

**AGREEMENT BETWEEN**

**THE BOROUGH OF ROSELLE**

**AND**

**LOCAL 32 OPEIU**  
**(PARKING ENFORCEMENT)**

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**JULY 1, 2002 THROUGH JUNE 30, 2005**

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Ruderman & Glickman, P.C.  
675 Morris Avenue, Suite 100  
Springfield, NJ 07081  
(973) 467-5111

## **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 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 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 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, CLOTHING AND LONGEVITY

A. Across-the-board increases in base pay and in increments as follows with an 18¢ per hour adjustment prior to July 1, 2002 3% raise:

1. July 1, 2002 3%
2. July 1, 2003 3%
3. July 1, 2004 3%

B. Longevity – Each member shall be paid longevity on their employment anniversary date accordingly to the following schedule:

1. At end of 5<sup>th</sup> year: \$500.00
2. Add \$100 per year up to a maximum of \$2,000.

C. All full-time parking enforcement officers will receive five (5) summer and five (5) winter uniforms, one (1) winter coat every three (3) years, and \$100.00 annual shoe allowance. Part-time officers will receive one (1) summer uniform and (1) winter uniform, including a coat when hired to be replaced as needed as solely determined by Chief of Police or designee.

D. Bi-Weekly Payroll – The membership will change to a bi-weekly payroll as quickly as reasonably possible; however at least fourteen days notice will be provided.

E. Voluntary Election of Terminal Leave – A member who will retire with 25 or more years of service to the Borough of Roselle may elect to take 3 months terminal leave in lieu of receiving 3/12 of the last annual salary. Personnel may use the benefit after completing 24 years and nine months of service to the Borough of Roselle.

Personnel on terminal leave shall be considered to have finished their service and shall not be eligible for recall.

## **ARTICLE 3**

### **HEALTH INSURANCE**

A. A. Voluntary “Opt-Out” of Health Insurance — Members who can show proof of an alternative source of health insurance for themselves, their spouse or their dependents may voluntarily opt out of the borough’s health coverage. When a member qualifies for and requests this “opt-out” the member will be paid 50% of the premium savings on a monthly basis. If the alternative source of insurance ceases to exist the member and all eligible dependents shall be immediately reinstated in the Borough’s point of service health plan with no waiting period or limitations on preexisting conditions.

B. Dental Insurance – The Borough shall make one or more additional dental insurance options available to the members. Any premium expense above the amount that is currently borne by the Borough shall be borne by the employee through a payroll deduction.

C. New Employees – New employees are limited to family coverage in the point of service health plan and single dental coverage (Prescription benefit included in the point of service plan).

D. Employee shall receive prescription plan under State Health Benefits Program.

## ARTICLE 4

### WORK WEEK AND OVERTIME

A. Standard Workweek – The standard workweek will be up to 37.5 hours per week; regular assignment of weekend time will be minimized to the greatest extent possible based upon seniority.

B. Overtime – All work hours in excess of a total of 40.0 hours per week shall be paid at a rate of 1.5 times the standard hourly rate.

C. “Hour” as Basis for All Time – For ease of computing and consistency across to all employees, compensable time shall be recorded in terms of hours. The change shall not affect any scheduling practice or procedure.

## **ARTICLE 5**

### **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 purpose.

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 being grieved and why the union believes that there has been a violation or misinterpretation. Grievances that 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 outlined 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 then 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.

3. STEP THREE – Within ten (10) days of appeal, a decision is to be made as to whether the entire Mayor and Council, a standing committee or an ad hoc committee is to sit for the propose of hearing and considered the appeal. The group selected to hear the appeal should set a date and time for the hearing. Every reasonable effort should be made to conduct the hearing within fifteen (15) calendar days of the written appeal. The Board or the Chairperson of the committee assigned to hear the appeal and the business representative of the union shall agree upon the format and conduct of hearing. Within ten (10) working days of the hearing the Borough Administrator shall present a written response to the union business representative.

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 an individual member of the union.

## **ARTICLE 6**

### **LEGAL REPRESENTATION**

The Borough shall provide legal advice and counsel to an employee in an action or legal proceeding arising out of and directly related to the lawful exercise of the duties of the employee. This benefit excludes disciplinary or criminal proceedings instituting as a result of a complaint on behalf of the municipality on accordance with Title 59 and local ordinances.

## **ARTICLE 7**

### **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 the law or by any tribunal of competent jurisdiction, or if compliance with any 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 of Roselle 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 8**

**HOLIDAY AND SICK DAYS**

A. The Borough and the Local #32, have agreed that the following holidays are hereby granted to the employees as paid holidays:

- |                        |                        |
|------------------------|------------------------|
| New Years 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          |
| Floating Holiday       |                        |

Whenever a holiday falls on a Saturday, the proceeding 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 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.

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

## **ARTICLE 9**

### **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 10**

**VACATION /PERSONAL DAYS SCHEDULE**

A. An employee shall earn one (1) day per month from date of employment to be taken after January 1<sup>st</sup> of the following year.

B. Accrual of Vacation: The vacation accrual schedule shall be as follows:

Date of employment to December 31 <sup>st</sup> -	1 day per month
One to five years	12 days per year
Sixth through tenth years	16 days per year
Eleventh through fifteen years	20 days per year
Sixteen years and beyond	25 days per year

C. 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.

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

E. The employees shall have the right to determine when she/he will 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.

F. 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 the year.

G. If an employee dies while having credit of vacation days, there shall be calculated and paid to the estate of said employee 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.

H. 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.

I. 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.

J. Each full time employee shall receive five (5) personal days per year with no carryover.

## **ARTICLE 11**

### **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 12**

**DURATION**

This Agreement shall commence July 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



**TABLE OF CONTENTS**

ARTICLE 1 - MANAGEMENT RIGHTS..... 2

ARTICLE 2 - WAGES, CLOTHING AND LONGEVITY..... 3

ARTICLE 3 - HEALTH INSURANCE..... 5

ARTICLE 4 - WORK WEEK AND OVERTIME..... 6

ARTICLE 5 - GRIEVANCE PROCEDURE..... 7

ARTICLE 6 - LEGAL REPRESENTATION..... 10

ARTICLE 7 – SEVERABILITY AND SAVINGS CLAUSE..... 11

ARTICLE 8 – HOLIDAY AND SICK DAYS.....12

ARTICLE 9 – BEREAVEMENT .....13

ARTICLE 10- VACATION SCHEDULE/PERSONAL DAYS.....14

ARTICLE 11-ENTIRE AGREEMENT.....16

ARTICLE 12-DURATION.....17

