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AGREEMENT BETWEEN
BOROUGH OF SEASIDE HEIGHTS
AND
SEASIDE HEIGHTS SECRETARIES ASSOCIATION

Labor Relations Consultants
813 Riverview Drive
Brielle, N.J. 08730
(201) 528-6229

This Agreement made the First (1) day of January, 1990 to December 31, 1991.

BETWEEN:

BOROUGH OF SEASIDE HEIGHTS, A Municipal Corporation of the State of New Jersey, in the County of Ocean, State of New Jersey, hereinafter referred to as the "Employer" or the "Borough" and SEASIDE HEIGHTS SECRETARIES ASSOCIATION, hereinafter referred to as the "Association."

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 it's Employees and to establish basic understanding relative to rates of pay, and hours of work and other conditions of employment consistent with the law:

NOW THEREFORE, in consideration of these premises and mutual covenants herein contained, the parties hereto agree with each other, with respect to the Employees of the Employer, recognized as being represented by the Seaside Heights Secretaries Association, as follows:

ARTICLE I

The Employer recognizes the Seaside Heights Secretaries Association as the exclusive representative of all employees in the negotiating unit as hereinafter defined for the purposes of collective bargaining and all other activities relative thereto pursuant to the Public Employees Relations Act of the State of New Jersey and other applicable law.

The bargaining unit shall consist of all secretaries employed by the Borough of Seaside heights, excluding only the Borough Clerk or Administrator, Borough Plant Workers and Patrolmen.

ARTICLE II

DURATION OF AGREEMENT

This Agreement shall be in full force and effect from the first (1st) of January, 1990 through and including the thirty-first (31st) of December 1991.

ARTICLE III

NEGOTIATION OF A SUCCESSOR AGREEMENT

The parties to this contract, namely the Employer and the Association, agree to renegotiate and bargain collectively concerning all of the articles of this agreement, prior to the termination date of this contract and in accord with the applicable Public Employer Relations Commission Rules concerning negotiation by a public employer and public employees.

ARTICLE IV

MANAGEMENT RIGHTS

The Employer hereby retains and reserves unto itself, without limitation, all powers, rights, authority and duties and responsibilities conferred upon it and vested in it by the laws and the Constitution of the State of New Jersey and the United States except as may be specifically modified by this Agreement.

The Employer further retains the following basic right:

1. The exclusive authority to maintain the operational effectiveness of its executive administrative control functions over its properties, facilities and activities of its employees.

2. The right to hire all employees and subject them to the provisions of the law, to determine their qualifications and conditions for continued employment or assignment and to promote, transfer, dismiss, discipline, reassign, relocate and evaluate employees.

B.

The exercise of the foregoing powers, rights, authorities, duties and responsibilities of Employer and the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited to the extent that such management rights are in conformance with the Constitution and Laws of the State of New Jersey and the United States.

ARTICLE V
GRIEVANCE PROCEDURE

Grievance is hereby jointly defined as any alleged violation of this Agreement or any dispute with respect to its meaning or application.

In order to provide for an orderly method for handling and disposing of disputes and grievances by the parties, any grievance arising between an Employee and the Employer, as to the meaning, application or operation of any provision of this Agreement, except for limitations imposed on the authority of the Employer by statute, and shall be adjusted as follows:

STEP I. The grievant and his or her representative shall present a written statement of the alleged grievance to his or her immediate supervisor. The grievant must file a written grievance within fifteen (15) days of the occurrence of said grievance.

The immediate supervisor will review the grievance and investigate facts and submit a written answer to the grievant within fifteen (15) days of submission date of the written grievance.

ARTICLE V
GRIEVANCE PROCEDURE
(Continued)

STEP II. If the grievant is dissatisfied with the answers submitted by his or her immediate supervisor, said grievant and his or her representative may appeal the immediate supervisor's written answer within fifteen (15) days after receipt of said answer at the first step.

Department Head or his designee shall then review the grievance appeal, investigate the facts and submit a written answer to the grievant within fifteen (15) days of the submission of said grievance to Step II.

