

AGREEMENT

between

BOROUGH OF

ROSELLE

Borough of

and (Public Works
Employees)

UNION COUNCIL #8

NEW JERSEY

CIVIL SERVICE

ASSOCIATION

X1987 - 1988

THIS AGREEMENT MADE THIS 1st DAY OF OCT, 1987 BETWEEN THE BOROUGH OF ROSELLE, A MUNICIPAL CORPORATION OF THE STATE OF NEW JERSEY, HEREINAFTER REFERRED TO AS THE BOROUGH, AND UNION COUNCIL 8, HEREINAFTER REFERRED TO AS THE ASSOCIATION:

WITNESSETH:

MAYOR AND COUNCIL OF THE BOROUGH OF ROSELLE, AFTER NEGOTIATING WITH UNION COUNCIL 8, DECLARES:

THE BOROUGH RECOGNIZES UNION COUNCIL 8, NEW JERSEY CIVIL SERVICE ASSN. AS THE EXCLUSIVE REPRESENTATIVE OF THE EMPLOYEES OF THE PUBLIC WORKS DEPT. OF THE BOROUGH OF ROSELLE:

IN CONSIDERATION OF THEIR MUTUAL PROMISES, COVENANTS AND AGREEMENTS HEREIN CONTAINED, THE PARTIES HERETO, FOR THEMSELVES, THEIR SUCCESSORS AND THEIR 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 YEARS DAY, MARTIN LUTHER KING DAY, LINCOLN'S BIRTHDAY, WASHINGTON'S BIRTHDAY, GOOD FRIDAY, MEMORIAL DAY, INDEPENDANCE DAY, LABOR DAY, COLUMBUS DAY, ELECTION DAY, THANKSGIVING DAY, FRIDAY AFTER THANKSGIVING, CHRISTMAS DAY.

ONE (1) ADDITIONAL HOLIDAY OF THE EMPLOYEE'S CHOICE (I.E. BIRTHDAY), AND THE REQUESTED DAY SHALL BE SUBMITTED TO HIS SUPERVISOR FOR APPROVAL. THIS DAY SHALL NOT BE TAKEN IN NOVEMBER.

WHENEVER A HOLIDAY FALLS ON SATURDAY, THE PRECEDING WORKDAY SHALL BE CELEBRATED AS A PAID HOLIDAY. WHENEVER A HOLIDAY SHALL FALL 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 A MAXIMUM OF FIVE (5) DAYS OFF FOR PERSONAL BUSINESS. ELIGIBILITY FOR THESE DAYS OFF WITH PAY SHALL BE DETERMINED BY THE SUPERINTENDANT OF HIGHWAYS UPON REQUEST OF THE EMPLOYEE. SAID DAYS SHALL BE GRANTED FOR SERIOUS PERSONAL REASONS. UPON REFUSAL BY THE SUPERINTENDANT OF HIGHWAYS, THE EMPLOYEE SHALL HAVE THE RIGHT TO APPEAL THE DENIAL TO THE BOROUGH ADMINISTRATOR.

3. THE EMPLOYEE SHALL BE GRANTED A MINIMUM OF FOUR (4) HOURS PAY AT THE REGULAR HOURLY RATE FOR A CALL-IN, IF AND WHEN CALLED IN AFTER NORMAL WORKING HOURS. IF THE CALL-IN INVOLVES ACTUAL TIME THAT IS MORE THAN THE MINIMUM CALL-IN HOURS, THEN ALL HOURS WORKED SHALL BE PAID AT A RATE 1.5 TIMES THE REGULAR HOURLY RATE. DOUBLE TIME SHALL BE PAID FOR ANY HOURS WORKED DURING NEW YEARS DAY, THANKSGIVING, CHRISTMAS AND LABOR DAY.

ALSO, A RATE OF 1.5 TIMES THE NORMAL HOURLY PAY RATE SHALL BE PAID FOR ALL HOURS WORKED OVER 8 HOURS ON REGULAR DAYS: 1.5 TIMES NORMAL HOURLY RATE ON SATURDAYS AND OTHER GRANTED HOLIDAYS: 1.5 TIMES NORMAL HOURLY RATE ON SUNDAYS, EXCEPT THAT THE HOURLY PAY RATE SHALL BE 2 TIMES THE NORMAL HOURLY RATE IF THE EMPLOYEE HAD WORKED THE PREVIOUS DAY OR WORKS THE NEXT SCHEDULED WORKDAY. THERE WILL BE NO CESSATION IN PAID HOURS FOR MEAL TIME AFTER PERIODS OF 4 HOURS WORK. ALSO, WHEN THE EMPLOYEES HAVE WORKED FOR A PERIOD OF 10 CONSECUTIVE HOURS DURING SNOW REMOVAL AND SALTING OPERATIONS, IN LIEU OF A REST PERIOD, THE EMPLOYEES SHALL BE PAID 2 ADDITIONAL HOURS AND BE COMPENSATED AT THE OVERTIME RATE WHEN IT IS INTENDED THAT THE OVERTIME PERIOD WILL CONTINUE AFTER THE RELIEF PERIOD, THIS WILL ALSO BE FOR ANY EMERGENCY DECLARED BY THE SUPERINTENDANT OF HIGHWAYS.

