing Body with respect to a request to provide an unpaid medical leave shall not be subject to the parties' grievance procedure.

C. Leave Without Pay.

All employees may be granted a leave of absence without pay, with the approval of the Governing Body, for up to a nine (9) month period, which may be extended up to a maximum of one (1) year. Each case is considered on its own merits and does not set a precedent. Leaves of Absence may be requested for temporary incapacity, attendance at school or job related study, parenting, national emergency and for any reason deemed valid by the Governing Body.

Upon return from an approved Leave of Absence without pay, the employee will be entitled to a position of equal status and pay, to that which was held when the employee went on leave.

An employee on leave of absence shall not be entitled to accrue any benefits including but not limited to sick leave, vacation leave, personal leave or seniority. Employees will not be entitled to paid medical benefits after thirty (30) days of unpaid leave. The employee, may, at their own option, continue medical coverage at their own cost.

Any denial of a request for an unpaid leave is not subject to the parties' grievance procedures.

**ARTICLE XXII**

**MAINTENANCE OF WORK OPERATIONS**

The Union, and the employees covered by this Agreement, hereby agree that there shall be no strike, picketing, slow down, job action or other concerted refusal to render full and complete service. The Borough hereby agrees that there shall be no lockout by the Borough.

**ARTICLE XXIII**

**SEVERABILITY**

If any provision of the Agreement, or application thereof to any employee or group of employees, is held to be invalid by operation of the law or by a court or other tribunal of competent jurisdiction, such provision, or application shall be inoperative, but all other provisions and applications shall not be affected thereby and shall continue in full force and effect.

**ARTICLE XXIV**

**FURTHER NEGOTIATIONS**

No later than the month of September, prior to the ending date of this Agreement, the parties shall confer, at a mutually agreed upon time and place, to commence negotiations for a new agreement.

**ARTICLE XXV**

**INSURANCE**

A. The Borough shall provide health coverage for all eligible employees in the bargaining unit, as set forth herein. Employees shall contribute towards the cost of their health insurance plans, in accordance with the requirements of, and contribution levels contained in, Chapter 78, P.L. 2011. The chart for health contributions is attached to this Agreement as Addendum C.

For employees hired on or after January 1, 2014, the employee contribution shall be no less than ten (10%) percent of the premium cost for the plan provided to the employee.

All employees must work at least thirty (30) hours per week to be eligible for health benefits.

New employees must work sixty (60) days, or as set forth in the requirements of the specific health plan, before they are eligible for health benefits, and must work six (6) months, or as set forth in the requirements of the specific dental plan, before they are eligible for dental benefits.

All employees, who are on a sanctioned leave of absence, shall be carried on the health insurance roles for the first thirty (30) days of his/her leave. Thereafter, for the duration of the approved leave of absence, the employee may elect to continue their coverage at their own cost and expense.

Full-time employees, who were eligible and receiving health benefits, for at least five (5) years prior to retirement, shall be entitled to receive retiree health benefits, in accordance with the terms and subject to the limitations contained in the Borough's Chapter 48 Ordinance, as it exists at the time of retirement.

B. The Borough reserves the right to change health benefits carriers provided, that the new health benefits are similar.

C. Dental Insurance.

The Borough will make available to all bargaining unit members a Dental Plan offered through Delta Dental, or a similar plan.

## ARTICLE XXVI

### SENIORITY

Seniority shall mean a total of all periods of employment covered by this agreement. An employee shall lose their seniority rights for any one of the following reasons:

- A. Voluntary resignation.
- B. Discharge for cause.
- C. Failure to return to work within the proscribed period upon recall from layoff.
- D. Continuous lay off beyond the period of recall.

## ARTICLE XXVII

### SHOP STEWARDS

The Employer recognizes the right of the Union to designate one (1) Shop Steward and one (1) alternate. The authority of the Shop Steward and alternate, so designated by the Union, shall include the following:

1. The investigation and presentation of grievances in accordance with the provisions of the collective bargaining Agreement.
2. The transmission of such messages and information which shall originate with, and are authorized by the Local Union or its officers, provided the messages and information:
  - [a] have been reduced to writing, or
  - [b] if not reduced to writing, are of a routine nature and not involve work stoppages, slow downs, refusal to handle goods, or any other interference with the Employer's business.

The Shop Steward shall be permitted to present grievances without loss of time or pay. Such time spent in handling grievances shall be considered working hours in computing daily and/or weekly overtime.

