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2091

AGREEMENT BETWEEN THE BOROUGH OF MANASQUAN
AND
WHITE COLLAR OFFICE WORKERS ASSOCIATION

JANUARY 1, 1990 - DECEMBER 31, 1991

ARTICLE I
PREAMBLE

This agreement made and entered into in Manasquan, New Jersey this 27 day of August, 1990, between the Borough of Manasquan, a municipal corporation in the County of Monmouth and State of New Jersey, hereinafter referred as the Borough or Employer, and the White Collar Office Workers Association (hereinafter referred to as the Association) has as its purpose the promotion of harmonious relations between Employer and the Association, the establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE II
RECOGNITION OF THE ASSOCIATION

The Employer recognizes the Association as the sole representative of the employees in the following job classifications for the purpose of negotiating proposals covering wages, hours of work and other terms and conditions of employment:

INCLUDED: All of the White Collar Workers employed by the Borough of Manasquan in the County of Monmouth as Account Clerk/Typist, Clerk/Typist, Deputy Court Clerk, Docket Clerk, Police Records Clerk.

EXCLUDED: All other employees of the Borough of Manasquan.

ARTICLE III
ASSOCIATION ACTIVITY

The Employer and the Association agree not to interfere with the right of employees to become or not to become members of the Association; and further, that there shall not be any discrimination or coercion against any employee because of Association membership or non-membership.

ARTICLE IV
EQUAL TREATMENT

The Employer and Association agree not to discriminate against any employee on the basis of race, color, creed, sex or national origin.

ARTICLE V
MANAGEMENT RIGHTS CLAUSE

Except where such rights and authority are specifically relinquished or limited by provisions of this agreement, the Employer will continue to retain, whether exercised or not, all of the rights and authority heretofore had by it. The Employer shall have sole and absolute right, responsibility and prerogative of management of the Employer's affairs and direction of the working force, including, but not limited to the following:

a.) To determine the care, maintenance and operation of equipment and property used for and on behalf of the Employer.

b.) To establish or continue policies, practices and procedures for the conduct of the Employer's business and, from time to time, to change or abolish such policies or procedures.

c.) To discontinue processes or operations or to discontinue their performance by employees.

d.) To select and determine the number and types of employees required to perform the Employer's operations.

e.) To employ, transfer, promote or demote employees, or to lay off, terminate or otherwise relieve employees from duty for lack of work, or other legitimate reasons as may be determined by the Employer or department, provided however, the same shall be in accordance with Title II of the New Jersey Statutes.

f.) To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the Employer, provided such rules and regulations are made known in a reasonable manner to the employees affected by them.

g.) To insure that incidental duties connected with departmental operations, whether enumerated in job descriptions or not, shall be performed by employees.

h.) To establish contracts or sub-contracts for Employer operations, provided that this right shall not be used for the purpose or intention of undermining the Association or discriminating against its members.

ARTICLE VI
WORK RULES

The Employer shall establish reasonable and necessary rules of work and conduct for employees. All work rules shall be equitably applied by the employer.

ARTICLE VII
GRIEVANCE PROCEDURE

Section 1: General - A "grievance" shall mean a complaint by the employee(s) that there has been a misinterpretation or violation of policies, agreements and administrative decision affecting same.

Section 2: Exceptions to Grievance Procedure: This procedure shall not serve in lieu of processes which must be followed in accordance with New Jersey Laws and Regulations promulgated therewith.

Section 3: Procedure to be Followed. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement. A grievance to be considered under this procedure must be initiated in writing by the employee within ten (10) days of its occurrence. If the matter is not grieved within ten (10) working days of its occurrence, it is not the subject of a grievance.

a.) Step 1: Any employee having a grievance shall present it in the first instance to the Supervisor within ten (10) working days after the occurrence of the event out of which the grievance arises. If the employee so requests, their representative shall be present.

b.) Step 2: If the employee is not satisfied with the decision of the Supervisor at the first step, the grievance shall be placed in writing, signed by the employee and presented to the Mayor and Council within three (3) working days after the date of the decision of the Supervisor. The Personnel Committee shall within fifteen (15) working days of the receipt of the written grievance arrange a meeting with the employee and their representative. The Mayor and Council shall give the employee a written answer to their grievance within three (3) working days after the date of such meeting. Alternatively, the Mayor and Council may review the written grievance of the

employee and the written decision of the Supervisor within fifteen (15) days of the receipt of the grievance from the employee in lieu of arranging a meeting with the employee and their representative. In this event, the Mayor and Council shall give the employee a written answer to the grievance within three (3) working days after the date of the review aforesaid. In the event that the grievance is not settled at Step 2 of this procedure, the employee may elect to proceed through the Department of Personnel or Step 3 of this grievance procedure. However, upon election of either the Department of Personnel procedure or Step 3 of this grievance procedure, the choice of the employee then becomes exclusive in nature and they cannot avail themselves at a later time of the procedure not used by them to settle a grievance.