4. FOR THE CALENDER YEAR 1987, ALL EMPLOYEES ARE TO RECEIVE A SALARY INCREASE OF 7% AND IN 1988 A SALARY INCREASE OF 7.5%. THE PRESENT INCREMENT SYSTEM SHALL BE MAINTAINED SO THAT ALL EMPLOYEES SHALL RECEIVE ANNUAL INCREASES DURING THE FIRST THREE YEARS OF EMPLOYMENT IN ADDITION TO ANY OVERALL PAY INCREASES. THE AFORESAID ANNUAL INCREASES SHALL BE IN THREE EQUAL PAYMENTS REPRESENTING THE DIFFERANCE BETWEEN THE MINIMUM AND MAXIMUM PAY RANGES SO THAT AN EMPLOYEE SHALL PROCEED FROM THE MINIMUM TO THE MAXIMUM WITHIN 3 YEARS OF THE COMMENCEMENT OF EMPLOYMENT.

5. THE BOROUGH WILL BUY AND SUPPLY ALL UNIFORMS AS NEEDED. THE FIRST ISSUE WILL CONSIST OF 6 SHIRTS, 4 PAIRS OF PANTS, 2 LIGHT JACKETS, AND 1 HEAVY WINTER COAT. THESE UNIFORMS ARE TO BE MAINTAINED BY THE EMPLOYEE.

IN ADDITION THE BOROUGH WILL PROVIDE 2 PAIRS OF WORK SHOES TO THE EMPLOYEE: SUCH SHOES TO BE REPLACED WHEN WORN OUT. EMPLOYEES FOUND AFTER WORKING HOURS WEARING UNIFORMS AND SHOES AS PERSONAL CLOTHING SHALL BE FINED 2 DAYS PAY.

THE BOROUGH SHALL ALSO PROVIDE AT NO COST TO THE EMPLOYEE 2 PAIRS OF BOOTS: 1 PAIR OF RUBBER TROOPER TYPE BOOTS AND 1 PAIR OF INSULATED BOOTS FOR WINTER USE AND 1 RAIN SUIT AS NEEDED. THE BOROUGH ALSO AGREES TO PROVIDE AT NO COST TO THE EMPLOYEE 3 POLO SHIRTS FOR SUMMER USE, PER YEAR.

6. IT IS UNDERSTOOD AND AGREED THAT ANY BROKEN SERVICE UP TO A TWO YEAR MAXIMUM BY ANY EMPLOYEE WHO HAS LEFT THE DEPARTMENT OF PUBLIC WORKS IN GOOD STANDING SHALL BE COUNTED AS CONTINUOUS SERVICE FOR THE PURPOSE OF COMPUTING LONGEVITY PAY AND CHOICE OF VACATION SCHEDULE.

7. 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 THOSE EMPLOYEES HIRED BETWEEN JULY 1 AND DECEMBER 31.

LONGEVITY PAY IS GRANTED AS FOLLOWS:

AFTER 5 YEARS.....	2%	OF HOURLY
AFTER 10 YEARS.....	4%	OF BASE PAY
AFTER 15 YEARS.....	6%	
AFTER 20 YEARS.....	8%	
AFTER 25 YEARS.....	10%	

ALL EMPLOYEES HIRED AFTER PASSAGE OF ORDINANCE 1344 SHALL BE EXCLUDED FROM SECTION 7. EFFECTIVE DATE OF THE ORDINANCE IS MARCH 1, 1975.

8. VACATION SCHEDULE:

- UP TO ONE YEAR OF SERVICE- ONE DAY FOR EACH MONTH OF SERVICE.
- 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

EMPLOYEES MAY CARRY-OVER NO MORE THAN FIVE DAYS VACATION FROM ONE CALENDER YEAR TO THE NEXT PROVIDING THEY HAVE ADVANCE APPROVAL OF THE DEPARTMENT HEAD. A CRRY-OVER MAY OCCUR ONLY WITH THE DEPARTMENT HEAD'S ADVANCE AUTHORIZATION. FAILURE TO OBTAIN SAID AUTHORIZATION PRIOR TO DECEMBER 31 OF THE CALENDER YEAR IN WHICH THE VACATION TIME FOR CARRY-OVER IS AVAILABLE WILL RESULT IN THE LOSS OF THE TIME TO THE EMPLOYEE.

