

MAR 26 1992

Borough of Island Heights  
Borough Clerks Office

Contract no. 1503

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INSTITUTE FOR MANAGEMENT  
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AGREEMENT

THIS AGREEMENT made this 31 day of Aug., 1992, between the BOROUGH OF ISLAND HEIGHTS, a municipal corporation of the State of New Jersey, having its principal offices located at Van Sant and Bay Avenues, Island Heights, New Jersey, hereinafter referred to as "Employer," and the MUNICIPAL EMPLOYEES of the Borough of Island Heights, hereinafter referred to as "Employees".

**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 the Employee. 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 not modified by this agreement.

NOW, THEREFORE, in consideration of these promises and mutual covenants herein contained, the parties hereto do agree with each other with respect to the employees of the employer recognized as being represented by the Employee as follows:

**ARTICLE I**

**RECOGNITION AND SCOPE OF AGREEMENT**

**SECTION I:** The employer hereby recognizes the Employees as the sole and exclusive representative of all the employees of the bargaining unit defined in Article I,

**SECTION II:** Herein for the purposes of collective bargaining and all activities and processes relevant thereto;

The bargaining unit shall consist of all regular, full time Employees of the Borough of Island Heights now employed or hereinafter employed except

the Borough Clerk and any other confidential employees. Full time Employees shall not include Employees who are within the probationary period.

**SECTION III:** This agreement shall govern all wages, hours and other conditions of employment herein set forth.

**SECTION IV:** This agreement shall be binding upon the parties hereto.

## **ARTICLE II**

### **COLLECTIVE BARGAINING PROCEDURE**

**SECTION I:** Collective bargaining with respect to rates of pay, hours of work and other conditions of employment shall be conducted by the duly authorized bargaining agent of each of the parties. Unless otherwise designated, the Mayor or the Employer or his designees and the Representative Employee shall be the respective bargaining agent for the parties. The authorized bargaining agents may obtain a negotiator/mediator to assist during negotiations provided the authorized bargaining agent's approval is obtained on all issues.

**SECTION II:** Collective bargaining meetings shall be held at a time and place mutually convenient at the request of either party.

## **ARTICLE II A**

### **CONDUCTING EMPLOYEES' BUSINESS ON EMPLOYEE'S TIME**

**SECTION I:** The employers shall permit members of the applicable Employee Committee to conduct the business of the Committee, which consists of conferring with the employees and management on a specific grievance in accordance with the Grievance Procedure set forth herein during the duty hours without loss of pay, providing the conduct of said business shall not diminish the effectiveness of the Employees.

**SECTION II:** The Employer shall permit members of the Employees' Committee to attend collective bargaining meetings during the duties hours of the member, however, when practicable, the negotiations session will be set during off-duty hours.

**SECTION III:** The Employer shall permit Employees to conduct business or conversation about this agreement or its contents, or an employee related matter to various Council members from time to time, as necessary on duty or off, as so long as the effectiveness of the Employee is not hindered.

### **ARTICLE III**

#### **DISCRIMINATION AND COERCION**

**SECTION I:** There shall be no discrimination, interference, or coercion by the Employer or any of its agents against the Employees represented by the Employees' Committee because of membership or activity in the Committee. The Committee shall not intimidate or coerce employees into membership. Neither the employer nor the Employees' Committee shall discriminate against any employee because of race, creed, color, national origin or religion, or political affiliation.

### **ARTICLE IV**

#### **SICK LEAVE**

**SECTION I:** All Employees shall be granted sick leave, with pay, of one (1) working day for every month of service during the first year of employment and fifteen (15) working days thereafter. The amount of sick leave accumulated shall be prorated for the year in which the employment ends. The amount of such sick leave not taken each year shall accumulate in the following manner: Each Employee shall be entitled upon retirement to receive one half (1/2) the Employee's salary for the first 70 sick days accumulated at the time of retirement or termination provided the termination was not a

result of formal disciplinary action. (Retirement being defined as qualification for the New Jersey State Pension Benefits for municipal employees under applicable law). The Employees shall be entitled to full pay for those sick days accumulated in excess of 70 upon retirement or termination from employment provided said termination provided said termination is not a result of formal disciplinary action. Any Employee who has over 100 days of accumulated days of sick time, shall be entitled to receive payment for all or any portion of the accumulated sick time in excess of 100 days at any time during employment upon 30 days notice to the Mayor and Council. No Employee may accumulate sick days in excess of 158. All sick leave days paid under this Article shall be paid based on the Employee's most recent salary or wage scale at the time of payment for the sick leave. All sick time accumulated in excess of 158 days shall be paid in full during the year accumulated.