## ARTICLE XXVIII

### LAYOFF AND RECALL

The Employer may reduce the working force due to lack of work, efficiency, economy, or financial crisis. In such event, the Employer shall notify the Union two (2) weeks prior to any layoff with the financial, economic or efficiency reasons for such layoff and the following shall prevail:

1. Employees shall be laid off by job title in the order of least total employment seniority in that job title.
2. Notice of such layoffs will be given at least thirty (30) days before the scheduled layoff.
3. A laid off employee shall have preference for re-employment in a job title previously held by the employee, for a period of two (2) years.
4. The Employer shall rehire laid off employees by job title in the order of greatest employment seniority. Under no circumstances, whatsoever, shall the Employer hire from the open market while any employee who previously served in that job title has an unexpired term of preference for re-employment who is ready, willing, and able to be re-employed.
5. Notice of re-employment to an employee, who has been laid off, shall be made by registered or certified mail to the last known address of such employee.
6. Response from employee must be received within ten (10) working days or the recall rights of that employee will be deemed lost.



ARTICLE XXIX

DURATION OF AGREEMENT

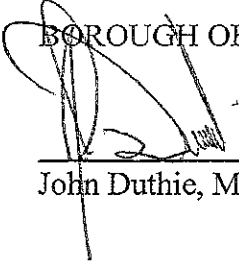
This Agreement shall be effective from January 1, 2014 through December 31, 2018.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this Agreement, to be effective as of January 1, 2014.

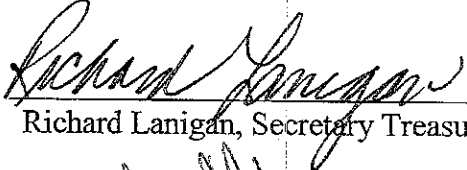
BOROUGH OF ROSELAND

OPEIU LOCAL NO. 153, AFL-CIO

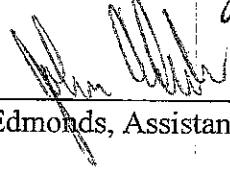
BY:

  
\_\_\_\_\_  
John Duthie, Mayor

BY:

  
\_\_\_\_\_  
Richard Lanigan, Secretary Treasurer,

BY:

  
\_\_\_\_\_  
John Edmonds, Assistant Business Manager

BY:

  
\_\_\_\_\_  
Gail Tynan - Negotiating Committee

ADDENDUM A

LONGEVITY ENTITLEMENT:

Full-time Employees hired prior to July 1, 1994 - \$4,959

## ADDENDUM B

### BARGAINING UNIT POSITIONS:

#### Clerical:

Public Works Administrative Coordinator

Office Supervisor

Accounts Receivable Clerk

Administrative Assistant

Accounts payable Clerk

Deputy Court Administrator

Public works Administrative Secretary

Zoning/Property Maintenance Officer

Construction Control

Recreation

#### Non-Clerical:

Fire Prevention

## ADDENDUM C-1

### HEALTH BENEFITS CONTRIBUTION FOR SINGLE COVERAGE (PERCENTAGE OF PREMIUM)\*

| Salary Range     | Year 1 | Year 2 | Year 3 | Year 4 |
|------------------|--------|--------|--------|--------|
| less than 20,000 | 1.13%  | 2.25%  | 3.38%  | 4.50%  |
| 20,000-24,999.99 | 1.38%  | 2.75%  | 4.13%  | 5.50%  |
| 25,000-29,999.99 | 1.88%  | 3.75%  | 5.63%  | 7.50%  |
| 30,000-34,999.99 | 2.50%  | 5.00%  | 7.50%  | 10.00% |
| 35,000-39,999.99 | 2.75%  | 5.50%  | 8.25%  | 11.00% |
| 40,000-44,999.99 | 3.00%  | 6.00%  | 9.00%  | 12.00% |
| 45,000-49,999.99 | 3.50%  | 7.00%  | 10.50% | 14.00% |
| 50,000-54,999.99 | 5.00%  | 10.00% | 15.00% | 20.00% |
| 55,000-59,999.99 | 5.75%  | 11.50% | 17.25% | 23.00% |
| 60,000-64,999.99 | 6.75%  | 13.50% | 20.25% | 27.00% |
| 65,000-69,999.99 | 7.25%  | 14.50% | 21.75% | 29.00% |
| 70,000-74,999.99 | 8.00%  | 16.00% | 24.00% | 32.00% |
| 75,000-79,999.99 | 8.25%  | 16.50% | 24.75% | 33.00% |
| 80,000-94,999.99 | 8.50%  | 17.00% | 25.50% | 34.00% |
| 95,000 and over  | 8.75%  | 17.50% | 26.25% | 35.00% |

\*Member contribution is a minimum of one and one half (1.5%) percent of base salary towards Health Benefits.

