

**A G R E E M E N T**

**between**

**OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION**

**LOCAL 32**

**REPRESENTING**

**WHITE COLLAR EMPLOYEES**

**and**

**BOROUGH OF SEASIDE PARK**

**JANUARY 1, 2008 TO DECEMBER 31, 2010**

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_.

BY AND BETWEEN: **BOROUGH OF SEASIDE PARK**  
hereinafter referred to as "Borough"

AND: **OFFICE & PROFESSIONAL EMPLOYEES**  
**INTERNATIONAL UNION, LOCAL NO. 32**  
Hereinafter referred to as "Union"

FOR THE PERIOD: January 1, 2008 to December 31, 2010

**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 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 not modified by this Agreement;

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

**1. RECOGNITION, DUES CHECKOFF AND AGENCY SHOP**

- 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 New Jersey Employer-Employee Relations Act of 1968. The term "employee" shall be defined to include all bargaining unit members, the plural as well as singular, and to include males, and females.
- B. Following the successful completion of probation, ninety (90) days, the Borough agrees to deduct from the earnings of each employee 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. A list of the names of deductees will be forwarded annually.
- C. The parties agree that for the term of this Agreement, in accordance with New Jersey 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. The bargaining agent agrees to save the employer harmless from any and all actions it takes under this Article.

## 2. NON-DISCRIMINATION

- A. The Borough and the Union agree that there shall be no discrimination against any employee because of race, creed, color, religion, sex, national origin or political affiliation.
- B. The Borough and the Union agree that all employees 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 because of the employee's membership or non-membership or activity or non-activity in the Union.

## 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.
- D. **Police Department Public Safety Telecommunicators:**  
STEP ONE. The aggrieved employee or the designated Union representative shall within FIFTEEN (15) calendar days from the time when the employee should reasonably have been aware of its occurrence, present the grievance in writing to the shift supervisor of the aggrieved employee. With the mutual consent of both parties, discussion may ensue. The supervisor or a duly designated representative shall answer the grievance in writing within TEN (10) calendar days after receipt of the grievance.

STEP TWO. If the grievance is not resolved at STEP ONE, or if no answer has been received by the Union within TEN (10) calendar days, the Union shall present the grievance in writing to the Chief of Police within SIX (6) calendar days of the STEP ONE answer. With the mutual consent of both

parties, discussion may ensue. The Chief of Police shall answer the grievance in writing within TEN (10) calendar days after receipt of the grievance.

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 Borough Council Police Committee within SIX (6) days of the STEP TWO answer. With the mutual consent of both parties, discussion may ensue. The Chairman of the Borough Council Police Committee or a duly designated representative shall answer the grievance in writing within FIFTEEN (15) calendar days after receipt of the grievance.

STEP FOUR. If the 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, the Union shall present the grievance in writing to the Mayor and Borough Council within SIX (6) days of the STEP THREE answer. With the mutual consent of both parties, discussion may ensue. The duly designated representative of the Mayor and Borough Council shall answer the grievance in writing within TWENTY-ONE (21) calendar days after receipt of the grievance.

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

**E. Office Personnel:**

STEP ONE. The aggrieved employee 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 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 SIX (6) calendar days after receipt of the grievance, setting forth findings of fact, 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 Mayor and Borough Council within SIX (6) days of the STEP TWO answer. With the mutual consent of both parties, discussion may ensue. The duly designated representative of the Mayor and Borough Council 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 Employees Relations Commission (PERC) for binding arbitration in accordance with its rules and regulations.

**4. HOURS OF WORK**

The work week shall consist of FORTY (40) hours for Police Department Public Safety Telecommunicators and THIRTY FIVE (35) hours for other employees, which shall not be construed as a guarantee of hours of work per day or per week. The work week shall consist of five (5) consecutive days, although employees in the Police Department (Communications Operators) work week may not be consecutive days of Monday thru Friday.

**5. OVERTIME AND COMPENSATORY TIME**

- A. All work performed in excess of scheduled work days during ONE (1) work week shall be compensated at the rate of time and one-half the employee's base pay.
- B. Compensatory Time. In lieu of receiving pay for overtime work employees shall be entitled to compensatory time off 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 the Department supervisor who shall have the exclusive authority to determine when compensatory time may be taken.
- C. Municipal Court overtime will be offered on a rotating basis to employees covered under the collective Bargaining Agreement. The Deputy Municipal Court 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. There will be a TWO (2) hour minimum for "faxed" call-outs except those on holidays which shall receive a THREE (3) hour minimum. Municipal court employees shall be compensated for scheduled court sessions at the rate of time and one-half the employee's base pay.
- D. Police Department overtime will first be offered in the following order: Public Safety Telecommunication Operators overtime shall be first offered by seniority to the off-duty

operator, then offered to the coming operator, then to the on coming operator before assigning to a part-time employee.