9. UNUSED SICK DAYS BUY-BACK

UNUSED SICK DAYS SHALL BE BOUGHT BACK BY THE BOROUGH ON THE BASIS OF ONE DAYS PAY FOR EACH TWO DAYS OF UNUSED ANNUAL SICK DAYS. ELECTION TO TAKE PAYMENTS MUST BE MADE BY THE EMPLOYEE NO LATER THAN JANUARY 15 OF THE SUCCEEDING YEAR. THIS BENEFIT SHALL BEGIN WITH THE ACCRUAL OF DAYS FOR THE CONTRACT YEAR 1978 AND SHALL BE NON-CUMULATIVE

10. (A) THREE DAYS FOR DEATH IN IMMEDIATE FAMILY; i.e., SPOUSE, CHILD PARENTS, BROTHER, SISTER, OR OTHER CLOSE RELATIVE RESIDING IN THE EMPLOYEE' HOUSEHOLD. ADDITIONAL DAYS, IF NEEDED, MAY BE CHARGED TO PERSONAL DAYS. IF PERSONAL DAYS ARE EXHAUSTED, THE EMPLOYEE MAY APPLY VACATION DAYS- NOT TO EXCEED A TOTAL OF TEN DAYS.

B. EMPLOYEES WHO ARE ASSIGNED TO JOBS OF A HIGHER CLASSIFICATION OTHER THAN NORMAL CLASSIFICATION, SHALL BE COMPENSATED AT THE RATE OF PAY FOR THE HIGHER CLASSIFICATION IN THE SAME STEP AS CURRENTLY COMPENSATED FOR HIS REGULAR CLASSIFICATION.

C. UNION DUES SHALL BE COLLECTED BY THE BOROUGH TREASURER AS A PAYROLI DEDUCTION AT THE CURRENT RATE OF \$1.25 PER PAY FOR 48 PAY PERIODS A YEAR.

D. WHEN NECESSARY SPACE IS AVAILABLE, THE BOROUGH AGREES TO GIVE FULL CONSIDERATION TO PROVIDING 2 LOCKERS FOR EACH EMPLOYEE.

E. THE EMPLOYEE SHALL BE PROVIDED WITH A WRITTEN AND ORAL EXPLANATION OF COVERAGES UNDER RIDER J AND OR MAJOR MEDICAL.

F. RETIREES MAY CONTINUE AS PARTICIPANTS IN BLUE CROSS, BLUE SHIELD MAJOR MEDICAL, AND RIDER J AND ANY OTHER ADDITIONAL PROTECTIVE INSURANCE GRANTED BEFORE RETIREMENT. EACH EMPLOYEE AGREES TO PAY THE BOROUGH THE GROUP RATE PREMIUMS FOR SUCH COVERAGE.

G. SCHEDULED SATURDAY WORK- WILL BE TOLD TO THE EMPLOYEES BEFORE THE END OF HIS THURSDAY WORK DAY- EXCEPT WHERE AN EMERGENCY MAY ARISE.

11. A. A \$2.00 CO-PAY PRESCRIPTION PLAN WILL BE MADE AVAILABLE AT NO COST TO THE EMPLOYEE FOR THE TERM OF THIS AGREEMENT.

A. A DENTAL INSURANCE PLAN FOR EMPLOYEE AND SPOUSE SHALL BE PROVIDED WITH THE FULL COST TO BE PAID BY THE BOROUGH FOR THE TERM OF THIS AGREEMENT.

EFFECTIVE JULY 1, 1985, THE EMPLOYEE MAY ELECT TO HAVE DEPENDANT CHILDREN COVERED BY THE DENTAL INSURANCE PLAN. THE FULL COST OF THIS COVERAGE IS TO BE PAID BY THE EMPLOYEE THROUGH PAYROLL DEDUCTION.

B. EFFECTIVE JULY 1, 1985, THE BOROUGH SHALL PROVIDE TO EACH EMPLOYEE AN OPTICAL INSURANCE PLAN PROVIDING ONE EYE EXAMINATION, THE COST NOT TO EXCEED \$18.00, AND ONE PAIR OF PRESCRIPTION EYEGLASSES, THE COST NOT TO EXCEED \$60.00, EVERY 24 MONTHS.

