

AGREEMENT BY AND BETWEEN

THE BOROUGH OF ROSELLE

AND

**LOCAL 32
(WHITE COLLAR)**

JULY 1, 2014 THROUGH DECEMBER 31, 2018

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RECOGNITION

This AGREEMENT made this _____ day of _____, 200__ between the BOROUGH OF ROSELLE, a municipal corporation of the State of New Jersey, hereinafter referred to as the Borough and International Union, AFL-CIO, CLC, LOCAL #32, hereinafter referred to as the Union.

WITNESSED: Mayor and Council of the Borough of Roselle, after negotiating with LOCAL #32 declares as follows:

The Borough hereby recognizes LOCAL #32 OFFICE AND PROFESSIONAL EMPLOYEES SERVICE UNION, as the exclusive representative for the white-collar employees of the Borough of Roselle, excluding the Tax Assessor, Tax Collector, Payroll Supervisor, Executive Assistant to the Business Administrator, Court Administrator and all Department & Division Heads.

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:

ARTICLE I: REPRESENTATION FEE

SECTION 1

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 LOCAL #32 during such term or period. The purpose of the Representation Fee is to provide for payment to LOCAL #32 of a fee in lieu of dues for services rendered by the Association, and thereby to offset the cost of services rendered by LOCAL #32. The Representation Fee shall be 85% of the amount of the regular membership dues, initiation fees and assessments charged by LOCAL #32 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.

SECTION 2

The employer shall submit an up to date list of all employees in the unit to LOCAL #32 at least once each month. LOCAL #32 shall submit to the employer a list of those employees in the unit who are not members of LOCAL #32. The employer shall deduct from the salary of such

employee in accordance with Section "3" below, the full amount of the Representation Fee and shall transmit promptly the amount so deducted to LOCAL #32. LOCAL #32 shall notify the employer in writing of any changes in the list and/or the amount of Representation Fee, and such changes shall be reflected in any deductions made.

SECTION 3

Payroll Deduction Schedule

The employer shall deduct a representation fee in equal installments as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the membership period fixed by LOCAL #32. 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 employment in the 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 (10) days after the resumption of 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 regular membership dues paid to LOCAL #32 by payroll deduction.

SECTION 4

The purpose of this Article is to provide for payment of Representation Fees as set forth in Chapter 477, P.L. 1979, which may be inconsistent with said law shall be deemed to be changed to conform to said law.

The Union will indemnify the employee for any and all claims and legal fees that arise under the provisions of this article.

ARTICLE II: HOURS OF WORK AND OVERTIME

SECTION 1

All unit employees shall be entitled to compensation for overtime worked at the following rate:

- 32-1/2 (thirty two & one-half) to 35 (thirty-five) hours at straight time.
- Time after 35 (thirty-five) hours per week at 1-1/2 (one and one-half) times the employee's hourly rate. When an employee is asked to work on a paid Holiday, all overtime shall be at a rate of time and a half.
- "Hour" as basis for all time: For ease of computing and consistency across all employees,

compensable time shall be recorded and reported in terms of hours. This change shall not effect any scheduling practice or procedure.

- On Call Assignment: In those offices where an employee must carry a cell phone for the purpose of being on call after the standard work day, on weekends, and on holidays, a mutually agreed upon schedule will be prepared involving all eligible personnel.
- Police Department Clerks and Municipal Court Clerks called in for emergency purposes will receive 1-1/2 (one and one-half) times their hourly rate from the first overtime hour worked during the emergency call-in.
- On Call Compensation: An employee who is on-call for a week shall receive the equivalent of four (4) hours additional pay at time and one half. The on-call pay shall be paid in the next pay cycle after the on-call period has ended.
- Minimum Payment for Personnel Called In To Work: When the on-call employee, or any other employee, is directed to report to work after hours or on weekends, that person will receive a minimum of four (4) hours compensation at the overtime rate or actual hours worked.
- Computation of overtime shall include base pay, longevity and shift differential where applicable.

SECTION 2

Breaks

Employees are entitled to two (2) paid fifteen-minute breaks: one in the morning defined as occurring before noon) and one in the afternoon (defined as occurring after 12 noon).

SECTION 3

Job Descriptions

Job descriptions shall be made available for employee examination through the responsible Department Head. Whenever an employee is required to perform duties encompassed by a job description, which provides a higher rate of pay than that which the employee is presently earning. The employee shall be paid the higher rate of pay.

SECTION 4

Leave for Union Activity (Stewards)

The Employer agrees to provide three (3) business days without loss of pay or loss of time for Stewards to attend union conferences, meetings and/or educational programs.

ARTICLE III: SENIORITY

SECTION 1

Seniority is defined as an employee's total length of service with the Borough, beginning with the last date of hire.

SECTION 2

Seniority in classification will be considered in transfers and reassignments in accordance with New Jersey Department of Personnel regulations, though the Borough shall have the final authority to reassign or transfer an employee as workload dictates.

