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This Agreement made and entered into this 16th day of December, 2004 between the Borough of Manasquan, a municipal corporation of the State of New Jersey, hereinafter referred to as the "Borough" or "Employer", and the Office and Professional Employees International Union Local 32, herein after referred to as the "Union"

Witnesseth:

Whereas, the Borough and the Union recognize and declare that providing quality service for the Borough is their mutual aim, and

Whereas, the parties have reached certain understandings which they desire to confirm in this Agreement,

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE 1
RECOGNITION

Section 1

The Borough hereby recognizes the Union as the sole and exclusive representative and bargaining agent for the purposes of collective negotiations with respect to salaries, benefits, working conditions, procedures for the adjustments of disputes and grievances and other related matters.

Section 2

The bargaining unit shall consist of all employees working a full time schedule and employees working a regular part time schedule in excess of ten hours per week in the Borough of Manasquan, including clerical, building maintenance and code enforcement employees; but excluding all managerial executives, confidential employees and supervisors within the meaning of the PERC Act: craft employees, professional employees, temporary employees, seasonal employees, employees represented by other bargaining units and all other employees of the Borough of Manasquan.

Section 3

Upon the signing of this Agreement, the Employer shall furnish the Union with a list of its employees covered by this Agreement. This list of employees in the bargaining unit will contain the following:

Employee's name
Date of hire
Rate of pay

The Employer shall supplement this list within five (5) business days of request by the Union to keep it up to date as far as is practicable.

ARTICLE 2

MAINTENANCE OF STANDARDS

The Union and the Employer agree that any conditions of employment including, but not limited to, policies and procedures, in place prior to the Union being certified, shall remain in effect unless otherwise agreed to by the parties.

ARTICLE 3

MANAGEMENT RIGHTS

The Borough of Manasquan, as the Public Employer, retains the rights, in accordance with applicable laws and procedures, to:

1. Direct employees;
2. Hire, promote, transfer, assign and retain employees in positions within the municipality
3. Suspend, demote, discharge or take other disciplinary action against employees for just cause;
4. Maintain the efficiency of the government operation entrusted to it;
5. Determine the methods, means and personnel by which such operations are to be conducted;
6. Take action as may be necessary to carry out the mission of the municipality in situations of emergency;
7. Take actions involving managerial prerogatives as established by statute, administrative code and case law.

ARTICLE 4

UNION BUSINESS

Section 1 – Visitation

Representatives of the Union shall, upon request, have reasonable access to the premises of the Employer for the purpose of investigating specific grievances and/or to ascertain whether or not the terms of this agreement are being observed. The Union agrees that such visitation shall not interfere with the employees' performance of their duties and/or the operation of the municipality.

Section 2 – Deduction of Union Dues

- A. Upon receipt of written authorization from the employee, the Employer agrees to deduct Union initiation fees and monthly dues from the wages of each employee and to forward such initiation fees and dues to the office of the Union on a monthly basis.
1. Dues deductions from the previous month shall be remitted to the office of the Union no later than the tenth (10th) day of each month, together with a list of all employees from whom dues have been deducted, as with other recognized units.
 2. The Employer agrees to furnish the Union within five (5) days of a request by the Union.
 - a. names of newly hired employees in the bargaining unit, their addresses, social security numbers, classification of work, dates of hire, and
 - b. names of terminated employees in the bargaining unit together with their date of termination, and
 - c. names of employees in the bargaining unit on Leave of Absence.

Section 3 – Fair Representation/Agency Shop Fee

- A. All employees covered by this Agreement who are not members of Local 32, OPEIU, will be required to pay an Agency Shop Fee/Fair Representation fee which shall be eighty-five percent (85%) of the current Union dues.
 - 1. Prior to the beginning of each membership year, the Union will notify the Employer of the amount of the regular membership dues, initiation fees and assessments charged by the Union to its own members for that year.
 - 2. The representation fee shall be computed on the total amount of A.1. above.
- B. The Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings in this matter brought by or on behalf of any employees in the negotiations unit, which arises from the agreement to deduct agency fee.
- C. All provisions of this Fair Representation/Agency Fee clause shall be in accordance with the appropriate New Jersey statute and additionally, all other requirements set by the Rules of the Public Employment Relations Commission Appeal Board.

Section 4 – Shop Steward

An annual unpaid leave absence of up to three days per year will be granted to the shop steward (1 person) or his/her designee. Notice of intention to utilize this leave must be given, in writing, to the Employer at least 60 days before the proposed leave. Leave will be granted provided that the absence does not adversely impact the operation of the municipality.

