

ARTICLE I

RECOGNITION

A. The Borough of Roselle retains and reserves until itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey, and of the United States, including, but not limited to the following:

1. The executive management and the administrative control of the control of the Borough's government and its properties and facilities and the activity of its employees;

2. To hire all employees and, subject to the provisions of laws, to determine their qualifications and conditions for continued employment or assignments, and to promote to transfer employees;

3. To suspend, promote, demote, transfer, assign, reassign, discharge or take other disciplinary action for good and just cause according to law;

4. To establish and enforce a code of rules and regulations of the Department for the operation of the Department.

5. To take whatever action may be necessary to carry out the mission of the governing body in cases of emergency.

6. All other management rights as stated in the balance of the Agreement.

The parties understand that the governing body, not the employees, possesses both the authority and the responsibility for governing the municipality as provided by law. Nothing herein shall be construed to deny or restrict either party of, or in its rights, responsibilities under N.J.S. Title 11, 34, 40 and 40A or any other national, state, county or other applicable law.

ARTICLE 2

WAGES

A. Across-the-board increases in base pay and in increments as follows:

1. January 1, 2003 3%
2. January 1, 2004 3%
3. January 1, 2005 1.5%

B. The week's bonus shall be paid in lieu of holidays or sick days.

ARTICLE 3

HEALTH INSURANCE

A. Employees hired after September 1, 1998 shall not be entitled to health insurance or prescription benefits.

B. All employees shall receive the State Health Benefit prescription plan.

ARTICLE 4

SEVERABILITY AND SAVINGS CLAUSE

A. If any article or section of this agreement or of any supplements or riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of the Agreement and of any supplements or riders thereto, or the application of such article or section to persons or circumstances other than those as to which it has been invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

B. In the event that any article or section is held invalid or enforcement of or compliance with which has been restrained as set forth above, the parties affected thereby shall enter into immediate collective bargaining negotiations after receipt of written notice of the desired amendments by either Borough or Union for the purpose of attempting to arrive at a mutually satisfactory replacement for such article or section during the period of invalidity or restraint.

C. If the parties do not agree on a mutually satisfactory replacement within sixty (60) days after receipt stated written notice, either party shall be permitted all legal recourse in support of its demands notwithstanding any provisions of this Agreement to the contrary.

ARTICLE 5

UNIFORMS

The Borough shall issue one (1) winter jacket to each union employee no later than November 1, 2003. Additionally, the Borough shall issue one (1) spring jacket to each unit employee no later than March 1, 2004. Each employee shall receive one (1) of each style jacket over the term of this agreement.

ARTICLE 6

RADIOS

The Borough agrees to look into the possibility of issuing an emergency type phone/radio for each crossing guard. The phone/radio will be limited to "911" access. The parties will create a committee to address the feasibility of this phone/radio.

ARTICLE 7

SNOW DAYS

The Borough shall continue the practice of compensation for a total of three (3) snow days as follows:

1. If the employees are called by 12 midnight the night before a snow day, the employee will not be required to _____, nor will they be paid; and

2. If the employees are called the morning of one snow day, the employee will be paid for one day.

ARTICLE 8

ENTIRE AGREEMENT

This Agreement contains the entire Agreement between the parties. No amendment, modification or addendum to this Agreement shall be effective unless in writing dated subsequent to the date hereof and executed by the duly authorized signatories for each parties. The requirements for such a writing shall apply to any waiver of the requirement of a written modification pursuant to this article, and this shall be deemed an essential term of the Agreement.

ARTICLE 9

DURATION

This Agreement shall commence January 1, 2003 and shall continue until June 30, 2005.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

ATTEST:

BOROUGH OF ROSELLE

By: _____
JOSEPH CROTEAU, MAYOR

ATTEST:

OPEIU

By: _____
Business Representative

By: _____
Chief Steward

AGREEMENT

Between

BOROUGH OF ROSELLE

And

**LOCAL 32 OPEIU
(CROSSING GUARDS)**

JANUARY 1, 2003 - JUNE 30, 2005

**Law Offices of
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