

**AGREEMENT**

between

**BOROUGH OF**

**ROSELLE**

Borough of  
and

UNION COUNCIL #8,

NEW JERSEY

CIVIL SERVICE

ASSOCIATION

1989 - 1990

(WHITE COLLAR EMPLOYEES -)

THIS AGREEMENT made 14th day of April 1989, between the BOROUGH OF ROSELLE, a municipal corporation of the State of New Jersey, hereinafter referred to as the Borough, and UNION COUNCIL #8, NEW JERSEY CIVIL SERVICE ASSOCIATION, hereinafter referred to as the Association.

WITNESSETH:

Mayor and Council of the Borough of Roselle, after negotiating with Union Council #8, declares as follows:

The Borough hereby recognizes Union Council No #8, New Jersey Civil Service Association, 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:

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

|                        |                        |
|------------------------|------------------------|
| 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 who are required to work on a regularly scheduled holiday shall be paid for the holiday, plus payment at time and one-half their regular rate of pay for all hours actually worked on the holiday.

2. 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. An employee's 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.

3. All unit employees shall be entitled to compensation for overtime worked at the following rate;

32½ (thirty-two & one-half) to 35  
(thirty five) hours at straight time

Time after 35 (thirty five) hours  
per week at 1-½ (one and one-half) times the  
employees hourly rate.

Police Department Clerks and Municipal Court Clerks  
called in for emergency purposes, will receive  
1-½ 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.

4. For the calendar year 1989 employees will receive  
an increase of \$2,000.00 to their base pay, and for 1990 an  
increase of \$2,000.00 to their base pay.

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% of base pay  
After fifteen years.....6% of base pay  
After twenty years.....8% of base pay  
After 25 years.....10% of base pay

All employees hired after 1975 shall be excluded  
from Longevity benefit. Should another Council  
#8 unit of the Borough negotiate the reinstatement  
of Longevity pay as an ongoing item, then  
the white collar workers will be subject to  
the same agreement.

An employee with 25 (twenty-five) 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 31 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.

6. An employee is eligible for three 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, aunt, uncle or other relative  
residing in the employee's household.

7. Vacation Schedule

An employee shall earn one day per month from date of employment to be taken after January 1 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 shall take vacation time subject to the Borough's approval, which shall not be unreasonably 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 benefit for the calendar year in which she/he retires, regardless of the number of months worked during that year.

If an employee dies while having 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.

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.

8. 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 for eligible dependents, with the employee bearing the full cost of the dependent coverage.

9. Sick Pay:

Sick pay shall be paid on the basis of one day's pay for each two days of unused annual sick days. Election to take payment must be made by the employee no later than January 15 of the succeeding year.

Employees are eligible for 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 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.

10. Prescription Plan:

The Borough shall continue a two dollar 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.

11. Optical Plan

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

12. 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.

13. If a clerical opening occurs within the Borough, the President of Council No.#8 and the Shop Steward will be notified in writing of the opening at least five days prior to Mayor and Council taking any action to fill this position.

14. Maternity Leave:

An employee is eligible for eight (8) week's 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.

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

16. 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 employees, which are not specifically set forth in this agreement, shall be continued in full force and effect during the term of this agreement without alteration or diminution.

17. Representation Fee

(a) Notice & 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. 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 section "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 representation fee, and such changes shall be reflected in any deductions 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 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 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 & Return" system pursuant to the

foregoing law which is available to employees who pay the Representation Fee.

17. Grievance Procedure

The following procedure for adjusting grievances between the Borough and the Association is intended to provide the Borough and the Association 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 a member of the Association as to the meaning, application, or operation of any of the provisions of the contract between the Borough and the Association, such grievance shall be presented by either party to their department head, as hereinafter set forth in Step A, within no more than ten days from the date on which the grievance came into being and processed in the manner set forth hereinafter:

Step A. The appropriate Association representatives, the aggrieved party, and the Department Head and/or representatives shall meet no later than ten days after the presentation of said grievance with a view toward a settlement of the dispute. Should an agreement not be reached within ten 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 days from the date of submission of the written statement hereinbefore referred to, the appropriate Association representatives, the aggrieved party, and the Borough Administrator shall meet with a view toward reaching a settlement of the dispute. Should an agreement not be reached within ten 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 days from the date of submission of the written statement hereinbefore referred to, the appropriate Association 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 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 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 dealing 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 the Association shall have the right to submit a grievance to arbitration.

The reasonable expenses of the Arbitrator shall be borne equally by the Borough and the aggrieved employee, 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.

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

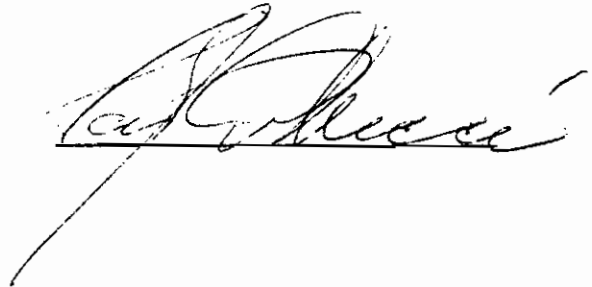
It is further agreed that additional meetings in each step may be held by mutual consent with a view to reaching an agreement at the lowest possible step and that the Borough Administrator and the Department Head or his authorized representative may be present at any or all meetings.

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



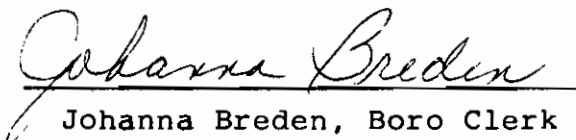
IN WITNESS WHEREOF the said parties have hereunto set their hands and seals and/or caused these presents to be signed by its Mayor or authorized official, attested to by its Clerk, and the Municipal Seal to be affixed hereto, the day and year first written above.

BOROUGH OF ROSELLE



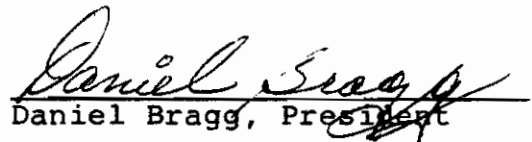
A handwritten signature in cursive script, likely the Mayor's, written over a horizontal line.

ATTEST:



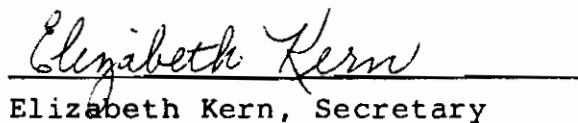
Johanna Breden  
Johanna Breden, Boro Clerk

UNION COUNCIL #8 N.J.C.S.A.



Daniel Bragg  
Daniel Bragg, President

ATTEST:



Elizabeth Kern  
Elizabeth Kern, Secretary