STEP III. If the grievant is dissatisfied with the answer submitted by the Department Head at Step II, said grievant or his or her representative may appeal the answer received within fifteen (15) days after receipt of said written answer at the second step of the process. The Employee will request in writing that the Department Head schedule a hearing before the Mayor and Council on the matter. The hearing shall be scheduled within fourteen (14) days after receipt of the grievance appeal from the Department Head decision of Step II of the process. The Mayor and Council will hold hearing with the employee and his or her representative and the Mayor and Council will submit a written answer to the grievant within fifteen (15) days after adjournment of said hearing. The decision of the Mayor and Council shall be final and binding on all matters except contract violations.

STEP IV. If the grievant is still dissatisfied with the answer received from the Mayor and Council and the grievance is a matter of a contract violation, the grievant shall petition the Association in writing to submit his grievance to advisory arbitration. If the Association determines the grievances to be meritorious, it may submit the grievance to arbitration in accordance with the following procedure:

1. Within twenty (20) days of any decision by the Mayor and Council the Association may request advisory arbitration with the American Arbitration Association and requesting a selection list of arbitrators. The parties shall submit their respective selections in accordance with the rules and timetable of the American Arbitration Association. The hearing shall be conducted and the Arbitrator's Award issued in accordance with the rules of the American Arbitration Association except as hereinafter modified.

ARTICLE V
GRIEVANCE PROCEDURE
(Continued)

2. The Arbitrator will first rule on the arbitrability of the grievance if so requested by either party;
3. The Arbitrator shall have no power to add to or alter language in effect in this Agreement;
4. The Arbitrator shall not have the power to make an award which is not within the power of the mayor and council to implement;
5. The Arbitrator's decision shall be advisory on all matters regarding violations of this Agreement unless the decision should require legislative action and in the event such decision shall be effective only if such legislation is enacted;
6. The parties will share the cost of arbitration itself, that is, the arbitrator's fees and expenses, if any, as well as the cost of the hearing room, if any. All other expenses in connection with the arbitration case will be borne by the respective parties incurring same.
7. Any grievance not processed to the next Step in the grievance procedure within the time limits provided for such processing, shall be deemed to have been waived and abandoned by the employee and Association.
8. Nothing contained herein shall be deemed to limit or impair the rights of the employee and Association to seek a remedy provided for by the Civil Service Commission, the Courts or any other agency of this State, provided that the employee and Association must elect only one of these options.

ARTICLE V
GRIEVANCE PROCEDURE

(Continued)

(B) ADVANCED STEP FILING AND GROUP GRIEVANCES

1. If the action, order or interpretation which gives rise to a grievance emanates from a level of authority higher than Step I of the grievance procedure so that the grievant's immediate supervisor is without authority to resolve the grievance, the grievant may initiate his grievance at the first appropriate Step of the Grievance Procedure at which the grievance can be resolved. All other provisions of subsection (A) of the grievance procedure shall apply to such grievances.

2. If, in the judgement of the Executive Committee, a grievance affects a group or class of Secretaries, the Association may submit a single written grievance on behalf of all affected secretaries to the first appropriate Step of the grievance procedure at which the grievance can be resolved. All other provisions of subsection (A) of the grievance procedure shall apply to such grievances.

ARTICLE VI

SALARIES & LONGEVITY

<u>CLASSIFICATION</u>	(7%) <u>1-1-90</u>	<u>CLASSIFICATION</u>	(7%) <u>1-1-91</u>
Starting	\$13,745.00	Starting	\$14,707.00
After 2 years completed	16,606.00	After 2 years completed	17,768.00
After 3 years completed	17,516.00	After 3 years completed	18,742.00
After 4 years completed	18,426.00	After 4 years completed	19,716.00
After 5 years completed	19,109.00	After 5 years completed	20,447.00
After 7 years completed	21,657.00	After 8 years completed	23,173.00
After 9 years completed	23,606.00	After 12 years completed	25,258.00
After 15 years completed	24,007.00	After 16 years completed	25,687.00
After 20 years completed	500.00	After 20 years completed	500.00
	Extra	Extra to be added to base salary	

LONGEVITY

Each employee shall be paid, in addition to their current annual wages, a longevity increment based upon their years of continuous employment in accordance with the following schedule. Effective 1-1-91 longevity in addition to base salary shall constitute base pay.