- E. Any employee covered under the Collective Bargaining Agreement who is called in to work will receive a minimum of 3 hours at time and one-half of the employee's base pay or compensatory time in accordance with existing provisions of the contract.
- 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.

**6. HOLIDAYS**

- A. Each employee shall receive holiday pay equal to one day's pay without working the following days:
  - 1. New Year's Day
  - 2. King's Birthday
  - 3. Washington's Birthday
  - 4. Good Friday
  - 5. Memorial Day
  - 6. Independence Day
  - 7. Labor Day
  - 8. Columbus Day
  - 9. General Election Day
  - 10. Veteran's Day
  - 11. Thanksgiving Day
  - 12. Friday after Thanksgiving
  - 13. One-half day Christmas Eve
  - 14. Christmas Day
  - 15. One-half day New Year's Eve
- B. An employee required to work on a holiday shall be compensated at the rate of time and one-half the employee's base pay in addition to holiday pay.
- C. The holidays set forth above shall be observed on the dates specified each December by the Borough Council, which shall be subject to change by the Borough Council upon THIRTY (30) days notice.
- D. **NEW:** Lincoln's Birthday shall be eliminated as a holiday, and shall be replaced with one-half day for Christmas Eve and one-half day for New Year's Eve.

**7. VACATION LEAVE**

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

<i>Length of Service</i>	<i>Vacation Time</i>
Up to 1 year . . . . .	1 day for each month of service
1 thru 4 years . . . . .	twelve (12) days
5 thru 9 years . . . . .	fifteen (15) days
10 thru 14 years . . . . .	eighteen(18) days
15 thru 20 years . . . . .	twenty (20) days
21 and over . . . . .	1 day for each year

- B. During the initial calendar year of service, the maximum TWELVE (12) days indicated above shall be earned and credited at the rate of ONE (1) day for each full month of service.

- C. Employees with more than TWENTY (20) years of service shall be granted vacation leave of ONE (1) day for each year of service. Employees hired after January 1, 1981 shall be granted a maximum of TWENTY-THREE (23) days vacation leave each year.
- D. For employees with ONE (1) to FIVE (5) years of service vacation 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 who leaves the service of the Borough before the end of the calendar year. Vacation leave credits shall not accrue after an employee has resigned or retired although the employee is retained on the payroll until exhaustion of vacation or other compensatory leave. An employee who leaves the service of the Borough shall be paid for earned but unused vacation leave.
- E. For employees with over FIVE (5) years of service vacation leave shall be credited at the beginning of each calendar year. Vacation leave credits shall not accrue after an employee has resigned or retired although the employee is retained on the payroll until exhaustion of vacation or other compensatory leave. An employee who leaves the service of the Borough shall be paid for unused vacation leave.
- F. Vacation leave shall be scheduled with the approval of the Department supervisor in accordance with departmental policies. Vacation leave not used during the calendar year earned shall be used during the following year.
- G. Continuous service, for purposes of this section, shall mean employment with the Borough without actual interruption due to resignation, retirement or removal. Periods of employment before and after layoff, suspension, or leave without pay shall be considered continuous service.

8. **PERSONAL LEAVE**

- A. Each employee 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 who leaves the service of the Borough before the end of the calendar year. Personal leave credits shall not accrue after an employee has resigned or retired although the employee is retained on the payroll until exhaustion of vacation or other compensatory leave. 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. Personal leave shall be scheduled with the approval of the Department supervisor in accordance with departmental policies upon FORTY-EIGHT (48) hours advance notice for Police Public Safety Telecommunication Operators; TWENTY-FOUR (24) hours advance notice for any other bargaining unit employee, unless it is an emergency.

9. **BEREAVEMENT LEAVE**

Each employee shall be granted FIVE (5) consecutive working days leave with pay upon the death of a member of the employee's immediate family. Unused bereavement leave within the calendar year does not accumulate. Additional leave without pay may be granted with the consent of the Department supervisor if the death of the member of the family is outside the State of New Jersey. Immediate family shall include spouse, 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.

