

COLLECTIVE NEGOTIATIONS AGREEMENT
BETWEEN
BOROUGH OF SEASIDE PARK
AND
OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION
LOCAL 32

JANUARY 1, 2018 THROUGH DECEMBER 31, 2020

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PREAMBLE

THIS AGREEMENT, made this ____ day of _____ by and between the Borough of Seaside Park (herein referred to as "Borough") and Office & Professional Employees International Union, Local #32 (herein referred to as "Union").

This Agreement shall be effective as of January 1, 2018, and shall continue in full force and effect until December 31, 2020.

WITNESSETH

WHEREAS, it is the intent and purpose of the parties hereto to promote and improve the harmonious and economic relations between the employer and its employees covered by this Agreement and to establish a basic understanding relative to rates of pay, hours of work and other conditions of employment consistent with the law and established practices modified by this Agreement.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, the parties hereto are with each other, with respect to those employees covered by this Agreement recognized as being represented by the Union and follows:

ARTICLE 1

RECOGNITION AND DUES CHECK OFF

- A. The Borough recognizes the Union as the exclusive representative, for the purpose of collective negotiations, with respect to the terms and conditions of employment of all full-time personnel employed by the Borough of Seaside Park, excluding all part-time, seasonal and temporary employees, Public Works Department employees, Police Officers, managerial executives, confidential employees, and

supervisors within the meaning of the ACT. The term "employee covered by this Agreement" shall be defined to include the plural as well as singular, and to include males and females.

1. Upon execution of this agreement, the title of account clerk/cashier shall become a part of the bargaining unit.

B. Following the successful completion of probation, ninety (90) days, the Borough agrees to deduct from the earning of each employee covered by this Agreement, Union member dues and special assessments when said employee has properly authorized such deductions in writing. The Union will indemnify, defend and save harmless the Borough against any and all such claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Borough in reliance upon salary deduction authorization cards submitted by the Union to the Borough. The Borough will forward all dues deduction monies collected on a monthly basis to the Secretary-Treasurer of the Office and Professional Employees International Union Local #32. The Union will provide the Borough with a list of the names of the deductees and be responsible for the periodic updating of the list.

C. The United States Supreme Court decision in the case of Janus v AFSCME, Council 31 outlawed the collection of agency fees in the public sector. As such, the Borough will not collect agency fees described below while this remains law. The parties agree that for the term of this Agreement, in accordance with NJ statutes, any employee who is a member of this bargaining unit on the effective date of this Agreement who is not a member of the O.P.E.I.U. shall pay an agency shop fee equal to eighty-five percent (85%) of the dues and special assessments of the bargaining agent.

ARTICLE 2

BULLETIN BOARD, COFFEE BREAK & JOB POSTING

- A. The Borough shall supply one (1) bulletin board for the use of the Union to be placed in a conspicuous location for posting notices and bulletins pertaining to Union matters. All bulletins must have the approval of the Department Supervisor or designee.
- B. All coffee breaks will be taken in the area designated by the Department Supervisor.
- C. All employment positions, including promotions, shall be posted for at least five (5) days in a conspicuous place reserved for such purpose.

ARTICLE 3

GRIEVANCE PROCEDURE

- A. A "grievance" shall be a complaint arising out of interpretation, application or violation of policies, agreements and administrative decisions affecting the specific provisions of this Agreement.
- B. No grievance can be instituted by any person under this Agreement after fifteen (15) days beyond the occurrence of the issue being grieved.
- C. If at any step within the grievance procedure hereinafter outlined, management's decision is not appealed within the appropriate time, such grievance shall be considered closed and there shall be no further appeal or review.

STEP ONE. The aggrieved employee covered by this Agreement or the designated Union Representative shall within fifteen (15) calendar days of the occurrence of the actual happening which gave rise to the grievance or fifteen (15)

calendar days from the time when the employee covered by this Agreement should reasonably have been aware of its occurrence, discuss the problem with the Department Supervisor who shall attempt to settle the problem within forty-eight (48) hours from the time it was presented.

STEP TWO. If the grievance is not resolved at STEP ONE, the Union shall present the grievance in writing to the Department Supervisor within six (6) calendar days. With the mutual consent of both parties, discussion may ensue. The Department Supervisor shall answer the grievance in writing within ten (10) calendar days after receipt of the grievance, setting forth findings of facts, reasoning and conclusions on the issues submitted.