## ADDENDUM C-2

### HEALTH BENEFITS CONTRIBUTION FOR FAMILY COVERAGE (PERCENTAGE OF PREMIUM)\*

| Salary Range       | Year 1 | Year 2 | Year 3 | Year 4 |
|--------------------|--------|--------|--------|--------|
| less than 25,000   | 0.75%  | 1.50%  | 2.25%  | 3.00%  |
| 25,000-29,999.99   | 1.00%  | 2.00%  | 3.00%  | 4.00%  |
| 30,000-34,999.99   | 1.25%  | 2.50%  | 3.75%  | 5.00%  |
| 35,000-39,999.99   | 1.50%  | 3.00%  | 4.50%  | 6.00%  |
| 40,000-44,999.99   | 1.75%  | 3.50%  | 5.25%  | 7.00%  |
| 45,000-49,999.99   | 2.25%  | 4.50%  | 6.75%  | 9.00%  |
| 50,000-54,999.99   | 3.00%  | 6.00%  | 9.00%  | 12.00% |
| 55,000-59,999.99   | 3.50%  | 7.00%  | 10.50% | 14.00% |
| 60,000-64,999.99   | 4.25%  | 8.50%  | 12.75% | 17.00% |
| 65,000-69,999.99   | 4.75%  | 9.50%  | 14.25% | 19.00% |
| 70,000-74,999.99   | 5.50%  | 11.00% | 16.50% | 22.00% |
| 75,000-79,999.99   | 5.75%  | 11.50% | 17.25% | 23.00% |
| 80,000-84,999.99   | 6.00%  | 12.00% | 18.00% | 24.00% |
| 85,000-89,999.99   | 6.50%  | 13.00% | 19.50% | 26.00% |
| 90,000-94,999.99   | 7.00%  | 14.00% | 21.00% | 28.00% |
| 95,000-99,999.99   | 7.25%  | 14.50% | 21.75% | 29.00% |
| 100,000-109,999.99 | 8.00%  | 16.00% | 24.00% | 32.00% |
| 110,000 and over   | 8.75%  | 17.50% | 26.25% | 35.00% |

\*Member contribution is a minimum of one and one half (1.5%) percent of base salary towards Health Benefits.

### ADDENDUM C-3

#### HEALTH BENEFITS CONTRIBUTION FOR MEMBER/SPOUSE/PARTNER OR PARENT/CHILD COVERAGE (PERCENTAGE OF PREMIUM)\*

| Salary Range     | Year 1 | Year 2 | Year 3 | Year 4 |
|------------------|--------|--------|--------|--------|
| less than 25,000 | 0.88%  | 1.75%  | 2.63%  | 3.50%  |
| 25,000-29,999.99 | 1.13%  | 2.25%  | 3.38%  | 4.50%  |
| 30,000-34,999.99 | 1.50%  | 3.00%  | 4.50%  | 6.00%  |
| 35,000-39,999.99 | 1.75%  | 3.50%  | 5.25%  | 7.00%  |
| 40,000-44,999.99 | 2.00%  | 4.00%  | 6.00%  | 8.00%  |
| 45,000-49,999.99 | 2.50%  | 5.00%  | 7.50%  | 10.00% |
| 50,000-54,999.99 | 3.75%  | 7.50%  | 11.25% | 15.00% |
| 55,000-59,999.99 | 4.25%  | 8.50%  | 12.75% | 17.00% |
| 60,000-64,999.99 | 5.25%  | 10.50% | 15.75% | 21.00% |
| 65,000-69,999.99 | 5.75%  | 11.50% | 17.25% | 23.00% |
| 70,000-74,999.99 | 6.50%  | 13.00% | 19.50% | 26.00% |
| 75,000-79,999.99 | 6.75%  | 13.50% | 20.25% | 27.00% |
| 80,000-84,999.99 | 7.00%  | 14.00% | 21.00% | 28.00% |
| 85,000-99,999.99 | 7.50%  | 15.00% | 22.50% | 30.00% |
| 100,000 and over | 8.75%  | 17.50% | 26.25% | 35.00% |

\*Member contribution is a minimum of one and one half (1.5%) percent of base salary towards Health Benefits.