

AGREEMENT

Between

BOROUGH OF ROSELLE

And

**LOCAL 32 OPEIU
(CROSSING GUARDS)**

January 1, 2018 through December 31, 2021

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ARTICLE 1: MANAGEMENT RIGHTS

A. The Borough of Roselle retains and reserves unto itself, without limitations, all powers, rights authority, duties, and responsibilities conferred upon and vested in it prior to 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 law to determine their qualifications and conditions for continued employment or assignments and to promote or 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 valance of the agreement.

The parties understand that the governing body, not the employee, 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, 2018 2% retroactive;
2. January 1, 2019 2% retroactive;
3. January 1, 2020 2%; and
4. January 1, 2021 2%.

B. Employees shall receive two (2) paid holidays (Thanksgiving and the day after Thanksgiving) per year at their regular rate of pay.

ARTICLE 3: SICK LEAVE

- a. All unit members will receive twelve (12) hours of sick leave in a calendar year.
- b. The minimum usage for sick leave is in one-half ($\frac{1}{2}$) hourly increments.
- c. If an employee is scheduled for two posts (AM and PM or AM and lunch), use of sick leave for both posts shall equal 3 hours.
- d. If an employee is scheduled for three posts (AM, lunch and PM), use of sick time for all posts shall equal four (4) hours.
- e. A maximum of twelve (12) sick leave hours may be carried over into the next year. All Otherwise, sick leave hours will not accrue from year to year and will be lost if not used in the calendar year given. Unused sick time is forfeited at retirement or other separation of employment from the Borough.

ARTICLE 4: BEREAVEMENT LEAVE

- a. All unit members will be granted ten (10) hours of funeral leave with pay for the death of an immediate family member. Immediate family includes:
Spouse, civil union partner, domestic partner, child, parent, brother, sister, grandparents, grandchildren, mother-in-law, father-in-law, brother-in-law, sister-in-law, aunt, and uncle.
- a. Reasonable verification of the event may be required by the Borough.

ARTICLE 5: HEALTH INSURANCE

- A. Employees hired after September 1, 1998 shall not be entitled to health insurance or prescription benefits.
- B. All eligible employees shall receive full paid medical and prescription benefits pursuant to the Borough's current plan.
- C. Traditional plan is no longer an option and all eligible employees will be changed to direct access plan.
- D. Employees will be notified of any change to the health plans offered by the Borough.

ARTICLE 6: 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 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 had 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 amendment by either Borough of 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 7: UNIFORMS

- A. Each employee shall receive one (1) of each style winter and spring jacket, protective safety vest, rain hat, winter hat, set of raingear, winter boots, and winter gloves over the term of the agreement. Replacement of any of the listed items will be done on a wear and tear basis as determined by the Borough, with the replacement cost to be borne by the Borough.
- B. When employee leaves employ of the Borough, all equipment must be turned in prior to his/her departure.
- C. All employees must utilize equipment as provided. Failure to do so will lead to disciplinary action against the employees.

ARTICLE 8: GRIEVANCE PROCEDURE

- A. Definition. A grievance is any dispute or difference between one or more employees as represented by the union and the employer over the application or interpretation of this agreement.
- B. Intent. The intent of all grievances is to seek a constructive resolution of a substantive problem, dispute or misunderstanding. It shall not be used for any other purposes.
- C. Submission. Only the shop steward or assistant shop steward may submit a grievance. It must be in writing and signed by at least one shop steward and one other union member. The written grievance must specifically state the contract clause that is bring grieves and why the union believe that there has been a violation or misinterpretation. Grievances are submitted after the stipulated deadline shall be returned unanswered.
- D. Procedures. The following steps shall be used to process all grievances.

1. STEP ONE – Should a grievance arise between the Borough and the Local 32, such a grievance shall be presented in writing to the Chief no more than five (5) work days from the date of which the grievance occurred. The Chief shall respond to the grievance within ten (10) calendar days.
 2. STEP TWO – PRESENTATION AND RESPONSE TO WRITTEN GRIEVANCE. If the matter in question is not satisfactorily resolved in Step One, the Union shall present a written grievance to the Borough Administrator in accordance with the requirements outlines in this contract article. The Borough Administrator shall have five (5) workdays to present a written response to the union shop steward. The union shall have five (5) calendar days to accept the written response or submit a written appeal to the Mayor and Council or designee who shall be heard at Step Three. The decision of the Borough Administrator shall be final and may not be appealable to arbitration.
- E. Time Limits. Every effort shall be made by all parties to honor the time limits set forth in the grievance procedure steps. The time limits may be waived by mutual agreement of both parties.
- F. Additional meetings. Additional meetings may be held at each step of the grievance process with the mutual consent of both parties. The time limits shall be adjusted accordingly.
- G. Relationship to Disciplinary Process. Nothing within this article or the application of the grievance procedure shall eliminate, repeal, or modify local ordinances and procedure or civil action service regulations and procedures regarding disciplinary action filed against and individual member of the union.