STEP THREE. If the grievance is not resolved at STEP TWO, or if no answer has been received by the Union within the time set forth in STEP TWO, the Union shall present the grievance in writing to the Business Administrator within six (6) days of the STEP TWO answer. With the mutual consent of both parties, discussions may ensue. The Business Administrator shall answer the grievance in writing within twenty-one (21) calendar days after receipt of the grievance.

STEP FOUR. If a grievance is not resolved at STEP THREE, or if no answer has been received by the Union within the time set forth in STEP THREE, such grievance shall, at the request of the Union or the Borough, be referred to the New Jersey Public Employee Relations Commission (PERC) for binding arbitration in accordance with its rules and regulation within twenty (20) calendar days.

ARTICLE 4

SENIORITY

It is hereby agreed that the parties recognize and accept the principle of seniority in all cases of transfer, assignment of schedules, lay-offs and recalls. In all cases however, ability to perform the work in a satisfactory manner will be a factor in designating the employee covered by this Agreement to be affected.

ARTICLE 5

HOURS OF WORK

- A. This article is intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or week or of days of work per week.
- B. The basic work week shall consist of thirty-five (35) hours (full-time) consisting of five (5) consecutive days. The basic work-day shall consist of seven (7) hours per day, exclusive of a sixty (60) minute lunch period, 8:00a.m. to 4:00p.m., unless a different shift is authorized.
- C. The pay of any person holding the title of account clerk/cashier who becomes a part of this bargaining unit upon execution is based upon a 40-hour workweek. This means the individual receives a one-hour paid lunch which is considered a part of the regular workday. This individual is subject to the same work schedule as set forth in paragraph B, 8:00am. to 4:00p.m. on five (5) consecutive days.

ARTICLE 6

OVERTIME

- A. Non-Exempt employees will receive overtime compensation of time and one-half for hours worked in excess of their regularly scheduled work hours up to sixty (60) hours during one (1) work week. Any work performed in excess of sixty (60) hours during one (1) work week shall be paid at the rate of double-time.
- B. Compensatory Time, in lieu of receiving pay for overtime work employees shall be entitled to compensatory time off from work. Compensatory time must be used during the calendar year it is earned and shall not be carried over to the following year. Compensatory time shall be administered by authority to determine when compensatory time may be taken.
- C. Municipal Court overtime will be offered, on a rotating basis, to employees covered by this Agreement. The Deputy Municipal Administrator shall receive a three (3) hour minimum, at the rate of time and one-half the employee's base pay for emergency call out work not contiguous to the normal work-day including holidays.
- D. There will be a two (2) hour minimum for "faxed" call outs except those on holidays which will receive a three (3) hour minimum.
- E. Municipal Court employees shall be compensated for scheduled court sessions at the rate of time and one-half of their employee's base pay whenever such sessions occur outside of the employee's normal work hours.
- F. Evening Training- Employees shall be compensated at the rate of time and one-half of the employee's base salary or compensatory time when training occurs after normal working hours.
- G. Any employee, covered by this Agreement, who is called into work, will receive a

minimum of three (3) hours at time and one-half of the employee's base pay. Periods of employment before and after layoff, suspension, or leave without pay shall be considered continuous service.

ARTICLE 7
VACATION LEAVE

A. Each employee covered by this Agreement shall be granted paid vacation leave based on years of continuous full-time service with the Borough in accordance with the following schedule:

Up to one (1) year of service.....	one (1) day per month
1 thru 4 years.....	twelve (12) working days
5 thru 9 years.....	fifteen (15) working days
10 thru 14 years.....	eighteen (18) working days
15 thru 20 years.....	twenty (20) working days
21st year and over.....	twenty-five (25) working days

B. Employees hired before January 1, 2011, who have earned more than twenty-five (25) working days of vacation as of December 31, 2010, shall be entitled to retain and use those additional vacation days but will not earn any additional vacation days.

C. Vacation shall be credited at the beginning of each calendar year in anticipation of continued service but shall be earned on a prorated basis for each full month of service and shall be adjusted for any employee covered by this Agreement who leaves the service of the Borough before the end of the calendar year. An employee covered by this Agreement who leaves the service of the Borough shall be paid for earned but unused vacation leave.

