

Contract no. 973

LIBRARY  
INSTITUTE OF MANAGEMENT  
AND LABOR RELATIONS

JUN 30 1992

RUTGERS UNIVERSITY

AGREEMENT

BETWEEN

BOROUGH OF ROSELLE PARK

AND

ROSELLE PARK CLERICAL BARGAINING UNIT

JANUARY 1, 1990 THROUGH DECEMBER 31, 1991

THIS AGREEMENT, made this            day of March,    91, between the BOROUGH OF ROSELLE PARK (hereinafter "Borough") and the CLERICAL STAFF OF THE BOROUGH OF ROSELLE PARK (hereinafter "Clerical Employees").

WITNESSETH:

WHEREAS, the parties have carried on collective bargaining for the purpose of developing a contract covering wages, hours, and other terms and conditions of employment; and

WHEREAS, the Borough has agreed to employ the Clerical Employees who have agreed to furnish their services to the Borough;

NOW, THEREFORE, in consideration of the promises and mutual agreements herein contained, the parties agree with respect to the Clerical Employees as follows:

I. TERM OF AGREEMENT.

This Agreement shall take effect on the date first above written, retroactive to January 1, 1990, and shall continue in full force and effect through December 31, 1991 or the date on which a new contract is executed, whichever is later.

II. DEFINITIONS.

(a) "EMPLOYEE"- For the purpose of this Agreement, the term "Clerical Employee" shall mean all regular, full-time employees of the Borough Clerk's office including clerks, stenographers, etc., and the Deputy Borough Clerk in 1991; excluding the Borough Clerk/ all regular full-time employees in the Tax Collector's office including

bookkeeper and clerical staff, etc. excluding the Tax Collector; all regular full-time employees in the Court Clerk's office; all regular full-time employees, excluding police officers probationary patrolmen, police trainees in the Police Department; all regular full-time employees of the Construction Code/Engineering Department except the Engineer. Full-time employees shall include only those employees regularly employed by the Borough for at least thirty five (35) hours per week. Summer employees and part-time employees shall not be considered "Clerical Employees" for purposes of this Agreement.

(b) "FAMILY"- For the purposes of this Agreement, the term "Family shall mean the spouse of the Employee and all children of the Employee 19 years of age or under.

### III. GRIEVANCE PROCEDURE

The following procedure for adjusting grievances between the Borough of Roselle Park and the Clerical Employees is intended to provide the Borough and said employees 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 the Clerical Employees as to the meaning, application, or operation of any of the provisions of the contract between the Borough and the Clerical Employees, such grievance shall be presented by either party to their department head, as hereinafter set forth in Step A, within no more than ten (10) days from the date on which the grievance came into being and processed in the manner set forth hereinafter:

Step A The appropriate Clerical representatives, the aggrieved party, and the department head and/or a designated representative shall meet not later than ten (10) days after the presentation of said grievance with a view toward a settlement of the dispute. Should an agreement not be reached within ten (10) 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.

Step B Within ten (10) days from the date of submission of the written statement, hereinbefore referred to, the appropriate Clerical representatives, the aggrieved party, and a Borough Council representative shall meet with a view toward reaching a settlement of the dispute. Should an agreement not be reached within ten (10) days from the date of 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 Council.

Step C Within ten (10) days from the date of submission of the written statement hereinbefore referred to, the appropriate Clerical representatives, the aggrieved party, and Mayor and Council shall meet with a view toward reaching a settlement of the dispute. This decision is final and should be reached within two (2) weeks from the date the grievance is presented to the appropriate parties under Step C. Should the aggrieved party not be satisfied with the decision of Mayor or Council under Step C, the aggrieved party, through his or her designated representatives, may submit the grievance to the New Jersey

Public Employees Relations Commission (P.E.R.C.) for assignment of an arbitrator at the aggrieved party's expense.