Any employees who have accumulated 100 days or more of sick time in accordance with this Article, agree that during the years 1992 and 1993, these employees will not claim payment or reimbursement for more than 25 days of accumulated sick days in any of these two years. This agreement does not affect the right of employees to accumulate up to 158 days of unused sick time.

## **ARTICLE V**

### **OVERTIME/COMPENSATORY TIME**

**SECTION I:** All Employees shall be entitled to overtime pay in the amount of time and one half pay. The minimum overtime period being four (4) hours for sewer problems and two (2) hours for all other causes. All overtime work must be authorized by the Borough Clerk or the Public Works Director for their respective personnel. Non emergency scheduled overtime must be authorized by the Employee's supervisor and Council Liaison/Mayor. The supervisor shall designate a representative in writing to authorize overtime/compensatory time for their personnel in the event the supervisor is

absent or on leave for an extended period of time. In the event of an emergency, when the authorized individuals are not available to approve overtime, the Employee second in command or the Council Liaison may authorize the work but must report same to the appropriate department head within 24 hours.

Employees may accumulate no more than 40 hours of compensatory time per year. All compensatory time must be used within the year earned. All compensatory time must be authorized by the Mayor or by formal action of the Mayor and Council. If an Employee is prohibited from using earned compensatory time, the Employee shall be paid in full based on the Employee's most recent salary or wage scale during the year accumulated.

Holidays and personal days shall be prorated for the Employees for the year in which employment commences as well as for the year in which the employment ends.

## **ARTICLE VI**

### **HOLIDAYS**

The following days shall be recognized as holidays:

Lincoln's Birthday	General Election Day
Washington 's Birthday	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Friday following Thanksgiving Day
Independence Day	Christmas Day
Labor Day	New Year's Day
Columbus Day	

**SECTION I:** The Employees covered by this agreement shall received three (3) personal days of choice.

**SECTION II:** All holidays, sick days, vacation days, personal days shall be given to the Employee at his/her acquiring rate on the 1st of January each year, and are to be deducted from the total, as the days are taken. The applicable Employee's supervisor must authorize the use of such days, and the Employees must give in writing within 48 hours, the request to use such days with the exception of sick days which are to be used exclusively for sick time. All Employees, when taking sick days must fill out a sick leave sheet upon their return to work. All days with the exception of sick days must be used in the respective year, and sick days unused are carried into the next year.

The Employee's supervisor reserves the right to require an Employee to submit a written medical excuse if the Employee is on sick leave for more than three consecutive days or if the supervisor has reasonable grounds to suspect to misuse of sick leave; if an Employee fails to obtain the supervisor's approval prior to taking vacation/personal leave, or fails to call, does not report for duty, the supervisor reserves the right to dock the Employee's pay for the period of the absence. Repeated violations of this provision may be grounds for dismissal.

**SECTION III;** Bereavement leave with pay shall be granted for not more than five (5) days to any Employee who suffers the loss of a parent, spouse or child. Special provisions for one day leave for distant relatives or special circumstances may be approved at the discretion of the department head.

## **ARTICLE VII**

### **CLOTHING ALLOWANCE**

**SECTION I:** A clothing allowance in the amount of up to Four Hundred Fifty (\$450.00) Dollars per year shall be provided for each member of the Public Works Department covered by this agreement. A written request shall be submitted to the Council Liaison for the Public Works Department stating the article the Employee needs to purchase if the Employee elects to procure from a business which accepts the Borough's

purchase orders. An approved purchase order is required prior to the actual purchase. If the Employee chooses to procure from businesses which do not accept the Borough's purchase orders, the Employee is required to pay for the articles using personal funds. A detailed listing of the articles purchased and the receipts for same must be provided to the Council Liaison within seven (7) days after the purchase is made. The Employee will be reimbursed for all approved costs within fifteen (15) days after submission to the Liaison. Each Employee may use the clothing allowance at any time during the year. Each purchase of clothing pursuant to this Article, shall be made from a list of clothing for which this clothing allowance under this Article may be applied. This list shall be approved by the department head and the Mayor and Council. Said list shall be attached and made a part of this agreement.