D. Vacation leave shall be scheduled with the approval of the Department Head in accordance with departmental policies. Vacation must be taken during the

calendar year in which it is earned. However, in the event that the duties of the employee prevent the full use of the earned vacation and, with the prior written approval of both the Department Head and the Borough Administrator, up to two weeks (ten (10) days) of the unused vacation may be carried over into the following year. Any unused vacation time carried over must be taken in the following year.

- E. Continuous service, for the purpose of this section, shall mean employment with the Borough without actual interruption due to resignation, retirement or removal.

ARTICLE 8

HOLIDAYS

- A. Each employee covered by this Agreement shall receive holiday pay equal to one day's without working the following days:

- | | |
|--------------------------|-------------------------------|
| 1. New Year's Day | 8. Labor Day |
| 2. King's Birthday | 9. Columbus Day |
| 3. Lincoln's Birthday | 10. General Election Day |
| 4. Washington's Birthday | 11. Veteran's Day |
| 5. Good Friday | 12. Thanksgiving Day |
| 6. Memorial Day | 13. Friday after Thanksgiving |
| 7. Independence Day | 14. Christmas Day |

- B. An employee covered by this Agreement who is required to work on a holiday shall be compensated at the rate of time and one-half of the employee's base pay in addition to holiday pay.
- C. The holidays set forth above shall be observed on the dates specified each January by the Borough Council, which shall be subject to change by the Borough Council upon thirty (30) days' notice.

ARTICLE 9

SICK LEAVE

- A. Each employee covered by this Agreement is entitled to fifteen (15) working days of sick leave per calendar year. The amount of such leave not taken shall accumulate from year to year. Sick leave is to be used only in cases where the employee is ill and unable to work, or in cases of the serious illness of a family member. Employees absent on sick leave for five or more consecutive working days must submit a doctor's verification of illness or injury. If an employee is attending to an immediate family member, including civil union partner, a doctor's verification of that individual is required. Prior to returning to work, the Borough of Seaside Park may require an employee to be examined by a physician designated by the Borough of Seaside Park to verify fitness to return to normal duties. An employee will not be permitted to return to work until the verification is received.
- B. Sick leave shall not accrue during a leave of absence without pay or suspension.
- C. There will be no compensation for accumulated sick days, at the time of separation, for any reason.

ARTICLE 10

BEREAVEMENT LEAVE

Each employee covered by this Agreement shall be granted up to five (5) consecutive working days leave with pay upon the death of a member of the employee covered by this Agreement's immediate family. Unused bereavement leave within the calendar year does not accumulate. Immediately family shall include spouse (or domestic partner), children, parents, grandparents, brothers and sisters; also spouse's parents,

grandparents, brothers and sisters; and other permanent members of the employee's household. Bereavement leave is a separate and distinct benefit which will not in any way affect or cause a reduction in sick leave or vacation leave. When approved by the Business Administrator, employees may use additional time off for bereavement with pay by first using their personal time. If they have no personal time available, they may then use available sick time.

ARTICLE 11

MEDICAL BENEFITS

- A. The Borough shall continue to provide hospital, medical, dental and vision care insurance as presently approved, or its equivalent. Effective January 1, 2011 each employee covered by this Agreement will contribute one and one-half percent (1-1/2%) of their base wages towards their medical expenses. The Borough shall have the option to change its present traditional health insurance plan to the plan options set forth in the New Jersey State Health Benefits Plan.
- B. Each employee covered by this Agreement shall be permitted to enroll in the Medical Benefits Plan on the 1st of the month following two (2) full months of service with the Borough or upon completion of a longer waiting period if required by the insurance provider.
- C. Selection of an available health plan shall be made by each employee covered by this Agreement on an annual basis during the designated enrollment period in accordance with the requirements of the health insurance provider. Eligible employees covered by this Agreement electing not to participate in the Borough's

Medical Health Benefits Plan shall receive an annual health insurance bonus equal to 25% of the cost of their health care benefits or \$5,000, whichever is lower.