IV. SALARIES.

(a) Retroactive to January 1, 1990, each Clerical Employee employed as of January 1, 1990 shall receive a wage increase of seven percent (7%) over their 1989 adjusted base salaries which includes the 1989 increment.

(b) Effective January 1, 1991, each Clerical Employee employed as of January 1, 1991 shall receive a wage increase of six percent (6%) over their 1990 base salaries.

V. OVERTIME

(a) Overtime shall be defined as all work in excess of thirty five (35) hours per week.

(b) Whenever any Clerical Employee is required to work in excess of thirty five (35) hours per week, he/she shall be compensated in accordance with the following schedule:

- 1) 36-40 hours per week - Straight Time Pay or Compensatory Time (Employee Option).
- 2) After 40 hours per week - Time and One-half pay for each full hour.

VI. COMPENSATORY TIME.

All Clerical Employees who work overtime, shall be entitled to compensatory time off at the rate of time and one half for each overtime hour worked. The said compensatory time off shall be taken within the year it is accrued and may not be accumulated from year to year. Compensatory time off may be taken by the Clerical Employee only upon the consent and/or

approval of his/her immediate supervisor. This article is subject to the terms and conditions of the federal Fair Labor Standards Act and regulations promulgated thereunder.

#### VII. EDUCATION

The Borough agrees to pay tuition only for New Jersey Certification Courses, if approved by the Borough.

#### VIII. VACATIONS.

Clerical Employees shall be entitled to vacation time as follows:

(a) Ten (10) days vacation after the successful completion of one (1) years' employment.

(b) Fourteen (14) days' vacation after the successful completion of two(2) and three (3) years' employment.

(c) Fifteen (15) days' vacation after the successful completion of four (4) and five (5) years' employment.

(d) Eighteen (18) days' vacation after the successful completion of six(6) through ten (10) years' employment.

(e) Twenty-Two (22) days' vacation after the successful completion of eleven (11) through fifteen (15) years' employment.

(f) Twenty-Four (24) days' vacation after the successful completion of sixteen (16) through nineteen (19) years' employment.

(g) Twenty-Five (25) days' vacation after the successful completion of twenty (20) plus years' employment.

(h) Vacation periods may take place between January 1st and December 31st of each year. Vacations shall be scheduled

by seniority subject, however, to departmental requirement.

(i) Clerical Employees leaving the Borough's service for any reason, other than dismissal, will be given a proportionate amount of vacation pay earned as provided in this article.

(j) Clerical Employees shall be paid for any holiday which occurs during the regular work week and during their vacation period in addition to their regular vacation pay.

(k) Clerical Employees entitled to vacations shall be required to take them and not receive pay in lieu of earned vacation time. All vacations must be completed within each calendar year. Accrual of vacation time is prohibited.

(l) Each vacation category will be determined by Clerical Employees date of full-time employment with the Borough of Roselle Park.

(m) Any member of the Clerical Employees Bargaining Unit whose current "Schedule" is better than the "Proposed Schedule" will receive the better of the two schedules.

#### IX. MEDICAL AND DENTAL INSURANCE

(a) The Borough shall provide all Clerical Employees and their families with coverage for hospital and major medical insurance equivalent to those coverages provided in 1989. The Borough shall bear the costs of all premiums for the Clerical Employees and their families. Any Clerical Employee who shall decline to be enrolled in the aforesaid program shall be entitled to receive for the year 1990, on or about December 1, 1990, the sum of \$900.00 in lieu of said coverage, and for the year 1991,

on or about December 1, 1991, the sum of \$1000.00 in lieu of said coverage.

(b) The Borough shall provide all Clerical Employees and their families with coverage under the New Jersey Dental Service Plan, Inc., Delta Plan No. 3A, or equivalent to those coverages provided in 1989. The Borough shall bear the costs of all premiums for the Clerical Employees and their families. The Borough shall have the right to substitute a different dental insurance carrier with the consent of the Clerical Employees, which consent shall not be unreasonably withheld, provided that replacement coverage is substantially equal to or better than that afforded by the New Jersey Dental Service Plan, Inc.