10. **SICK LEAVE**

- A. Each employee shall be entitled to annual paid sick leave. During the initial calendar year of service each employee shall be entitled to sick leave of ONE AND ONE-QUARTER (1-1/4) day for each full month of service up to the end of the calendar year; thereafter, each employee shall be entitled to sick leave of FIFTEEN (15) days each calendar year.
- B. Sick leave shall be credited at the beginning of each calendar year. Sick leave credits shall not accrue after an employee has resigned or retired although the employee is retained on the payroll until exhaustion of vacation or other compensatory leave. Sick leave credits shall not accrue during a leave of absence without pay or suspension. Unused sick leave shall accumulate from year to year without limit.
- C. Sick leave may be used by an employee who is unable to work because of personal illness or injury; exposure to contagious disease; care of a seriously ill member of an employee's immediate family, for a reasonable period of time; or death in the employee's immediate family, or a reasonable period of time. An employee absent on sick leave and suspected of an abuse of sick time may be requested to submit evidence substantiating the illness and/or submit to an examination by a physician designated by the Borough.
- D. Sick leave may not be used by an employee for such things as ordinary medical care or services which can normally be scheduled during regular hours off. The utilization of sick leave for elective medical procedures will not be considered without sufficient medical evidence to substantiate the necessity of scheduling the services during work hours.



E. An employee who leaves the service of the Borough, due to retirement or disability only, shall be entitled to payment for ONE HUNDRED PERCENT (100%) of earned but unused sick leave based on the employee's current rate of pay up to a maximum of SEVENTEEN THOUSAND FIVE HUNDRED DOLLARS (\$17,500). An employee with accumulated sick leave which exceeds this maximum shall be entitled to use a maximum of SEVENTEEN THOUSAND FIVE HUNDRED DOLLARS (\$17,500) of the excess sick leave to pay for the employee's retirement medical benefits. Employees hired before January 1, 1981 who leave the service of the Borough, due to retirement or disability only, shall be entitled to payment of ONE HUNDRED PERCENT (100%) of earned but unused sick leave based on the employee's current rate of pay up to the maximum indicated as follows:

J. McClister. . . . . \$39,635

F. An employee who dies while in the service of the Borough shall be entitled to payment for ONE HUNDRED PERCENT (100%) of earned but unused sick leave based on the employee's current rate of pay.

11. **WORK AND NON-WORK RELATED INJUREIS AND ILLNESS**

Each employee shall be granted a leave of absence with pay not exceeding ONE (1) year when said employee shall be injured or disabled resulting from or arising out of service with the Borough, provided that the examining physician designated by the Borough shall certify to such injury or disability. Any amount of salary or wages paid or payable to said employee for sick leave or disability leave of absence shall be reduced by the amount of any Worker's compensation award. Any employee suffering from any non-work related injury or illness shall be placed on leave without pay for a period of six (6) months in accordance with the provisions of New Jersey Statutes. Such leave may be renewed by the Department supervisor for an additional period not to exceed six (6) months, but no further renewal or extensions of such leave may be granted except upon approval by the Mayor and Borough Council. Benefits afforded to an employee suffering from non-work related injury shall be governed according to the applicable statues, rules and regulations of the State of New Jersey in force an effect at the time of injury or illness.

12. **MEDICAL BENEFITS**

A. The Borough shall continue to provide hospital, medical, dental and vision care insurance as presently provided, or its equivalent. Effective February 1, 2006 the Borough shall have the option to change its present traditional indemnity health insurance plan to the plan options set forth in the New Jersey State Health Benefits Plan and will continue to provide the existing dental and vision plan. The existing fifty dollar (\$50.00) per month employee contribution for dependent

coverage shall terminate upon the Borough's enrollment in the New Jersey State Health Benefits Plan.

B. Each employee shall be permitted to enroll in the Medical Benefits Plan on the 1<sup>st</sup> of the month following one (1) full month 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 on an annual basis during the designated enrollment period in accordance with the requirements of the health insurance provider. Eligible employees electing not to participate in the Borough's Medical Health Benefits Plan shall receive an annual health insurance bonus in accordance with the following schedule:

Medical - 50% of benefit cost up to \$4,000.00 maximum

Prescription - 50% of benefit cost up to \$1,000.00 maximum

Dental - 50% of benefit cost up to \$1,000.00 maximum

Vision - 50% of benefit cost up to \$1,000.00 maximum

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 shall be made in writing during the month prior to the policy renewal or other designated period, with 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)

D. The Borough will implement a voluntary disability plan with the cost to be paid by the employee. The Borough agrees to make payroll deduction from employee paycheck.