Seniority shall be given preference only in promotions, demotions, layoff, recall, and vacation schedule where ability to perform work and physical fitness are equal, as determined by the Department Head.

SECTION 3

Any employee discharged while serving a provisional or temporary appointment and released shall not have recourse to the Grievance Procedure as set forth in this Agreement and must utilize instead the procedures available through the New Jersey Department of Personnel, Merit System Board, to appeal such discharge or release.

SECTION 4

The Employer agrees to post notices of job vacancies and newly created positions for a period of five (5) working days prior to filling such vacancies or positions. A copy of all job postings shall be provided to the Steward, which the steward shall sign for. The filling of such vacancies and positions shall be subject to New Jersey Department of Personnel regulations. The appropriate Department Head shall interview each interested employee who is not promoted to fill a vacancy or position.

SECTION 5

If a reduction of force becomes necessary, said reduction shall be in accordance with New Jersey Department of Personnel regulations.

SECTION 6

The Borough shall maintain a seniority roster showing each employee's date of hire, classification and pay rate and shall furnish copies of same to the Union upon a reasonable request. If such a list is provided, the Union shall have forty-five (45) days thereafter to notify the Employer of any written objections to the accuracy of the roster; and if such written

objections are not so presented by the Union, then the roster shall be deemed accurate for all purposes under this agreement.

SECTION 7

If an employee is promoted to fill a vacancy and if for some reason during the working test period, either the employee does not wish to stay in the vacancy or is released by management said employee will return to the position held before such assignment.

ARTICLE IV: GRIEVANCE PROCEDURE

SECTION 1

The following procedure for adjusting grievances between the Borough and LOCAL #32 is intended to provide the Borough and LOCAL #32 with full opportunity for the presentation and hearing of grievances, with the expectation that same will be resolved at the earliest possible stage.

SECTION 2

Should a grievance arise between the Borough and a member of LOCAL #32 as to the meaning, application, or operation of any of the provisions of the contract between the Borough and LOCAL #32, 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 Union representatives, the aggrieved party, and the Department Head and/or 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 Department Head 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 herein before referred to, the Borough Administrator 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 the grievance is presented to the appropriate parties under STEP "B", the aggrieved party, through his designated representatives, shall submit the grievance to the State Public Employees

Relations Commission (PERC) for assignment of an arbitrator. The arbitrator shall have the authority to hear and determine the grievance, and his decision shall be final and binding on all parties. The arbitrator shall have no right to vary or modify the terms of this agreement. However, as an aid in interpreting the meaning of the provisions of this agreement, the arbitrator shall have the right to hear and consider evidence regarding the conditions under which the terms of this agreement were negotiated, the course of conduct and dealings between the parties in the administration, application and interpretation of this agreement, and the past practices and procedures of the parties. The arbitrator shall decide the dispute within thirty (30) calendar days after the hearing has been closed. Only the employer or LOCAL #32 shall have the right to submit a grievance to arbitration.

SECTION 3

If the Borough does not respond to a grievance pursuant to Step A and B within the time period specified the grievance shall move to the next step. The Union will notify the employer of its intent to appeal. Failure by the Union to notify the employer that it is moving the grievance to the next step in a timely fashion will result in the grievance being dismissed with prejudice.

SECTION 4

The reasonable expenses of an Arbitrator shall be borne equally by the Borough and LOCAL #32 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.

SECTION 5

In the event that the aggrieved employee requires the attendance of witnesses at said hearing and are 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 LOCAL #32, the latter agrees to release the witnesses as requested without penalty to such witnesses.

SECTION 6

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.

SECTION 7

It is agreed that the time limits set forth in items A and B 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 days in each step from the date of presentation of the grievance at the step.

SECTION 8

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 Department Head or his authorized representative may be present at any or all meetings.

SECTION 9

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

ARTICLE V: HOLIDAYS - PERSONAL - SICK DAYS

SECTION 1

Holidays

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

New Year's 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

Whenever a holiday falls on a Saturday, the preceding workday 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 may take a vacation day, personal day or comp day, the day before or the day after a holiday when the holiday comes on a Tuesday or Thursday. It is specifically understood that the Department Head will set a policy that ensures proper coverage and fairness to which employee gets off.

SECTION 2

Floating Holiday

Effective January 1, 2001 each member of the white-collar shop shall be entitled to one (1) floating holiday. This day may not be carried over into next year.

SECTION 3

Personal Days

Employees shall be granted five (5) days off per calendar year for personal business. Employee's department head shall be asked for permission for time off. Any employee requesting a personal business leave shall not be unreasonably denied. If the department head refuses this request, the employee shall have the right to appeal the denial to the Borough Administrator. Employees working under the direct supervision of the Borough Administrator shall have the right to appeal the denial to the Mayor and full Council. Any dispute over the decision shall be subject to the grievance arbitration procedures contained in this agreement.

New employees shall not be entitled to personal days during the first 90 days of employment.