(c) The Borough shall pay one-half of the premium for hospital and major medical insurance for retired Clerical Employees who have accumulated at least fifteen (15) years of service and have attained the age of sixty-two (62) years. Upon said retiree's attaining the age of sixty-five 65 years, the Borough shall pay the full cost of said insurance. This benefit shall be available upon proof that said retiree is not receiving similar benefits from another employer, a former employer or another source on a non-contribution basis.

(d) The Borough shall provide hospital and major medical insurance for retiring Clerical Employees who have accumulated at least ten (10) years of service and have attained the age of sixty two (62) years. The Borough shall pay one-half of the premium for said medical insurance up to a maximum of Three Thousand Dollars (\$3,000.00) per year for the remaining

life of the retiring Clerical Employee.

X. DRUG PRESCRIPTION PLAN.

Effective January 1, 1990, the Borough shall provide, at its expense, all Clerical Employees and their families with coverage under a drug prescription plan selected and determined by the Borough. The Borough shall, thereafter, have the right to substitute a different drug prescription plan with the consent of the Clerical Employee' Bargaining Unit, which consent shall not be unreasonable withheld provided that replacement coverage is substantially equal to or better than the original plan.

XI. MEDICAL EXPENSE COVERAGE CAP

The Clerical Bargaining Unit will agree to any medical coverage expense "cap limit" or any shared expense limit accepted by any other bargaining unit within the Borough of Roselle Park under the 1992 Contract Negotiations. Specific terms of the "cap limit" would be negotiated by the Clerical Bargaining Unit under the new contract.

XII. DISABILITY

The Borough shall continue to provide all Clerical Employees with coverage under the New Jersey State Disability Plan. The Borough shall have the right to substitute a different disability plan with the consent of the Clerical Employees, which consent shall not be unreasonably withheld provided that replacement coverage is substantially equal to or better than that afforded by the New Jersey State Disability Plan.

XIII. SICK LEAVE

(a) Each Clerical Employee with less than one (1) year

of full time service shall be allowed up to one (1) day of sick leave with pay for every month of employment.

(b) Each Clerical Employee with more than one (1) year of full time service shall be allowed up to fifteen (15) days of sick leave, with pay, per annum. Clerical Employees may accrue unused sick leave time up to the limits provided in subsections (c) and (d).

(c) Any Clerical Employee retiring during calendar years 1990 or 1991 may elect to receive a cash payment equaling one (1) day's regular base pay for each (3) days of unused sick leave time, up to a maximum of one-hundred eighty (180) days, for 1990 and one-hundred eighty days (180) for 1991.

(d) Any Clerical Employee electing the cash payment option provided for in this article shall notify the Borough Collector-Treasurer of such election by March 1st of the Calendar Year of scheduled retirement and at least thirty (30) days prior to the date of retirement of the Clerical Employee.

(e) Each Clerical Employee who is absent on account of sickness in excess of three (3) successive working days shall be required to submit to the Borough a written statement from the attending or treating physician verifying the nature and extent of the sickness.

(f) The Borough shall have the right to have a Clerical Employee who is absent on account of sickness examined by a physician or nurse in order to report on his or her condition.

(g) After a Clerical Employee has used the maximum

accumulated sick leave to which he or she is entitled, an additional period not to exceed ninety (90) days may be granted at the sole discretion of the Mayor and Council after a complete and thorough review of the medical history and medical reasons surrounding the Clerical Employee's absence. Prior to the end of the extended period, the Clerical Employee must provide the Mayor and Council with information regarding his or her intent and ability to resume his or her employment with the Borough.

(h) If a Clerical Employee is out sick before or after an authorized holiday, the holiday shall not be paid. Management may, after reviewing a Clerical Employee's attendance record, recommend that payment be permitted.

(i) Employee Sell Back Sick Leave Program.