- D. Health insurance bonuses shall be prorated and paid in two (2) equal installments at the completion of the insurance period. Such election(s) by the employee covered by this Agreement shall be made in writing during the month prior to the policy renewal or other designated period, with the re-enrollment subject to the requirements of the insurance carrier upon change in family status (i.e. marriage, divorce, change in spousal coverage, birth adoption).
- E. During the term of this Agreement (January 1, 2014- December 31, 2017), should a law be passed by the New Jersey legislature and signed by the Governor of the State of New Jersey post the execution of this collective bargaining agreement which reduces the contribution rates set forth in P.L. 2011, Ch. 78, the parties agree to meet and negotiate the contribution rates.
- F. **Retirement Health Benefits:** Any member of the bargaining unit who retires during the calendar years 2018, 2019 or 2020 shall be eligible for retirement health benefits if the following conditions are met: (1) the employee is at least sixty (60) years of age at retirement; (2) the employee has a minimum of twenty-five (25) years of service to the Borough of Seaside Park at the time of retirement. If the above conditions are met, the Borough will provide paid benefits for the retiree and spouse (if married at the time of retirement), subject to the contributions at the rates set forth by Chapter 78 of P.L. 2011. Unit members who wish to avail themselves of this benefit must provide written notice of their intention to retire at least 90 days in advance. It is specifically understood that the payment of these

benefits by the Borough will cease when the retired unit member who avails himself/herself of this program becomes eligible for Medicare. This article is only valid for those who retire during the calendar years 2018, 2019 and/or 2020.

ARTICLE 12

DISABILITY INSURANCE FOR NON-OCCUPATIONAL ILLNESS OR INJURY

- A. **Short-Term Disability Insurance.** Each employee covered by this Agreement will be enrolled in a short-term disability insurance program. The short-term benefits will provide each employee with income in case they are absent from work due to non-occupational illness or injury. The short-term insurance is calculated as percentage of the employee's salary for duration of up to 180 days beginning after the employee has used all earned sick leave. The cost of this insurance will be the responsibility of the Borough of Seaside Park.
- B. **Long-Term Disability Insurance.** Each employee covered by this Agreement will be enrolled in a long-term disability insurance program. The long-term benefits will provide each employee with income in case they are absent from work due to non-occupational illness or injury. The long-term disability program provides each employee covered by this Agreement with a continuing source of income after the expiration of 180 days of short-term disability coverage. The benefits are calculated as a percentage of the employee's salary. The cost of this insurance will be the responsibility of the Borough of Seaside Park.
- C. The Borough shall provide all employees with copies of the short-term and long-term disability policies upon their request.

ARTICLE 13

WORKERS' COMPENSATION

Each employee covered by this Agreement who suffers from a job-related illness or injury is covered by the Borough of Seaside Park's Worker's Compensation insurance policy consistent with applicable state law. Employee compensation, under this entitlement, will be determined by applicable New Jersey statutes and be limited to that amount. The Borough will not provide any additional compensation while the employee is receiving worker's compensation benefits, but the Borough will provide payroll continuation at the Worker's Compensation rate.

ARTICLE 14

LIFE INSURANCE

The Borough of Seaside Park will provide each employee covered by this Agreement with a life insurance policy equal to one times the employee's annual salary or wages.

ARTICLE 15

MATERNITY LEAVE

The Borough will comply with New Jersey and Federal FMLA provisions.

ARTICLE 16

PERSONAL LEAVE

- A. Each employee covered by this Agreement shall be entitled to annual paid personal leave of three (3) days each calendar year.

- B. Personal leave shall be credited at the beginning of each calendar year in anticipation of continued service but shall be earned on a prorated basis for each full month of service and shall be adjusted for any employee covered by this Agreement who leaves the service of the Borough before the end of the calendar year. Personal leave credits shall not accrue during a leave of absence without pay or suspension. Personal leave must be used during the calendar year earned and shall not accumulate from year to year.
- C. Request for use of personal leave shall be granted at the discretion of the Department Supervisor upon twenty-four (24) hours advance notice, unless emergency situations.
- D. There will be no compensation for unused personal leave at the time of separation for any reason.

ARTICLE 17

EDUCATION REIMBURSEMENT

All special licenses plus renewals required as part of employment with the Borough of Seaside Park will be paid for by the Borough. All employees covered by this Agreement will be reimbursed by the Borough upon the successful completion (i.e. a passing grade) for any work-related courses that were pre-approved by the Department Head and Business Administrator.