ARTICLE 5

GRIEVANCE

Section 1 - Definition

1. A grievance is any dispute between the parties concerning the application or interpretation or a claimed breach of the terms of this Agreement (contractual grievance), or
2. A claimed violation, misinterpretation or misapplication of rules and regulations, policies, or administrative decisions dealing with terms and conditions of employment (non-contractual grievance).

Section 2 – General Understandings of this Procedure

- A. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions for the problems that may arise from time to time affecting the Borough and its employees.
- B. Nothing herein contained shall be construed as limiting the right of any employee from discussing the matter informally with the appropriate supervisor in an attempt to resolve the matter prior to filing a grievance.
- C. A grievance may be submitted by the Union or an employee(s).
- D. An individual employee involved shall be entitled to representation by the Union in any grievance. Neither the employee nor the Union shall be coerced, intimidated or suffer any reprisal as a direct or indirect result of the use of this procedure.
- E. A grievant may represent himself/herself throughout this procedure. In such case, the Union shall have the right to be present, to state its views at all steps of the procedure and to receive all dispositions of the grievance.
- F. The number of days indicated at each level shall be considered the maximum and every effort shall be made to expedite the process. The time limits specified may be extended by mutual consent, which shall not be unreasonable denied.

Section 3 – Steps of the Procedure

A. Step One

A grievance must be filed within twenty (20) calendar days of its occurrence, or when the employee reasonably should have known of its occurrence. Any grievance that is not filed in this time frame will be null and void. A grievance shall be presented in writing, to the employee's immediate supervisor. The immediate supervisor, within ten (10) working days, shall meet with the grievant and representative of the Union for the purpose of adjusting or resolving said grievance. The immediate supervisor shall give the grievant and the Union a written disposition of the grievance within ten (10) working days of the meeting.

B. Step Two

If the grievance is not resolved at Step 1, the grievant or the Union representative may, within ten (10) working days of receipt of the disposition at Step 1, present the grievance in writing to the Municipal Administrator. The Municipal Administrator shall meet with the grievant and the Union representative within ten (10) working days of submission of the grievance at Step 2. Within fifteen (15) calendar days of the meeting, the Administrator shall give the grievant and the Union representative a written disposition of the grievance.

C. Step Three

If the grievance is not resolved at Step 2, the grievant or the Union representative may, within ten (10) working days of receipt of the disposition at Step 2, present the grievance in writing to the Mayor and Council. A brief verbal presentation of the grievance may be made, if desired, within fifteen (15) working days. A disposition of the grievance shall be given to the grievant and the Union representative within thirty (30) calendar days of receipt of the grievance or of verbal presentation, whichever is later.

D. Step Four

If the grievance is not resolved at Step 3, then arbitration may be pursued only through the Union within fifteen (15) working days thereafter. The arbitration shall be sought at the New Jersey Public Employment Relations Commission and the selection of the arbitrator and the conduct of the arbitration proceeding shall be consistent with the rules of the New Jersey Public Employment Relations Commission. The decision of the arbitrator shall be advisory upon the parties. The cost of the arbitration shall be borne equally between the Union and the Employer.

ARTICLE 6

SALARIES

Section 1 – 2004 Salary

Effective and retroactive to January 1, 2004, each employee on the payroll prior to January 1, 2004, shall receive an increase of four percent (4%) added to his/her December 31, 2003 base salary.

Section 2 – 2005 Salary

Effective January 1, 2005, each employee on the payroll prior to January 1, 2005, shall receive an increase of four percent (4%) added to his/her December 31, 2004 base salary.

ARTICLE 7

PROBATIONARY PERIOD

Section 1

All newly appointed full time and part time employees covered by this Agreement shall be subject to a probationary employment period of ninety (90) days or such other period as established by the New Jersey Department of Personnel, during which time such employee can be terminated for any reason without the same causing a breach of this Agreement or constituting a grievance.

Section 2

The purpose of the probationary period is to evaluate the employee's performance and conduct and to determine whether or not the employee merits regular employment with the Borough.

Section 3

An employee's probationary period may be extended for no more than an additional ninety (90) days, or such other period as established by the New Jersey Department of Personnel, provided the notice of such extension is served to both the Union and the employee within ten (10) days prior to the expiration of the original ninety (90) days.

Section 4

Employee(s) shall have seniority credit and credit for benefits provided by the Employer retroactive to the appointment date as a full time employee or an employee working a regular part time schedule.