E. The coverage for dental benefits shall be \$1,000.00 annually and the coverage for orthodontics shall be \$750.00.

**13. UNIFORM ALLOWANCE**

Effective January 1, 2008 each Police Department Public Safety Telecommunication Operator shall receive an annual uniform allowance in the amount of ONE THOUSAND ONE HUNDRED DOLLARS (\$1,100.00) which shall be paid during January each year.

**14. SALARIES AND WAGES**

A. Each employee shall be paid the annual salary outline in the Borough's Salary Ordinances, as amended, in accordance with the following schedules:

<u>For the Calendar Year</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>
Deputy Municipal Court Administrator			
Fourth Year . . . . .	40,156	41,561	42,808
Third Year . . . . .	37,836	39,161	40,336
Second Year . . . . .	35,505	36,747	37,850
First Year . . . . .	33,173	34,334	35,364
Senior Account Clerk/Typing . . . . .	33,173	34,334	35,364
Senior Clerk Typist . . . . .	29,590	30,625	31,544
Senior Account Clerk . . . . .	29,590	30,625	31,544
Violations Clerk . . . . .	29,590	30,625	31,544
Clerk Typist, Account Clerk & Asst. Violations Clerk:			

Fourth Year . . . . .	23,822	24,655	25,395
Third Year . . . . .	22,264	23,043	23,734
Second Year . . . . .	21,806	21,824	22,479
First Year . . . . .	20,452	21,167	21,802
Sr.Pub.Safety Tel/Com.Operator/Sr. Records Clerk	39,542	40,926	42,154
Pub. Safety Tel.Com. Operator, Records Clerk:			
Fourth Year . . . . .	35,537	36,781	37,884
Third Year . . . . .	33,956	35,145	36,199
Second Year . . . . .	32,454	33,590	34,598
First Year . . . . .	31,030	32,116	33,080
Pub.Safety Tel.Com./Oper.Trainee . . .	27,273	28,228	29,075

B. The year for determination of salary shall commence on the first day of January of each year. Any part of ONE (1) year shall be considered a full year for determining salary status if the employee begins full-time service with the Borough prior to July 1<sup>st</sup>.

C. The salaries for "off-scale" employees shall be as follows:

<u>For the Calendar Year</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>
Senior Account Clerk . . . . .	35,797	37,049	38,161
(A. Shadiack/A. Rice & C. Wroblewski)			
Technical Assistant to . . . . .	2,000	2,070	2,207
Construction Official			

D. Communication Operators and Communications Operator Trainees hired before January 1, 1996 shall be paid in accordance with the salary guide for Communication Operator.

E. It is understood that the following salaries are 2007 salaries, and will be adjusted when the new contract is drafted and executed:

- a. Senior Account Clerk\* \$36,586.00  
\*(Includes \$2,000 for duties as TACO)
- b. Public Safety Telecommunication Operator\*\*/Sr. Records Clerk \$38,205.00

\*\*Contract shall reflect all NJDOP updated titles.

15. **LONGEVITY**

A. Effective January 1, 1996, any and all payments for longevity shall cease and are hereby eliminated from this Agreement.

16. **MATERNITY LEAVE**

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

17. **SAVINGS CLAUSE**

If any provision of this Agreement or the 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.

18. **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.

19. **TERMINATION AND EXTENSION OF AGREEMENT**

A. The term of this Agreement shall be from January 1, 2008 through December 31, 2010, and its terms and conditions effective with its commencement and retroactive to same.

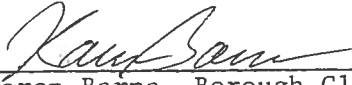
B. It is understood that if the Union seeks a successor agreement commencing from January 1, 2011, that this Agreement shall remain in full force until said agreement has been reached.

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

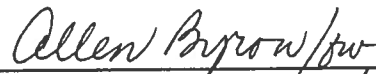
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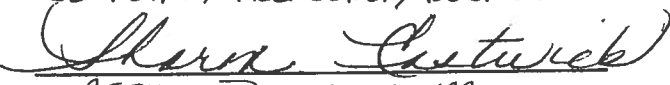
**BOROUGH OF SEASIDE PARK**

  
\_\_\_\_\_  
Thomas E. Connors, Mayor

  
\_\_\_\_\_  
Karen Barna, Borough Clerk

**OFFICE & PROFESSIONAL EMPLOYEES  
INTERNATIONAL UNION, LOCAL 32**

  
\_\_\_\_\_  
SECRETARY-TREASURER/BUSINESS MGR.

  
\_\_\_\_\_  
ASST. BUSINESS MGR.

\_\_\_\_\_