ARTICLE 18

WAGES

- A. All non-exempt employees shall be paid bi-weekly based on the employee's hourly wage rate times the number of actual hours worked.
- B. **Salary Increases:** The salaries for all members of the bargaining unit shall increase as follows:
- i. Effective January 1, 2018, and retroactive to said date, employees covered by this Agreement shall receive a 2.00% increase to their hourly rate of pay salary.
 - ii. Effective January 1, 2019, and retroactive to said date, employees covered by this Agreement shall receive a 2.00% increase to their hourly rate of pay salary.
 - iii. Effective January 1, 2020, and retroactive to said date, employees covered by this Agreement shall receive a 2.00% increase to their hourly rate of pay salary.
 - iv. There shall be no retroactive increase for any individual holding the title of account clerk/cashier who becomes a member of this bargaining unit upon execution of this agreement. These individuals shall receive the next agreed upon scheduled increase yearly following execution. (This means the next increase will be January 1, 2020.)
 - /1. The salary range for the title of account clerk/cashier shall be between \$30,000--\$48,000.
 - /2. The pay of any person holding the title of account clerk/cashier who becomes a part of this bargaining unit upon execution is

based upon a 40-hour workweek. This means the individual receives a one-hour paid lunch that is considered a part of the regular workday.

- C. **TACO STIPEND-** Effective January 1, 2015, the stipend for the TACO position shall increase to \$2,500.00 per year
- D. Retroactive payments will be made by the Borough as soon as practicable from the date this Agreement is executed but no longer than 30 days from that date. The year for determination of salary shall commence on the 1st day of January of each year.
- E. Titles and salaries will be inserted for the steps currently in the contract with the appropriate calculations.

ARTICLE 19

TERMINATION AND EXTENSION OF AGREEMENT

- A. The term of the Agreement shall be from January 1, 2018 through December 31, 2020 and its terms and conditions effective with its commencement and retroactive to same.
- B. It is understood that if the Union seeks a successor Agreement commencing from January 1, 2021, that this Agreement shall remain in full force until said Agreement has been reached.

ARTICLE 20

COMPLETENESS OF AGREEMENT

This Agreement constitutes the entire collective bargaining agreement between the parties and settles for the term of this Agreement all matters which were or might have been raised in all collective bargaining negotiations leading to the signing of this Agreement.

ARTICLE 21

NON-DISCRIMINATION

- A. The Borough and the Union agree that there shall be no discrimination against any employee covered by this Agreement because of race, creed, color, religion, sex, national origin or political affiliation.
- B. The Borough and the Union agree that all employees covered by this Agreement have the right without fear of penalty or reprisal to form, join and assist any employee organization or to refrain from any such activity as provided by law.

There shall be no discrimination by the Borough or the Union against any employee covered by this Agreement because of the employee's membership or non-membership or activity or non-activity in the Union.

ARTICLE 22

SAVING CLAUSE

If any provisions of this Agreement or the application of this Agreement to any application of this Agreement to any person or circumstances shall be held invalid, the remainder of this Agreement or the application of such provision to other persons or circumstances shall not be affected thereby.

ARTICLE 23

MISCELLANEOUS

When the Governor of the State of New Jersey declares a State of Emergency and imposes a travel ban which prevents employees from reporting to work and necessitates the closing of the Borough Hall, any employee who does not report to work will not be charged leave time.

ARTICLE 24

SUCCESSOR AGREEMENT

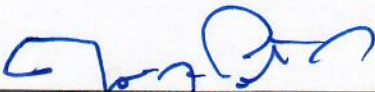
The Borough and Union agree to commence in September 2020 the negotiation process to reach a successor to this Agreement which terminates on December 31, 2020.


EXECUTION AND SIGNATURES


IN WITNESS THEREOF, the parties have, by their duly authorized representative, set their hands and seals on the date first above written.

BOROUGH OF SEASIDE PARK

OFFICE & PROFESSIONAL
EMPLOYEES INTERNATIONAL
UNION/LOCAL #32


ROBERT W. MATTHIES, Mayor (dated)
John A Peterson Jr.

 11/27/2019
BILL HENNING, Bus. Mgr. (dated)

ATTEST: 
Sandra Martin