ARTICLE 9: SNOW DAYS and EARLY DISMISSAL

A. 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 report nor will they be paid; and

2. If an employee is called after midnight on a snow day, the employee shall be paid for the work day, without having to report.

C. If an unplanned early dismissal day is effectuated by the Borough and/or Board of Education, the employee shall be paid for the entire work day. Planned early dismissal days as per the Board of Education calendar are not affected by this provision.

D. If the Governor of the State of New Jersey declares a state of emergency for Union County that prevents employees from reporting to work (for the period that the Roselle School District is closed), employees shall receive two (2) hours pay at their regular rate.

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, 2018 and shall continue until December 31, 2021.

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

ATTEST:

Lydia Massey
Lydia Massey, Clerk, Acting

7/2/19
Date

BOROUGH OF ROSELLE

Christine Dansereau
Christine Dansereau, Mayor

7/2/19
Date

OPEIU LOCAL 32

6/20/19
Date

Mary Short
Mary Short, President

5/31/19
Date

Bill Henning, Business Manager
Ricky Graham
Ricky Graham

5-31-19
Date

Michelle Nowlin
Michelle Nowlin

5-31-19
Date

Gerline Carpenter
Gerline Carpenter

5-31-19
Date

Ezra Brown
Ezra Brown

5-31-19
Date

Anthony Delfino
Anthony Delfino

BOROUGH OF ROSELLE



RESOLUTION NUMBER 2019-171

**RESOLUTION APPROVING THE COLLECTIVE NEGOTIATIONS AGREEMENT
BETWEEN THE BOROUGH OF ROSELLE & OPEIU LOCAL 32
(CROSSING GUARDS)**

WHEREAS, the Borough of Roselle maintains a collective negotiations agreement between the Borough and OPEIU Local 32 (Crossing Guards), which expired on December 31, 2017; and

WHEREAS, the Borough and OPEIU Local 32 (Crossing Guards) collectively negotiated new terms and conditions of employment for the members of the Crossing Guards unit for the term January 1, 2018 through December 31, 2021 and have memorialized those new terms and conditions of employment in a written document; and

WHEREAS, this Council previously ratified a Memorandum of Agreement with the OPEIU Local 32 (Crossing Guards) unit.

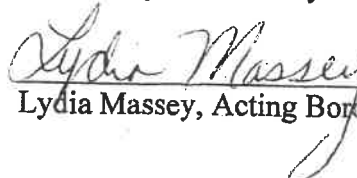
NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Borough of Roselle, County of Union, State of New Jersey, that this Council accepts the Collective Negotiations Agreement with the OPEIU Local 32 (Crossing Guards) unit for the term January 1, 2018 through December 31, 2021 as attached and made part hereof; and

BE IT FURTHER RESOLVED, that the Council authorizes the Mayor to execute the Agreement on behalf of the Borough Council; and

BE IT FURTHER RESOLVED, that this Resolution shall take effect immediately.

I, Lydia Massey, Acting Borough Clerk of the Borough of Roselle, in the County of Union, State of New Jersey, do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the Borough Council of the Borough of Roselle, County of Union, State of New Jersey at a Regular meeting of said Council held June 19, 2019.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Borough of Roselle in the County of Union and State of New Jersey this 19th day of June, 2019.


Lydia Massey, Acting Borough Clerk



BOROUGH OF ROSELLE

210 Chestnut Street, Roselle, New Jersey 07203

July 22, 2019

Mary Short, Union President
OPEIU – Union Office
3350 Highway 138
Bldg. 2 Ste. 125
Wall, NJ 07719

Dear Ms. Short:

Enclosed you will find a fully executed agreement between the Borough of Roselle and Local 32 OPEIU (Crossing Guards).

If you have any questions or require any further information, please let me know.

Sincerely yours,

Lydia D. Massey
Acting Municipal Clerk

Enclosure