ARTICLE 8

PROMOTIONAL INCREASES

Section 1

An employee who is promoted to a higher title shall receive an increase in annual base salary of at least one thousand five hundred dollars (\$1,500.00), payable on a prorated basis from the date of the promotion.

Section 2

Any employee may apply to the Employer for a salary adjustment based upon increased work responsibilities or similar factors. The Employer shall have the absolute discretion to make an adjustment should its review of this application warrant such adjustment.

The adjustment may, in the discretion of the Employer, be retroactive. The decision of the Employer shall be non-grievable.

ARTICLE 9

LONGEVITY

All full time employees covered by this Agreement shall receive longevity in accordance with the following schedule:

1. Upon completion of five (5) years or more of service, each employee shall receive four percent (4%) of his/her annual base salary.
2. Upon completion of ten (10) years or more of service, each employee shall receive five percent (5%) of his/her annual base salary.
3. Upon completion of fifteen (15) years or more of service, each employee shall receive six percent (6%) of his/her annual base salary.
4. Upon completion of twenty (20) years or more of service, each employee shall receive seven percent (7%) of his/her annual base salary.
5. Upon completion of twenty-five (25) years or more of service, each employee shall receive nine percent (9%) of his/her annual base salary.

ARTICLE 10

HOLIDAYS

Section 1

The Borough of Manasquan recognizes the following days as paid holidays:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Lincoln's Birthday	Veteran's Day
Presidents' Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Christmas Day
Independence Day	

Section 2

- A. All employees, other than Deputy Court Administrators, who work on a designated holiday, shall receive time and one-half for all hours worked on that day.
- B. If the employee and the employer agree to exchange a holiday, there shall be no entitlement to time and one-half pay for the time worked on the exchanged holiday.
- C. The parties agree that Deputy Court Administrators shall receive an annual stipend of fifteen hundred dollars (\$1500) for work performed on designated holidays and call outs.

Section 3

If a holiday falls on a Sunday, it shall be observed on the following Monday and if a holiday falls on a Saturday, it shall be observed on the preceding Friday (unless otherwise mutually agreed).

Section 4

Holidays shall be considered as time worked for the purposes of overtime.

ARTICLE 11

SICK LEAVE

Section 1

- A. Full-time employees with at least one year of service shall receive fifteen (15) sick days per year. Sick leave shall be credited in January of each year in anticipation of continued employment. If employment is terminated prior to the end of the calendar year, sick leave shall be adjusted in accordance with the regulations of the New Jersey Administrative Code.
- B. Full-time employees with less than one year of service shall earn sick leave at the rate of one and one-quarter (1.25) days per month for each month of service through December 31st of the year of hire.

Section 2

- A. Part-time employees working a regular schedule in excess of ten (10) hours per week shall receive sick leave benefits prorated based on their respective work schedules.
- B. Part-time employees as described in A above, with at least one year of service, shall receive fifteen (15) sick days per year. Sick leave shall be credited in January of each year in anticipation of continued employment. If employment is terminated prior to the end of the calendar year, sick leave shall be adjusted in accordance with the regulations of the New Jersey Administrative Code.
- C. Part-time employees as described in A above, with less than one year of service shall earn sick leave at the rate of one and one-quarter (1.25) days per month for each month of service through December 31st of the year of hire.

Section 3

All employees may carry over unused sick time from year to year without limit.

Section 4

If an employee is absent for more than five (5) consecutive workdays, the Employer may require a doctor's note prior to the return to work.

Section 5

Upon retirement, employees shall receive payment of fifty percent (50%) of accrued sick days not to exceed a maximum payment of ninety (90) days.

ARTICLE 12

PERSONAL LEAVE

Section 1

All full-time employees shall receive five (5) personal leave days per year.

Section 2

All part-time employees working a regular schedule in excess of ten (10) hours per week shall receive pro rata personal leave benefits.

Section 3

Approval for personal leave must be requested, in writing, from the immediate supervisor in advance, except in the case of an emergency where prior notification is not practicable. Approval for personal leave shall be made with consideration for the employee's request as well as the staffing needs of the Department. The supervisor shall not unreasonably deny an employee's request for personal leave.

Section 4

Personal leave days may not be carried over from year to year.

ARTICLE 13

VACATION LEAVE

Section 1

A. All full-time employees earn paid vacation based on the schedule below.

One (1) year of service but less than five (5) years	-	12 days/year
Five (5) years but less than ten (10) years	-	15 days/year
Ten (10) years but less than fifteen (15) years	-	18 days/year
Fifteen (15) years but less than twenty (20) years	-	21 days/year
Twenty (20) years but less than twenty-five (25) years	-	24 days/year
Twenty-five (25) years or more	-	28 days/year

B. All part-time employees working a regular schedule in excess of ten (10) hours per week shall receive pro rata vacation leave benefits.