**SECTION II:** Any equipment or uniforms or personal items damaged or destroyed in the performance of job duties are to be replaced by the employer at no cost to the Employee providing that the equipment, uniform or personal items damaged are necessary and appropriate for the performance of the Employees' job duties and in conformance with any Borough dress requirements.

#### **ARTICLE VIII**

##### **BULLETIN BOARD**

**SECTION I:** The Employees shall be allowed to keep and maintain a bulletin board at either the Public Works Garage or the municipal office at their own expense.

#### **ARTICLE IX**

##### **EDUCATION**

**SECTION I:** The Borough of Island Heights will pay for the continuing education of Employees within their field. All such education must be approved in advance by the Mayor and Council as being related to the Employee's job studies. Approval shall

be granted on a case by case basis. Continuing education may include conferences, seminars, non-credited courses and college courses. The Borough will pay all education costs at time payment is due. The Employee must submit proof of satisfactory completion for all courses taken. If the Employee fails to pass the course, the Employee shall reimburse the Borough in full for all costs within 30 days after the grade is issued. All courses are subject to the approval of the supervisor of the respective department who shall submit the request to the Council Liaison.

## **ARTICLE X**

### **GRIEVANCE PROCEDURES**

**SECTION I:** That a grievance within the meaning of this agreement shall be limited to any controversy or dispute arising between the parties hereto relating to any matter of wages or any dispute between the parties involving interpretation or application of any provisions of this agreement.

**SECTION II:** That the procedural steps for considering and resolving grievance are as follows:

**STEP I:** That an agrieved employee shall present his/her grievance to the respective supervisor unless the grievance is against or involves the supervisor . Grievances against or involving the supervisor shall be presented to the Mayor and Council or a designated representative.

**STEP II:** The Employee shall discuss his/her grievance with the supervisor or the Mayor and Council as applicable.

**STEP III:** If the Employee is not satisfied with the results of STEP II, then the agrieved Employee shall present his grievance to the entire Mayor and Council at a closed session at the next regular Council meeting which is more than four (4) days after presentation of the grievance to the the Mayor and Council.



A decision by the Mayor and Council shall be binding on all parties.

**ARTICLE XI**

**SALARY**

**SECTION 1:** The annual salaries for Employees covered under this agreement shall be as follows:

Wayne Price for the year 1992, \$ 35,953.67 *w.P. (w/ Boston)*

Edwin J. Price for the year 1992, \$20,454.00.

Chief Robert Burger, for the year 1992 \$32,157.00.

David Wilber, for the year 1992 \$18,346.00.

Perry Applegate, for the year 1992 \$18,697.00.

Wendy Prior, for the year 1992 \$9.50 per hour. Twenty- four hours per week of work time.

Claire Parisi, for the year 1992 \$11.10 per hour.

Margaret Kadlac, for the year 1992 \$10,376.00.

For the year 1993 the base salaries set forth above for all employees not including any amounts paid for licenses or certifications held, shall be the 1992 salary increased by that percentage set by the State of New Jersey, Department of Community Affairs in the Division of Local Government Services as that percentage amount by which a municipality may exceed its current expense budget over the prior year otherwise known as the "C.A.P." limitation in accordance with N.J.S.A. 40A:5-45.3.

In addition to the salaries set forth above, the Employees may receive additional stipends for additional licenses and certifications held the by the Employee in accordance with the schedule for payment for said licenses and certifications to be attached to this agreement and made a part hereof.

All yearly salary increases shall be paid retroactive to January 1 of the applicable calendar year. Payment for yearly salary increases shall be issued for the

retroactive period and included in the Employee's pay no later than two full pay period after the Borough obtains an approved budget.

## **ARTICLE XII**

### **VACATION**

**SECTION I:** Each Employee shall be entitled to annual vacations computed from the anniversary date of employment as follows:

One (1) year but less than  
five (5) years      Two (2) weeks

Five (5) years but less than  
ten (10) years      Three (3) weeks

Ten (10) years but less than  
fifteen (15) years      Four (4) weeks

Fifteen (15) years but less than  
twenty-five (25) years      Five (5) weeks

## **ARTICLE XIII**

### **HEALTH BENEFITS**

**SECTION I:** Employer shall provide to all Employees covered by this agreement and their families an insurance plan in accordance with "the State Health Benefits Program" as administrated by the Division of Pensions, Department of Treasury, State of New Jersey. Alternatively, the Employer is presently considering providing health benefits in accordance with the Ocean/Monmouth County Joint Insurance Fund Plan. The Employer shall be permitted to provide Employees with health insurance in accordance with the Joint Insurance Fund Plan provided the same is generally equivalent to that presently provided under the State Health Benefits Program. Either such plan shall include Blue Cross and Blue Shield of New Jersey or the equivalent thereof, and Major Medical or the equivalent thereof to the Employee and his/her family.