An Employee can elect to sell back Sick Leave earned, but not used, during a calendar year. The sick leave sold back is to be calculated at the daily rate of pay at which the Sick Leave was earned and paid during the month of January of the succeeding year based on the schedule that follows. The employee must be on the Borough's payroll as a full time employee from January 1st through December 31st of the calendar year for which employee wishes to sell back unused sick leave, and be employed full time for the entire calendar year. No sick leave can be sold back for a partial year, except in the year the employee retires and begins receiving pension benefits.

Employee Sell Back Sick Leave Program Schedule

<u>Sick Leave Days Used</u>	<u>Maximum Number of Sick Leave Days that can Be Sold Back</u>	<u>Maximum Number of Sick Leave Days That Can Be Added To Accumulate Sick Leave Bank</u>
0	5	10
1	3	11
2	2	11
3	1	11
4	0	11
5	0	10
6	0	9
7	0	8
8	0	7
9	0	6
10	0	5
11	0	4
12	0	3
13	0	2
14	0	1
15	0	0

XIV. HOLIDAYS; PERSONAL DAYS

Each Clerical Employee shall receive fourteen (14) holidays with pay at their regular base rate, including: New Year's Day, Martin Luther King's Birthday; Lincoln's Birthday; Washington's Birthday' Good Friday; Memorial Day; Independence Day; Labor Day' Columbus Day; Election Day; Veterans Day; Thanksgiving Day; the Friday after Thanksgiving; and Christmas Day. Additionally, each Clerical Employee shall be entitled to two (2) half-day holidays with pay at their regular base rate, including: one-half day Christmas Eve and one-half day New Year's Eve. In the event that either day falls on a weekend, the one-half day shall be taken on the first regular work day prior to the day in question. Clerical Employees shall also receive a

holiday with pay at their regular rate for any additional holiday which is recognized under New Jersey or federal law during the contract.

Each Clerical Employee shall be entitled to leave with pay up to three(3) days due to a death in the immediate family of the Clerical Employee. Immediate family shall include his or her spouse, child, mother, father, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparents and grandchildren.

In addition, each Clerical Employee who has completed at least one (1) year of employment shall be entitled to (3) personal days each year.

#### XV. LONGEVITY

During the period of this Agreement, all Clerical Employees whose employment with the Borough commenced no later than January 1, 1975 shall be entitled to two (2%) percent of his or her previous year's base salary for every five (5) years of employment with the Borough with a maximum of ten (10%) percent longevity compensation for any one (1) individual. All periods of a Clerical Employee's full time employment with the Borough shall be considered in the computation of longevity, provided however, that no period of employment or re-employment shall be so considered if said period commenced after January 1, 1975.

#### XIII. GENDER

Whenever used in this Agreement, the words "him", "his" and "her" shall be interchangeable, except as stated elsewhere herein.

XIV. SAVINGS CLAUSE

If any term, condition or application of this Agreement shall be determined to be contrary to the laws of the State of New Jersey or the United States, or shall be invalidated by any federal or state legislation, governmental regulation or court decision, such term, condition or application shall not be deemed valid except to the extent permitted by law. However, all other terms, conditions and applications shall continue in full force and effect, and the parties may renegotiate concerning any such invalidated terms, conditions, or applications.

XV. 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 party. The requirement 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.

IN WITNESS WHEREOF the parties, by their duly authorized representatives, have hereunto set their hands and seals on the day and year first above written.

ATTEST:

Julia K. Kaulfers  
Julia Kaulfers,  
Borough Clerk

BOROUGH OF ROSELLE PARK

By: Helen Ryan  
Helen Ryan, Mayor

WITNESS:

Julia K. Kaulfers

BOROUGH OF ROSELLE PARK  
CLERICAL BARGAINING UNIT

By: Mary Leonard  
MARY LEONARD

By: Katherine A. Buldowski  
KATHERINE A. BULDOWSKI