

Union

A G R E E M E N T

Between

BOROUGH OF ROSELLE, Borough of

and

UNION COUNCIL NO. 8

NEW JERSEY CIVIL SERVICE ASSOCIATION

(Public Works Employees)

EFFECTIVE: X JANUARY 1, 1981 THROUGH DECEMBER 31, 1982

THIS AGREEMENT, made this day of , 1981,
between the BOROUGH OF ROSELLE, a municipal corporation of the
State of New Jersey, hereinafter referred to as the Borough, and
UNION COUNCIL NO. 8, NEW JERSEY CIVIL SERVICE ASSOCIATION, here-
inafter called the Association;

WITNESSETH:

WHEREAS, Mayor and Council of the Borough of Roselle have
negotiated with Union Council No. 8, N.J.C.S.A., prior to the
adoption of the 1981 budget;

The Borough hereby recognizes Union Council No. 8, New
Jersey Civil Service Association, as the exclusive representative
of employees in the Public Works Department of the Borough of
Roselle;

NOW, THEREFORE, in consideration of their mutual promises,
covenants and agreements herein contained, the parties hereto,
for themselves, their successors, and assigns, do hereby agree as
follows:

1. The Borough and Association have agreed that the
following holidays are hereby granted to the employees as paid
holidays:

| | |
|-----------------------|---------------------------|
| New Year's Day | Columbus Day |
| Lincoln's Birthday | Election Day |
| Washington's Birthday | Thanksgiving Day |
| Good Friday | Friday after Thanksgiving |
| Memorial Day | Christmas Day |
| Independence Day | Martin Luther King |
| Labor Day | |

One (1) additional holiday of the employee's choice (i.e.
birthday). Requested day shall be submitted to supervisor for
approval. This day shall not be taken in November.

Whenever a holiday falls on a Saturday, the preceding work day shall be celebrated as a paid holiday. Whenever a holiday falls 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 Superintendent of Highways upon request by the employee. Said days shall be granted for serious personal reasons. Upon refusal by the Superintendent 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 three (3) hours pay at regular hourly rate in 1981 and four (4) hours pay at regular hourly rate in 1982, for each time called in, if and when called in after normal work 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 1/2 times the regular hourly rate. Double time shall be paid for any hours worked during Thanksgiving and Christmas in 1981 and for any hours worked during Thanksgiving, Christmas, and New Year's in 1982.

Also, a rate of 1 1/2 times normal hourly pay rate shall be paid for all work over 8 hours on regular days; 1 1/2 times normal hourly pay rate on Saturdays and granted holidays; 1 1/2 times normal hourly pay rate on Sundays, except that the hourly pay rate shall be two times the normal rate if the employee had worked the previous day or works the next scheduled work day. There will be no cessation in paid hours for meal time after periods of four hours work. In addition, when the employees are working on a protracted overtime schedule, they shall be allowed two (2) hours relief after 10 hours of continuous work, and be compensated therefor at the overtime rate when it is intended that the overtime period will continue after the relief period.

4. For the calendar year 1981, all workers are to receive a salary increase of seven and one-half (7 1/2%) per cent and in 1982 a salary increase of seven (7%) per cent. The present increment system shall be maintained, so that all employees shall

receive annual increases during the first three (3) years of their employment; in addition to any overall pay increases. The aforesaid annual increases shall be in three (3) equal payments representing the difference between the minimum and maximum pay ranges so that an employee shall proceed from the minimum to the maximum of the range within three (3) years of the commencement of employment.

5. The Borough shall provide two (2) sets of clean uniforms consisting of pants and shirt, per week, per employee, during the entire work year.

In addition, the Borough shall provide one (1) clean winter jacket and one (1) head gear liner during the months of October, November, December, January, February and March.

Also, the Borough shall provide two (2) pairs of work shoes to each employee; such shoes to be replaced when worn out. Employees found after work wearing uniforms and shoes as personal clothing shall be fined two (2) days' pay.

The Borough shall also provide, at no cost to the employee, two (2) sets of boots and one (1) rain suit during the term of the within contract.