12. REPRESENTATION FEE

A. NOTICE AND AMOUNT OF FEE.

IF AN EMPLOYEE OF 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 A FEE IN LIEU OF DUES FOR SERVICES RENDERED BY THE ASSOCIATION, AND THEREBY OFFSET THE COSTS 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 REGULAR MEMBERSHIP DUES INITIATION FEES, AND ASSESSMENTS CHARGED BY THE ASSOCIATION TO ITS OWN MEMBERS. THE 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 PARAGRAPH 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 PAYCHECKS PAID TO EACH EMPLOYEE ON THE AFORESAID LIST DURING THE MEMBERSHIP PERIOD FIXED BY THE ASSOCIATION. THE DEDUCTION WILL BEGIN WITH THE FIRST PAYCHECK 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 A LAYOFF, IN WHICH EVENT THE DEDUCTIONS WILL BEGIN WITH THE FIRST 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 THE REPRESENTATION FEE 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 PUPOSE 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.

13. GRIEVANCE PROCEDURE

THE FOLLOWING PROCEDURE FOR ADJUSTING GRIEVANCES BETWEEN THE BOROUGH AND SAID EMPLOYEES WITH FULL OPPURTUNITY 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 EMPLOYEES OF THE DEPARTMENT OF PUBLIC WORKS AS TO THE MEANING, APPLICATION, OR OPERATION OF ANY OF THE PROVISIONS OF THE CONTRACT BETWEEN THE BOROUGH AND THE EMPLOYEES OF THE DPW, SUCH GRIEVANCE SHALL BE PRESENTED BY EITHER PARTY TO THE SUPERINTENDANT OF THE DEPARTMENT, AS HEREINAFTER SET FORTH IN STEP A, WITHIN NO MORE THAN 10 DAYS FROM THE DATE ON WHICH THE GRIEVANCE CAME INTO BEING AND PROCESSED IN THE MANNER SET FORTH HEREINAFTER:

STEP A: THE APPROPRIATE DPW REPRESENTATTIVES, THE AGGRIEVED PARTY, AND THE SUPERINTENDANT OF THE DEPARTMENT AND OR HIS REPRESENTATIVES SHALL MEET NO LATER THAN TEN DAYS AFTER PRESENTATION OF SAID GRIEVANCE WITH A VIEW TOWARDS 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 SUPERINTENDANT ON A FORM PROVIDED BY THE BOROUGH FOR REFFERAL OF SAME TO STEP B.

STEP B: WITHIN TEN DAYS FROM THE DATE OF SUBMISSION OF THE WRITTEN STATEMENT HERINBEFORE REFERRED TO, THE APPROPRIATE DPW 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 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 REFFERAL OF SAME TO STEP C.

STEP C. WITHIN TEN DAYS FROM THE DATE OF THE SUBMISSION OF THE WRITTEN STATEMENT HEREINBEFORE REFERRED TO, THE APPROPRIATE DPW 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 HIS DESIGNATED REPRESENTATIVES, SHALL SUBMIT THE GRIEVANCE TO THE STATE PUBLIC EMPLOYMENT RELATIONS COMMISSION FOR ASSIGNMENT OF AN ARBRITRATOR.

THE REASONABLE EXPENSES OF THE ARBRITRATOR HERINBEFORE REFERRED TO SHALL BE BORNE EQUALLY BY THE BOROUGH AND THE EMPLOYEE UNIT, 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 TH EVENT THE DPW 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 RQUIRES THE ATTENDANCE OF WITNESSES AT SAID HEARING WHO ARE MEMBERS OF THE DPW, 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 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 THE 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.

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 SUPERINTENDANT OF THE DEPARTMENT OR HIS REPRESENTATIVES MAY BE PRESENT AT ANY OR ALL MEETINGS

EMPLOYEE OR EMPLOYEE REPRESENTATIVES SHALL BE GRANTED TIME OFF WITH PAY FOR THE PURPOSE OF ATTENDANCE AT GRIEVANCES OR HEARINGS.

14. ALL WRITTEN PRIOR POLICIES AGREED UPON BETWEEN THE BOROUGH AND THE D.P.W. EMPLOYEES, SHALL REMAIN IN FULL FORCE AND EFFECT UNLESS MODIFIED BY THIS AGEEMENT.

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 HERETO AFFIXED THE DAY AND YEAR FIRST WRITTEN ABOVE.

ATTEST:

BOROUGH OF ROSELLE

JOHANNA BREDEN
BOROUGH CLERK

SAM J. COLUCCI
MAYOR

UNION COUNCIL NUMBER 8, N.J.C.S.A.

BY: *Daniel Bragg* President
Elizabeth Kern
John D. [unclear] Secretary
Arthur S. [unclear]