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***AGREEMENT BY AND BETWEEN
THE BOROUGH OF ROSELLE***

AND

***LOCAL 702 PUBLIC EMPLOYEES
SERVICE UNION***

JANUARY 1, 1996

THROUGH

DECEMBER 31, 1999

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DURATION

RECOGNITION

This AGREEMENT made this _____ day of May, 1997 between the BOROUGH OF ROSELLE, a municipal corporation of the State of New Jersey, hereinafter referred to as the Borough and LOCAL #702 PUBLIC EMPLOYEES SERVICE UNION, hereinafter referred to as the Union.

WITNESSETH:

Mayor and Council of the Borough of Roselle, after negotiating with LOCAL #702 declares as follows:

The Borough hereby recognizes LOCAL #702 PUBLIC EMPLOYEES SERVICE UNION, as the exclusive representative for the white collar employees of the Borough of Roselle.

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:

ARTICLE I

REPRESENTATION FEE

Section 1. 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 **LOCAL #702** during such term or period. The purpose of the Representation Fee is to provide for payment to **LOCAL #702** of a fee in lieu of dues for services rendered by the Association, and thereby to offset the cost of services rendered by **LOCAL #702**. The Representation Fee shall be 85% of the amount of the regular membership dues, initiation fees and assessments charged by **LOCAL #702** 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.

Section 2.

The employer shall submit an up to date list of all employees in the unit to **LOCAL #702** at least once each month. **LOCAL #702** shall submit to the employer a list of those employees in the unit who are not members of **LOCAL #702**. The employer shall deduct from the salary of such employee in accordance with Section "3" below, the full amount of the Representation Fee and shall transmit promptly the amount so deducted to **LOCAL #702**. **LOCAL #702** shall notify the employer in writing of any changes in the list and/or the amount of Representation Fee, and such changes shall be reflected in any deductions made.

Section 3. 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 **LOCAL #702**. 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 employment in the 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 (10) days after the resumption of 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 regular membership dues paid to **LOCAL #702** by payroll deduction.

Section 4.

The purpose of this Article is to provide for payment of Representation Fees as set forth in Chapter 477, P.L. 1979, which may be inconsistent with said law shall be deemed to be changed to conform with said law.

ARTICLE II

HOURS OF WORK AND OVERTIME

SECTION 1.

All unit employees shall be entitled to compensation for overtime worked at the following rate:

32 1/2 (thirty two & one-half) to 35 (thirty five) hours at straight time.

Time after 35 (thirty five) hours per week at 1 1/2 (one and one-half) times the employee's hourly rate.

Police Department Clerks and Municipal Court Clerks called in for emergency purposes, will receive 1 1/2 (one and one-half) times their hourly rate from the first overtime hour worked during the emergency call-in.

Computation of overtime shall include base pay, longevity and shift differential where applicable.

SECTION 2.

The weekly payroll currently in effect will remain in effect for the term of this agreement. The control of when a payday is will be what day January 7th falls on each year; payday will then fall every seven days after each other for the balance of the calendar year.

SECTION 3.

JOB DESCRIPTIONS

Job descriptions shall be made available for employee examination through the responsible Department Head. Whenever an employee is required to perform duties encompassed by a job description which provides a higher rate of pay than that which the employee is presently earning. The employee shall be paid the higher rate of pay.

ARTICLE III

SENIORITY

SECTION 1.

Seniority is defined as an employee's total length of service with the Borough, beginning with the last date of hire.

SECTION 2.

Seniority in classification will be considered in transfers and reassignments in accordance with New Jersey Department of Personnel regulations, though the Borough shall have the final authority to reassign or transfer an employee as work load dictates.

Seniority shall be given preference only in promotions, demotions, layoff, recall, and vacation schedule where ability to perform work and physical fitness are equal, as determined by the Department Head.

SECTION 3.

Any employee discharged while serving a provisional or temporary appointment and released shall not have recourse to the Grievance Procedure as set forth in this Agreement and must utilize instead the procedures available through the New Jersey Department of Personnel, Merit System Board, to appeal such discharge or release.

SECTION 4.

The Employer agrees to post notices of job vacancies and newly created positions for a period of five (5) working days prior to filling such vacancies or positions. A copy of all job postings shall be provided to the Steward. The filling of such vacancies and positions shall be subject to New Jersey Department of Personnel regulations. The appropriate Department Head shall interview each interested employee who is not promoted to fill a vacancy or position.