6. It is understood and agreed that any broken service up to a two (2) year maximum, by any employee who had left the Department of Public Works' employ 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 employees hired between July 1 and December 31.

Longevity pay is granted as follows:

| | |
|-----------------------------------|--------------|
| After five years | 2% of hourly |
| After ten years | 4% base pay |
| After fifteen years | 6% |
| After twenty years | 8% |
| After twenty-five years | 10% |

All employees hired after passage of Ordinance No. 1344 shall be excluded from Section 7. Effective date of ordinance is March 1, 1975.

8. Vacation schedule:

Up to one (1) year of service - one (1) 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 |

9. Unused sick days buy back:

Unused sick days shall be bought back by the Borough on the basis of one (1) day's pay for each two (2) days of unused annual sick days. Election to take payments must be made by employee no later than January 15 of the succeeding year. This benefit shall begin with the accrual of days for contract year 1978 and shall be non-cumulative.

10. (a) Three (3) days for death in immediate family; i.e., spouse, child, parents, brother, sister, or other close relative residing in employee's 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 (10) days.

(b) Employees who are assigned to jobs of a higher classification other than their normal classification, shall be compensated at the rate of pay for the higher classification in the same step as currently compensated for in his regular classification.

(c) Union dues shall be collected by the Borough Treasurer as a payroll deduction at the current rate of \$1.50 (one dollar and fifty cents) per pay for twenty-four (24) pay periods a year.

(d) When necessary space is available, the Borough agrees to give full consideration to providing two (2) lockers for each employee.

(e) The employees shall be supplied 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/or Rider J and any additional protective insurance coverage 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 employee before the end of his Thursday work day - except where an emergency may arise.

11. Effective July 1, 1981, a two (\$2.00) dollar Co-pay prescription plan will be made available at no cost to the employee for the term of the agreement.

12. REPRESENTATION FEE

(a) Notice and Amount of Fee.

If an employee in 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 of a fee in lieu of dues for services rendered by the Association, and thereby to offset the cost 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 the regular membership dues, initiation fees and assessments charged by the Association to its own members. The foregoing 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 unity 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 "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 pay checks paid to each employee on the aforesaid list during the membership period fixed by the Association. The deduction will begin with the first pay check 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 layoff, in which event the deductions will begin with the first pay 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 representation fees 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 purpose 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 employees of the Department of Public Works 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 D. P. W. as to the meaning, application, or operation of any of the provisions of the contract between the Borough and the D. P. W., such grievance shall be presented by either party to the superintendent of the department, 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 D.P.W. representatives, the aggrieved party, and the superintendent of the department and/or his representatives shall meet no 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 superintendent on a form provided by the Borough for referral of same to Step B.

Step B. Within ten (10) days from the date of submission of the written statement hereinbefore referred to, the appropriate D.P.W. 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 (10) 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 referral of same to Step C.

Step C. Within ten (10) days from the date of submission of the written statement hereinbefore referred to, the appropriate D.P.W. 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 (2) 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 arbitrator.

The reasonable expenses of the arbitrator hereinbefore referred to shall be borne equally by the Borough and the D.P.W., 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 the event that the D.P.W. 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 requires the attendance of witnesses at said hearing who are members of the D.P.W., 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 circumstances beyond their control, either party may request an extension of time but in no case shall a meeting date be later than thirty (30) 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 superintendent of the department or his authorized representatives may be present at any or all meetings.

Employee and employee representatives shall be granted time off with pay for the purpose of attendance at grievances and hearings.

14. All written prior policies agreed upon between the Borough and the Public Works' employees shall remain in full force and effect unless modified by this agreement.

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 set hereto, affixed the day and year first written above.

ATTEST:

BOROUGH OF ROSELLE

Johanna Breden
JOHANNA BREDEN, Clerk

By Elmer M. Ertl
ELMER M. ERTL, Mayor

UNION COUNCIL NO. 8
N.J.C.S.A.

By Olga Sackenski
June 4, 1981 President.

REPRESENTATIVES PUBLIC WORKS
BOROUGH OF ROSELLE

Anty V. Sacki
Representative

Joseph C. [Signature]
Representative