The Borough of Island Heights shall not be obligated to provide for new Employees not covered under this agreement complete medical coverage for the Employee

and his/her family. Rather, the Borough of Island Heights shall only be obligated to provide a prorated or average limit of coverage based on the average amount paid for other Employees.

In the event the Borough of Island Heights obtains health benefits under this section which gives the Borough a credit for employees not participating in that health benefit plan, the Borough will then correspondingly give the Employee the option of not participating in the health benefit plan under this section. In that event and if an Employee elects not to participate, he/she will be given a credit in the amount of \$1,000.00 per year in lieu of being provided for health benefits under this section.

**SECTION III:** The Employer shall maintain in full force and effect workman's compensation insurance for all Employees.

**SECTION IV:** While on the performance of his/her duties as an Employee, if such Employee becomes injured, ill or disabled as a direct and proximate result of the performance of his/her duties, and becomes therefore eligible for worker's compensation benefits, that Employee shall be granted up to 90 days leave with pay provided that the Borough of Island Heights physician shall certify that such injury, illness or disability is a direct and proximate result of the performance of such Employee duties. Such leave with pay shall also be granted only for that period of time that the physician shall certify because of such injury, illness or disability, that the Employee is unable to perform his/her duties. Any Employee who receives benefits under this Section shall be required to reimburse to the Mayor and Council any worker's compensation, payment for temporary disability received by this Employee. Employees covered under the terms of this Agreement may receive pay for more than 90 days if such additional pay is reviewed and approved by the Mayor and Council as a result of the nature of the injury and the anticipated return to work date of the Employee involved.

## **ARTICLE XIV**

### **BENEFITS TO BE PRORATED**

All benefits under the terms of this agreement including sick time, vacation time and personal days shall be prorated based on the hours of work performed by the Employees covered under this agreement.

## **ARTICLE XV**

### **LIABILITY INSURANCE**

**SECTION I:** The Employer shall provide automobile liability insurance for all vehicles used by Borough Employees for official use, and shall keep the same in effect at all times.

## **ARTICLE XVI**

### **DURATION**

**SECTION I:** This agreement shall become effective January 1, 1992 and shall remain in effect until December 31, 1993. Notwithstanding the time frame set forth in Section II below, in the event a new contract is not entered into prior to the expiration date of this contract, all the clauses of Articles and Sections will remain in full effect, until a new contract is entered into.

**SECTION II:** In the absence of written notice given at least sixty (60) days notice prior to the expiration of this contract, negotiations shall begin on a new contract, the Mayor shall appoint a Negotiating Committee, and the Employees shall appoint representatives to negotiating. This agreement shall serve as a base for a new contract. All agreements must be ratified by the Mayor and Council and the bargaining unit. All agreements must be ratified by the Bargaining Unit before ratification by the Mayor and Council.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first written above.

ATTEST:

Eleanor Rogalski  
ELEANOR ROGALSKI, EMC  
Borough Clerk

(SEAL)

BOROUGH OF ISLAND HEIGHTS

By David M. Siddons  
DAVID M. SIDDONS, Mayor

WITNESS:

Ellie Rogalski

[Signature]  
, Municipal Employee

BOROUGH OF ISLAND HEIGHTS  
PUBLIC WORKS CLOTHING LIST

- 1) WORK BOOTS ( LEATHER UPPERS , HEAVY SOLES ) ( NO SNEAKERS)
- 2) WORK PANTS ( DENIM JEANS, CARHARTS, OR WORK PANTS)
- 3) SHIRTS ( FLANNEL, "T" SHIRTS OR POLO )
- 4) SOCKS
- 5) SPRING JACKET
- 6) WINTER COATS
- 7) COVERALLS ( CARHARTS OR LIGHT WEIGHT)

All foul weather gear or special safety gear shall be purchased by the borough and assigned to each employee.