SECTION 5.

If a reduction of force becomes necessary, said reduction shall be in accordance with New Jersey Department of Personnel regulations.

SECTION 6.

The Borough shall maintain a seniority roster showing each employee's date of hire, classification and pay rate and shall furnish copies of same to the Union upon a reasonable request. If such a list is provided, the Union shall have forty-five (45) days

thereafter to notify the Employer of any written objections to the accuracy of the roster; and if such written objections are not so presented by the Union, then the roster shall be deemed accurate for all purposes under this agreement.

SECTION 7.

If an employee is promoted to fill a vacancy and if for some reason during the working test period, either the employee does not wish to stay in the vacancy or is released by management said employee will return to the position held before such assignment.

ARTICLE IV

GRIEVANCE PROCEDURE

SECTION 1.

The following procedure for adjusting grievances between the Borough and **LOCAL #702** is intended to provide the Borough and **LOCAL #702** with full opportunity for the presentation and hearing of grievances, with the expectation that same will be resolved at the earliest possible stage.

SECTION 2.

Should a grievance arise between the Borough and a member of **LOCAL #702** as to the meaning, application, or operation of any of the provisions of the contract between the Borough and **LOCAL #702**, 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 Union representatives, the aggrieved party, and the Department Head and/or representatives shall meet no 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 Borough Administrator shall meet with a view toward 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 Union 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 the designated representatives shall submit the grievance to the State Public Employees Relations Commission (PERC) for assignment of an arbitrator. The arbitrator shall have the authority to hear and determine the grievance, and his decision shall be final and binding on all parties. The arbitrator shall have no right to vary or modify the terms of this agreement. However, as an aid in interpreting the meaning of the provisions of this agreement, the arbitrator shall have the right to hear and consider evidence regarding the conditions under which the terms of this agreement were negotiated, the course of conduct and dealings between the parties in the administration, application and interpretation of this agreement, and the past practices and procedures of the parties. The arbitrator shall decide the dispute within thirty (30) calendar days after the hearing has been closed. Only the employer or **LOCAL #702** shall have the right to submit a grievance to arbitration.

SECTION 3.

The reasonable expenses of the Arbitrator shall be borne equally by the Borough and **LOCAL #702** and the reasonable expenses of the witnesses called by one of the other of the parties to the grievance shall be borne by them respectively.

SECTION 4.

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 **LOCAL #702**, the latter agrees to release the witnesses as requested without penalty to such witnesses.

SECTION 5.

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 of the department for violation of the department's rules and regulations.

SECTION 6.

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 days in each step from the date of presentation of the grievance at the step.

SECTION 7.

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 representative may be present at any or all meetings.

SECTION 8.

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

ARTICLE 5

HOLIDAYS - PERSONAL - SICK DAYS

SECTION 1.

The Borough and the **LOCAL #702**, have agreed that the following holidays are hereby granted to the employees as paid holiday:

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

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

Employees shall be granted five (5) days off per calendar year for personal business. Employee's department head shall be asked for permission for time off. No employee request for personal business leave shall not be unreasonably denied. If the department head refuses this request, the employee shall have the right to appeal the denial to the Borough Administrator. Employees working under the direct supervision of the Borough Administrator shall have the right to appeal the denial to the Mayor and full Council. Any dispute over the decision shall be subject to the grievance arbitration procedures contained in this agreement.

SECTION 3.

Employees are eligible for twelve (12) sick days for the first year of employment (one a month). For the first year sick days can be taken only after they are earned. Each succeeding year the employee is eligible for fifteen (15) sick days.

For the purposes of sick pay, an employee's daily rate of pay shall be calculated on base pay, longevity entitlement and shift differential, where applicable.

SECTION 4.

Sick pay shall be paid on the basis of one day's pay for each two days of unused annual sick days. Election to January 15th of the succeeding year.

SECTION 5.

Effective January 1, 1998 the Borough shall pay for up to one-hundred (100) sick days upon retirement at a rate of one day's pay for each two days of unused sick days. It is understood that said sick days include those days that occurred prior to January, 1, 1998.

ARTICLE VI

BEREAVEMENT

An employee is eligible for three (3) days off for a death in the immediate family. Immediate family includes:

spouse, child, parent, brother, sister, grandparents, grandchildren, mother-in-law, father-in-law, brother-in-law, sister-in-law, Aunt and Uncle; or any other relative residing in the employee's household.