Section 2

If a holiday occurs during an employee's scheduled vacation, that day will count as a holiday and not a vacation day.

Section 3

Vacation time will not be considered time worked for the purposes of overtime.

Section 4

If employment is terminated, an employee shall be paid for all unused earned vacation leave.

Section 5

Vacation should be scheduled within the year it is earned. Employees who are unable to take time off may carry over accrued vacation balances for a one-year period with the approval of their Department Head.

ARTICLE 14

BEREAVEMENT LEAVE

All employees covered by this Agreement shall be granted a maximum of three (3) paid consecutive bereavement leave days in the event of a death in the immediate family. The immediate family is defined as: spouse, child, mother, father, brother, sister, father-in-law, mother-in-law.

In addition, one (1) paid bereavement leave day shall be granted in the event of a death of an employee's brother-in-law, sister-in-law, grandparent, grandchild, son-in-law, and daughter-in-law.

ARTICLE 15

DISCIPLINARY ACTION

Section 1 – Just Cause

Disciplinary action shall be imposed upon an employee for just cause only.

Section 2 – Types of Disciplinary Action

- A. The parties agree that, with the exception of egregious conduct, disciplinary action shall be taken as an effort to aid employees in changing unacceptable behavior to acceptable behavior.
- B. Minor disciplinary steps are:
 - 1. A formal written reprimand
 - 2. A suspension or fine of five (5) working days or less
- C. Major disciplinary steps are:
 - 1. A suspension or fine of more than five (5) working days at any one time
 - 2. Suspension or fine of five (5) working days or less where the aggregate number of days suspended or fined in any one (1) calendar year is fifteen (15) working days or more
 - 3. Disciplinary demotion
 - 4. Removal

Section 3 – Appeals

If an employee receives a preliminary notice of discipline, he/she may request a hearing before the Municipal Administrator before the discipline is imposed. The employee is entitled to a representative of his/her choosing at the hearing. The hearing shall take place within ten (10) work days of the employee's request. The decision of the Municipal Administrator shall be delivered no later than five (5) days after the hearing.

In the case of minor discipline, the decision of the Municipal Administrator is final and binding. In the case of major discipline, the employee may seek an appeal to the Merit System Board.

ARTICLE 16

INSURANCE BENEFITS

Section 1 – Medical Insurance

All full-time employees and part-time employees working twenty (20) hours or more per week on a regular basis are eligible for medical insurance upon the completion of their initial probationary period.

The Employer shall provide dependent coverage for all employees entitled to medical insurance.

Section 2 – Dental Insurance

All employees and their dependents entitled to medical insurance are also eligible for dental insurance provided by the Employer.

Section 3 – Prescription Coverage

All employees and their dependents entitled to medical insurance are also eligible for prescription coverage. The employee co-payment on generic drugs, where available, shall be at a \$-0- contribution rate and the employee co-payment for brand name drugs shall be at a \$10.00 contribution rate.

Section 4

The Employer has the right to choose the insurance provider for the coverage as specified above, provided that the coverage will be equivalent to the existing coverage. The Employer shall meet with the Union and provide a copy of the new plan(s) at least thirty (30) days prior to the date of the proposed change of provider.

Section 5

Each full-time employee and part-time employee working twenty (20) hours or more each week on a regular basis shall have the right to select a PPO Medical Insurance Program. The Employer's current policy with respect to the creation of flexible accounts for each employee selecting a PPO Medical Insurance Program shall not be deemed a past practice and may be discontinued on or after December 31, 2001 in the Employer's absolute discretion.

Section 6

An employee who waives group health benefits will receive payment in accordance with Policy I5-A of the Personnel Manual.

Section 7

In the event any other Union Bargaining Unit in the Borough of Manasquan agrees that newly hired employees will receive a PPO Medical Insurance Program, then in such event any newly hired employee in this unit shall also receive a PPO Medical Insurance Plan.

ARTICLE 17

NEW JERSEY DEPARTMENT OF PERSONNEL

The Employer and the Union recognize and agree to abide by all rules and regulations of the New Jersey Department of Personnel.

ARTICLE 18

SENIORITY

Section 1

Seniority is defined as the length of time an employee has been continuously employed by the Employer.

Section 2

Seniority shall apply in the computation and determination of eligibility for all benefits where, pursuant to this Agreement, length of service is a factor.