c.) Step 3: If the grievance is still unsettled, the employee may within fifteen (15) days, after the reply of the Mayor and Council is due, by written notice to the Mayor and Council require arbitration. The arbitration proceedings shall be conducted by an arbitrator to be selected by the employer and the employee within seven (7) days after notice is given. If the parties fail to agree upon an arbitrator, the state mediation service shall be requested by either or both parties to provide a panel of five (5) arbitrators. Both the employer and employee shall strike the first name; the employee then strikes one (1) name, etc., and the name remaining shall be the arbitrator. The arbitrator shall be requested to issue a decision within thirty (30) days after the conclusion of testimony and argument. Expenses for arbitrator's services and the proceedings shall be borne according to law. It is understood by and between parties hereto that the above procedure is non-binding arbitration.

Section 4: Representation: In using the grievance procedure established herein, an employee is entitled at each step to be represented by their Association representative or an attorney of their own choosing, but not both. However, both the attorney and representative may be present at the meeting.

ARTICLE VIII HOLIDAYS

Section 1: The full time unit members shall be entitled to thirteen (13) paid holidays per year during the duration of this contract. Holidays are as follows:

New Years Day
Martin Luther King Day
Lincoln's Birthday
Washington's Birthday
Memorial Day
Independence Day
Labor Day

Columbus Day
Veterans Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day
Good Friday

Section 2: If one (1) of the above holidays falls on a Saturday, the Employee shall have the previous Friday off. If one (1) of the above holidays falls on a Sunday, the employee shall have the following Monday off. In the event that a new holiday (National or State) is established during the period of this contract, they will be added to the existing ones.

Section 3: Employees shall have the option of switching one (1) holiday per year.

ARTICLE IX

HOURS AND WORK WEEK

1. The work week shall consist of seven hours per day, thirty-five hours per week and shall consist of Monday through Friday.
2. Lunch period - There shall be a 45-minute lunch period.
3. There shall be a 15-minute coffee break in the morning.
4. In the event an employee works overtime, said employee will be paid time and one-half for any hours worked in excess of thirty-five hours - or employee may elect to take compensating time as long as it does not disrupt the department's functions.
5. In the event employee is called in to duty other than their normal assignment, they shall be paid straight overtime for all the time worked during such period, but in no case shall employee be paid less than two (2) hours.

ARTICLE X

LONGEVITY

In addition to the compensation provided in the salary addendum, all regular employees of the Court, Tax Office, Police Department, Borough Clerk's Office and Building Inspection's Office for the Borough of Manasquan, regardless of their rank or grade, shall receive longevity pay in accordance with the following schedule:

1990

- a. On completion of five years or more service, the employee shall receive 3% of his annual base salary.
- b. On completion of ten years or more service, the employee shall receive 4% of his annual base salary.

c.) On completion of fifteen years or more service, the employee shall receive 5 % of his annual base salary.

d.) On completion of 20 years or more service, the employee shall receive 6 % of his annual base salary.

ARTICLE XI
HOSPITALIZATION AND DENTAL PLAN

Hospitalization as upgraded in 1990 for the employee and family is provided for by the Borough. However, if the Borough sees fit to change the carrier, the coverage shall be equivalent or better than present coverage.

A family dental plan and prescription plan will also be included as a benefit under this contract.

ARTICLE XII
PREVIOUS FRINGE BENEFITS

It is agreed that any benefits presently received by the employees of the Unit which are not included in this contract shall continue

ARTICLE XIII
JURY DUTY

Employee shall receive full salary while serving on jury duty in exchange for assignment to the Borough of his jury duty compensation.

ARTICLE XIV
NO STRIKE CLAUSE

Neither the Association nor any individual officers, agents or employees will instigate, promote, sponsor, engage in or condone any strike, slowdown, concerted stoppage of work or any intentional interruption of operations of the Borough of Manasquan, regardless of the reason for doing so. Any or all employees who violate any provisions of this article may be discharged or otherwise disciplined by the employer pursuant to the rules and regulations of the Civil Service Commission and any state statute applicable thereto.

ARTICLE XV

SEVERABILITY AND SAVINGS

If any provisions of this agreement or any application of the agreement to any employee or group of employees is held contrary to law, then such provision or application shall not be deemed and subsisting, except to the extent permitted by law, but all other provisions or applications of this agreement shall continue in full force and effect.

ARTICLE XVI

PERSONAL DAYS

Each employee covered under this agreement shall be granted five (5) personal days annually with full pay. All requests for personal days shall be made to the Department Head with a minimum of 48 hours notice under normal conditions. This request shall be granted or denied within two (2) days of request. A review of any denial shall be made by the Personnel Committee within three (3) days of the original request. A copy of the request for personal days must be sent to the Deputy Borough Clerk.