ARTICLE VII

HEALTH BENEFITS

SECTION 1.

All compensation, benefits, privileges, entitlements, past practices and procedures, rules and regulations governing working conditions, and terms and conditions of employment previously and currently enjoyed by the employee, which are not specifically set forth in this agreement, shall be continued in full force and effect during the term of this agreement alteration or diminution.

The Borough shall continue to pay health benefits for an employee retiring with twenty-five (25) years of service.

SECTION 2.

PRESCRIPTION PLAN

The Borough shall continue a two dollar (\$2.00) co-pay Prescription Plan at no cost to the employee for the term of this agreement.

At retirement or unpaid leave of absence the employee can opt to pay the Borough, at the beginning of each month the specified premium for the Prescription Plan.

SECTION 3.

OPTICAL PLAN

The Borough shall continue to provide an Optical Plan for the employee with either the same allowances as in the prior years' contract or an improved plan.

SECTION 4.

MATERNITY LEAVE

An employee is eligible for twelve (12) weeks unpaid maternity leave. Before the end of this leave the employee must notify the Borough Administrator, in writing, of intention to return to position or retire from same.

SECTION 5.

DENTAL PROGRAM

The Municipality shall continue a Dental Program for the employee and spouse with full cost of this coverage to be paid for by the Municipality for the term of this agreement. As previously agreed - the employee may elect to provide Dental coverage on eligible dependents, with the employee bearing the full cost of the dependent coverage.

ARTICLE VIII

LONGEVITY

SECTION 1.

For the purpose of computing longevity compensation only, the seniority year shall begin on January 1st for those employees hired between January 1st and June 30th, and shall begin on July 1st for employees hired between July 1st and December 31st. Longevity pay is granted as follows:

After five (5) years	2% of annual
After ten (10) years	4% of base pay
After fifteen (15) years	6% of base pay
After twenty (20) years	8% of base pay
After twenty-five (25) years	10% of base pay

SECTION 2.

An employee with twenty-five (25) years or more of service shall be entitled to three months terminal leave pay upon retirement; providing, 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.

ARTICLE IX

DISABILITY PLAN

Effective January 1, 1994 all employees employed by the Borough of Roselle will be insured under a Disability Plan equal or better than the State Disability Plan. Coverage will be either the State Plan or a Private Plan. Employees will contribute for the coverage.

ARTICLE X

VACATION SCHEDULE

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

two to five years.....	12 days
six through twelve years.....	16 days
thirteen thru twenty years.....	20 days
twenty-one years and over	25 days

Part-time employees shall accrue vacation in the same manner as full-time employees, however, pay shall be based on the average daily hours worked by the employee.

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

The employee shall have the right to determine when she/he will take vacation time subject to the Borough's approval, which shall not be unreasonable denied. When conflicts between employees occur on the selection of vacation time, preference will be given according to the employee's seniority.

An employee who retires on a pension based on length of service or age shall be entitled to her/his full vacation for the calendar year in which she/he retires, regardless of the number of months during that year.

If an employee dies while having 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.

If a paid holiday occurs during an employee's sick leave or vacation, it will not be counted as a day of vacation or sick leave.

If an employee requests vacation time and the request is denied by a Supervisor due to the pressures of work, or short staffing, the employee shall be entitled to carry over his vacation entitlement beyond the one year limit otherwise provided.

ARTICLE XI

SALARY

SECTION 1.

Effective January 1, 1996 all white collar employees employed by Borough of Roselle shall receive a raise of three percent (3%).

SECTION 2.

Effective January 1, 1997 all white collar employees employed by Borough of Roselle shall shall receive a raise of three percent (3%).

SECTION 3.

Effective January 1, 1998 all white collar employees employed by Borough of Roselle shall receive a raise of three percent (3%).

SECTION 4.

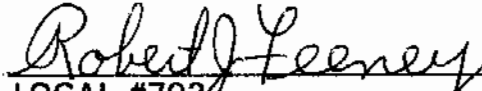
Effective January 1, 1999 all white collar employees employed by the Borough of Roselle shall receive a raise of three percent (3%).

DURATION OF AGREEMENT

This agreement shall be effective January 1, 1996 and shall continue in force and effect until December 31, 1999.


MAYOR


JOHANNA BREDEN/BOROUGH CLERK


LOCAL #702


MAUREEN SALES/CO-STEWARDESS


KATHY L. VOGLER/CO-STEWARDESS