

AGREEMENT

Between

THE BOROUGH OF MANASQUAN, Boroughak

And

THE BLUE COLLAR WORKERS and the POLICE

DISPATCHER UNIT

X JANUARY 1, 1982 through December 31, 1982

ARTICLE V

RIGHTS OF INDIVIDUALS

Nothing contained in this Article shall abridge the rights of the Borough, its agents and employees, under the Laws of the State of New Jersey.

ARTICLE VI

MANAGEMENT RIGHTS

It is mutually understood and agreed that the Borough has the prerogatives of management in the direction of the employees including, but not limited to, the rights of hiring; suspending; discharging for proper cause; promoting; transferring; assigning or reassigning; or scheduling to determine the standards of selection for employment; of maintaining the efficiency of its operation and technology of performing its work; establishing contracts or sub-contracts for Borough operations, provided that this right shall not be used for the purpose or intention of undermining the Association or discriminating against its members; of determining the methods, means, and personnel by which its operations are to be conducted; of determining the content of job classifications, subject to Civil Service regulations and any other applicable law or provisions of this Agreement.

ARTICLE VII

WORK RULES

The Borough shall establish reasonable and necessary rules of work and conduct for employees and these rules shall be duly and conspicuously posted. All work rules shall be equitably applied by the Borough.

ARTICLE VIII

GRIEVANCE PROCEDURE

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

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

Section 3: Procedure to be followed: Since it is important that greivances 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.

Step 1: An employee may orally present and discuss within two working days his complaint with his immediate supervisor or shift supervisor on an informal basis. In the event the matter is not resolved informally, the grievant may submit his grievance in writing within ten days of occurrence to that immediate supervisor who shall hear the grievance. The grievant may be represented by an Association employee.

Step 2: If the grievant is dissatisfied with the disposition of the grievance by the immediate supervisor, the grievance shall be presented in writing within five days to the Director of Public Works or Lieutenant of Police or their designee. Witnesses may be heard and pertinent records received. The grievant may be represented by an Association employee.

Step 2A: Police Dispatchers: If, after three (3) days, the employee is not satisfied with the decision of the Lieutenant of Police, employee may submit a grievance in writing to the Chief of Police. A decision shall be made within three (3) days by the Chief.

Step 3: If the employee is not satisfied with the decision of the Director of Public Works or the Chief of Police at the second step, the grievance shall be placed in writing, signed by the employee and presented to the Personnel, Public Works and Public Safety Committee. The Chairmen of the Personnel, Public Works, Public Safety Committees or Police Chief. The Chairmen of the / shall within (15) working days of the receipt of the written grievance arrange a meeting with the employee and his representative. The Mayor and Council shall give the employee a written answer to his 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 Director of Public Works or the Chief of Police within fifteen (15) working days of the receipt of the grievance from the employee in lieu of arranging a meeting with the employee and his 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 the grievance is not settled at Step 3 of this procedure, the Employee may elect to proceed through Civil Service or Step 4 of this grievance procedure. However, upon election of either the Civil Service procedure or Step 4 of this grievance procedure, the choice of the employee then becomes exclusive in nature and he cannot avail himself at a later time of the procedure not used by him to settle a grievance.

Step 4: 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 Borough and employee within seven (7) days after notice has been 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 Borough and employee shall have the right to strike two names from the panel. The Borough shall strike the first name, the employee then strikes one name, etc., and the name remaining shall be the arbitrator. The arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument. Expenses for the arbitrator's services and the proceedings shall be borne according to law. It is understood by and between the parties hereto that the above procedure is binding arbitration.

→ Section 4 - Representation. In using the grievance procedure established here-
in an employee is entitled at each step to be represented by his Association representative or an attorney of his own choosing, but not by both.

ARTICLE IX

DISCIPLINE

Section I.

→ A. Discipline of an employee shall be imposed only for just cause. Discipline under this Article means official reprimand, fine, suspension, demotion or removal. Demotion or removal based upon a layoff or other operational judgment of the Borough shall not be construed to be discipline. Just cause for discipline up to and including removal shall include but not be limited to these causes set forth in Civil Service Rule 4:1-16.9.

B. Where the Borough and/or its designee imposes or intends to impose discipline, written notice of such discipline shall be given to the employee. Such notice shall contain a reasonable specification of the nature of the charge, a general description of the alleged acts and/or conduct upon which the charge is based and the nature of the discipline.

C. Misconduct. In the event a formal charge of misconduct is made by the Borough against an employee, and if he so requests, he shall be entitled to an Association representative as a witness or as an advisor during the subsequent interrogation of the employee concerning said charge. No recording of such procedure shall be made without notification to the employee. There shall be no presumptions of guilt. The employee and/or the Association, if present, may request and receive a copy of any recordings if made.

D. Any disciplinary matter of less severity, (e.g. reprimand, suspen-