ARTICLE XVII

BEREAVEMENT DAYS

1.) Employee shall be entitled to three (3) bereavement days in addition to any personal days. Bereavement Days shall be used for the death of a mother, father, sister, brother, son, daughter, grandparents, spouse, aunt and uncle and in-laws.

2.) Personnel Committee must be notified of said leave with a copy sent to the Deputy Borough Clerk.

ARTICLE XVIII

OVERTIME

All pertinent information regarding Overtime is now contained under "ARTICLE IX - HOURS AND WORK WEEK" on page 6 of this agreement.

ARTICLE XIX
SICK LEAVE

Sick leave is defined herein to mean absence from duty of the employee because of personal illness by reason of which said employee is unable to perform the usual duties of his position. Employee shall be entitled to fifteen (15) days sick leave for each calendar year of employment from date of employment with the Borough of Manasquan. If the employee requires none or only a portion of allowable sick leave for any calendar year, the amount of such sick leave not taken shall be accumulated to his credit from year to year.

In the event an injury or disability is covered under Workmen's Compensation and the employee has qualified for payments under Workmen's Compensation benefits, said employee shall during the period he is receiving such weekly benefits from Workmen's Compensation be entitled to only that portion of his regular salary which, with Workmen's Compensation payments, equals his full salary. This provision is not intended to include or relate or effect any award made for permanent or partial disability. It is the intention of this provision that the amount of the employee's regular salary paid to him by the Borough shall be reduced by any temporary payments made.

The Deputy Borough Clerk will keep track of sick time. If extended sick time occurs the Personnel Committee must be notified by the employee.

ARTICLE XX
LEAVE OF ABSENCE

A leave of absence, without pay, may be granted for a six-month period with good cause. Unused vacation time must be used first. The written request should be made to the Department Head who in turn will obtain permission from the Personnel Committee and Mayor and Council.

ARTICLE XXI
PROMOTIONS

Each promotion shall be treated individually. The salary increase would depend upon the employee's experience, merits, dependability, etc. The Supervisor of the Department would meet with the Personnel Committee when a promotion comes up.

ARTICLE XXII
PROBATION

Upon employment, each new employee will be advised in writing, by the Chief Financial Officer, what benefits are offered by the Borough in regards to vacation time, sick days, personal days, working hours, lunch and break times, holidays, health benefits, etc. The employee will be told starting salary for the position applied for and that they will be eligible for an increase on January 1 of the next year at the negotiated contract rate.

ARTICLE XXIII
VACATION

An employee shall be entitled to select vacation according to the length of their employment whenever possible and practical, considering the needs of the Borough of Manasquan. Any employee shall be entitled to a vacation in accordance with the following schedule:

- a.) One year of service through four years of service.....
Twelve (12) working days.
- b.) Fifth year through ninth year of service
Fifteen (15) working days.
- c.) Tenth year through fourteenth year of service.....
Eighteen (18) working days.
- d.) Fifteenth year through nineteenth year of service.....
Twenty-one (21) working days.
- e.) From twenty years of service and over
Twenty-four (24) working days.

Copy of the vacation request must be given to the Deputy Borough Clerk.

Vacations may be carried over one year and no more than two weeks may be taken at one time.

ADDENDUM

SALARY

The White Collar Office Workers Association members shall receive the following:

Seven percent (7%) increase on the 1989 base salary as of December 31, 1989 for the calendar year 1990.

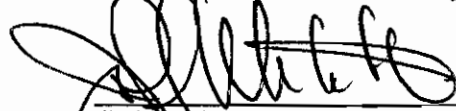
Seven percent (7%) increase on the 1990 base salary as of December 31, 1990, for the calendar year 1991.

ARTICLE XXIV
DURATION

The effective term for this agreement is from January 1, 1990 to December 31, 1991.

IN WITNESS WHEREOF, the parties hereunto caused this agreement to be executed by their respective officers or agents on this 27 day of August, 1990.

BOROUGH OF MANASQUAN



John L. Winterstella, Mayor



Terrance Kelleher, Chairman
Personnel Committee

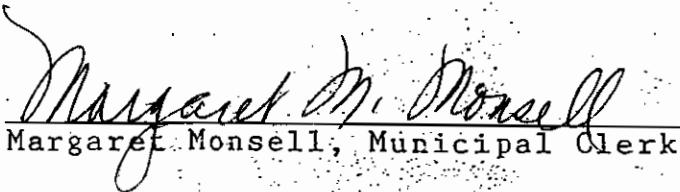
WHITE COLLAR WORKERS
ASSOCIATION



Sue Frauenheim, representative

_____, representative

Attest:



Margaret Monsell, Municipal Clerk