Section 3

Entitlement to seniority shall commence after the successful completion of the probationary period and shall be retroactive to the employee's date of hire.

Section 4

An employee shall lose all seniority in the following instances:

- a. voluntary termination; or
- b. discharge for just cause; or
- c. failure to return to work within five (5) working days of a layoff recall.

ARTICLE 19

NON-DISCRIMINATION

Section 1

It is the shared policy of the Employer and the Union not to discriminate against any employee on the basis of race, color, creed, national origin, political or religious affiliation or opinion, ancestry, age, marital status, sex or physical disability.

Section 2

The Employer shall not discriminate, retaliate or otherwise seek reprisal against any employee for his/her support, participation and/or membership in the Union, inclusive of, but not limited to, filing grievances or being an authorized representative of the Union.

ARTICLE 20

BULLETIN BOARD SPACE

The Employer agrees to permit the Union, through its representatives or their designee, reasonable use of bulletin boards in the Municipal building. The bulletin boards shall be used for the posting of notices concerning Union business and activities affecting the welfare of Union members, but shall exclude political advertisements and/or notices.

The bulletin boards shall be at least four square feet. The parties shall mutually agree to the placement of such bulletin boards.

ARTICLE 21

SEVERABILITY

If any of the provisions of this Agreement or the application thereof are held to be invalid as a matter of law, then the remainder of this Agreement shall not be affected thereby. If any law, regulation, or decision of a Federal court or New Jersey court or administrative agency affects any provision of this Agreement, such provision shall be deemed amended to the extent necessary to comply with such law, regulation or decision, but otherwise shall not be affected.

ARTICLE 22

DURATION

Section 1

This Agreement shall be in effect from and retroactive to January 1, 2004 through December 31, 2005.

Section 2

The parties agree that negotiations of a successor Agreement shall begin no later than ninety (90) days prior to the expiration date of this agreement. Either the Borough or the Union may request the other party commence negotiations at an earlier date to be mutually agreed upon by the parties.

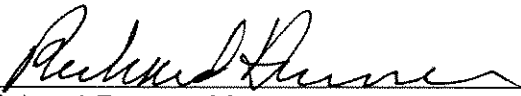
Section 3

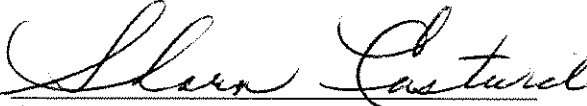
The parties may extend this Agreement beyond its termination date upon mutual agreement.

IN WITNESS WHEREOF, the parties have caused their authorized officers to sign this agreement below.


BOROUGH OF MANASQUAN

OPEIU LOCAL 32


Richard Dunne, Mayor


Sharon Eastwick
Business Representative
Local 32, OPEIU

ATTEST


Colleen Scimeca, RMC, CMC
Municipal Clerk

RESOLUTION

169-04

**RESOLUTION OF THE BOROUGH COUNCIL OF THE
BOROUGH OF MANASQUAN, MONMOUTH COUNTY,
NEW JERSEY, AUTHORIZING THE EXECUTION OF
AN EMPLOYMENT CONTRACT WITH OFFICE AND
PROFESSIONAL EMPLOYEES INTERNATIONAL
UNION, AFL-CIO, LOCAL 32.**

WHEREAS, the Borough Council has negotiated an Employment Contract with Office and Professional Employees International Union, AFL-CIO, Local 32 (the "Association"); and

WHEREAS, the Borough Council is desirous of entering into a written contract with the Association for the term commencing retroactive from January 1, 2004 to December 31, 2005; and

WHEREAS, the Borough Council is desirous of authorizing the execution of this Employment Contract with the Association;

NOW, THEREFORE, BE IT RESOLVED, on this 20th day of December, 2004 by the Borough Council of the Borough of Manasquan, Monmouth County, New Jersey, as follows:

1. The Mayor and Municipal Clerk are authorized and directed to execute an Employment Contract with the Association, a copy of which contract is on file in the Office of the Municipal Clerk.

2. A certified copy of this Resolution shall be sent to:

Sharon Eastwick, Representative
Office and Professional Employees
International Union, AFL-CIO, Local 32
2013 Morris Avenue
Union, New Jersey 07083-6025

CERTIFICATION

I, Colleen Scimeca, Municipal Clerk, Borough of Manasquan, County of Monmouth, New Jersey, do hereby certify that the foregoing is a true copy of a Resolution duly adopted by the Borough Council at their regular meeting held on December 20, 2004.



COLLEEN SCIMECA, RMC, CMC
Municipal Clerk