SECTION 4

Sick Days

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.

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

Sick days may accumulate from year to year without limit. Any unused sick leave time will be forfeited at the time of retirement or separation from Borough employment.

ARTICLE VI: BEREAVEMENT

An employee is eligible for five (5) 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.*

One (1) day to attend funeral service for cousins.

Bereavement days may be taken later in the year of the family death. This is in case some type of memorial service is planned at a later date.

ARTICLE VII: HEALTH BENEFITS

SECTION 1

All compensation, benefits, privileges, entitlements, past procedures, rules and regulations governing working conditions, conditions of employment previously and currently enjoyed by the employee, which are not specifically set forth in this agreement, shall be continued in effect during the term of this agreement alteration or diminution.

Effective June 1, 2010: The Traditional Plan is no longer an option. All employees will change to direct access plan.

Employees will be notified of any change to the health plans offered by the Borough.

SECTION 2

Medical Benefits at Retirement

The Borough shall continue to pay health benefits for an employee retiring with twenty-five (25) years of service.

As delineated in Ordinance Section 25-5(A) of the Borough Code {#2394-11, adopted 3/16/11} – see Appendix A annexed hereto.

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 quarterly basis for any such waiver filed before May 21, 2010. For any "opt out" waivers filed on or after May 21, 2010, the member will be paid either 25% of the amount saved by the Borough due to the employee's opting out of coverage or \$5,000.00, whichever is less. If the alternative source of insurance ceases to exist, the member and all eligible dependents shall be immediately reinstated in the health plan of the employee's choice with no waiting period or limitations on pre-existing conditions. Payment of

the “opt out” incentive shall be retroactive to the date when an employee first dropped the coverage at the rate in effect when dropped.

SECTION 3

Prescription Plan

Prescription Co-pay: The prescription co-pay shall be \$5.00 – \$10.00. There shall be no more local reimbursements.

SECTION 4

Optical Plan

Eyeglass Reimbursement: The Borough shall reimburse each member up to \$50.00 per year per office visit and up to \$100.00 per year eyeglass or contact lenses purchase.

SECTION 4

Maternity Leave

An employee is eligible for twelve (12) weeks unpaid maternity leave. Before the end of this leave, the employee must notify the Borough Administrator, in writing, of intention to return to position or retire from same.

SECTION 5

Dental Program

The Municipality shall continue a Dental Program for the employee and spouse with full cost of this coverage to be paid for by the Municipality for the term of this agreement. As previously agreed the employee may elect to provide Dental coverage on eligible dependents, with the employee bearing the full cost of the dependent coverage.

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.

ARTICLE VIII: LONGEVITY & TERMINAL LEAVE

SECTION 1

Longevity

For the purpose of computing longevity compensation only, the seniority year shall begin on January 1st for those employees hired between January 1st and June 30th, and shall begin on July 1st for employees hired between July 1st and December 31st. Longevity pay is granted as follows for employees hired prior to 1/1/01:

After five (5) years	2% of annual
After ten (10) years	4% of base pay
After fifteen (15) years	6% of base pay
After twenty (20) years	8% of base pay
After twenty-five (25) years	10% of base pay

Longevity Procedures for employees hired after 1/1/01:

1. At end of 5th year: \$500.00 on employment anniversary
2. Add \$100.00 per year up to a maximum of \$2,000.00
3. Payment made in pay cycle after employment anniversary date.

Longevity Procedures for employees hired after January 1, 2016:

1. Any white collar unit member hired after January 1, 2016 will not be eligible to receive longevity.

SECTION 2

Terminal Leave

An employee with twenty-five (25) years or more of service shall be entitled to three months terminal leave pay upon retirement; providing, the Borough is notified in writing by December 31st of the year prior to retirement of the employee's intention to retire and claim the terminal leave benefit. Terminal leave pay shall be calculated on base pay, including longevity and shift differential, where applicable, for the employee's last year of employment.

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 three (3) months terminal leave in lieu of receiving 3/12 of the last annual salary providing, the Borough is notified at least three months prior to the conclusion of the employee's ninth {9th} month of service. Personnel may use this benefit after completing 24 years and 9 months of service to the Borough of Roselle. Personnel on terminal leave shall not accrue any additional paid time off such as vacations days, etc. Personnel on terminal leave shall be considered to have finished their service and shall not be eligible for recall.

ARTICLE IX: DISABILITY PLAN

The Borough shall offer white collar unit members the option to purchase disability insurance coverage. The cost of such coverage shall be borne by the unit members and paid via a payroll deduction.

ARTICLE X: VACATION SCHEDULE

An employee shall earn one (1) day per month from date of employment to be taken after January 1st of the following year:

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

Date of employment to December 31st - 1 day per month	
One to five years	12 days per year
Sixth through tenth years	16 days per year
Eleventh thru fifteenth years	20 days per year
Sixteenth year and beyond	25 days per year

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.

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

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 that year.

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

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.