<u>NUMBER OF YEARS COMPLETED</u>	<u>PERCENTAGE OF SALARY</u>
After 3 years of service	2%
After 5 years of service	3%
After 8 years of service	4%
After 12 years of service	5%
After 16 years of service	6%
After 20 years of service	7%

If any unit of the Borough of Seaside Heights secures a settlement above the settlement percentage, then the Borough of Seaside Heights shall open negotiations with the Secretary's Unit.

ARTICLE VI

SALARIES & LONGEVITY

(Continued)

All secretaries whose permanent appointment date is between January 1 and June 30 of any year shall be considered for the purpose of longevity having commenced her employment on January 1st of that year.

All secretaries whose permanent appointment date is between July 1 and December 31 of any year shall be considered for the purpose of longevity having commenced her employment on July 1st of that particular year.

In lieu of the increased work load for the months of May to September, a salaried amount shall be paid to each member of the Secretary's Unit in accordance with the following schedule, effective 1-1-91. Payments are to be received on October 15th of each year.

<u>NUMBER OF YEARS COMPLETED</u>	<u>PERCENTAGE OF BASE SALARY</u>
After 3 years of service	1%
After 5 years of service	1%
After 8 years of service	1%
After 12 years of service	2%
After 16 years of service	2%
After 20 years of service	2%

ARTICLE VII

WORK DAY - WORK WEEK

WORK DAY

The work day for all secretaries shall be from 8:30 AM to 4:30 PM or 9:00 AM to 5:00 PM, Monday thru Friday

ARTICLE VII

WORK DAY - WORK WEEK

(Continued)

WORK WEEK

1. The normal work week for all secretaries shall be from Monday through Friday. Saturday work shall be listed below in number 4.

2. The work week for all secretaries shall not exceed forty (40) hours per week.

3. Each secretary shall receive a sixty minute lunch break on every day worked with pay.

4. For the months commencing April 1st to September 30th secretaries who are assigned work on any Saturday shall receive three (3) hours compensatory time off. It shall be understood that compensatory time earned must be utilized in the month it is earned. No compensatory time shall be carried over.

Effective October 1st to December 1st, 1990 and 1991 the following Saturdays shall be paid at time and a half (1½):

October 13th, 20th and 27th, 1990

November 3rd and 17th, 1990

October 5th, 19th and 26th, 1991

November 2nd and 16th, 1991

The Borough will put out a schedule of all secretaries in the front office. From that point the person assigned can have a substitute perform her duties on that Saturday.

WORK YEAR

The work year for all secretaries shall be from January 1st to December 31st of the current year.

ARTICLE VIII

OVERTIME COMPENSATION

Section I. Each employee of employer shall be paid overtime compensation at the rate of one and one-half (1½) times her regular rate of pay for the following:

ARTICLE VIII

OVERTIME COMPENSATION

(Continued)

A. Work performed in any consecutive 24 hour period in excess of the regular workday;

B. Work performed on a day during which the Employee was not otherwise scheduled to work;

C. Employees shall not be paid overtime hours worked in excess of the regular work day and work week unless such overtime is authorized by the Department Head, Personnel Chairman or Administrator.

ARTICLE IX

VACATIONS

That each secretary shall be entitled to vacation with pay at her regular rate of pay as follows:

1. Up to one (1) year of service, one (1) working day's vacation for each month of service.

2. After one (1) year of service and up to ten (10) years of service, twelve (12) working days' vacation.

3. After ten (10) years and through fourteen (14) years of service, fifteen (15) working days' vacation.

4. Starting the 15th year of service, seventeen (17) working days' vacation.

5. Starting the 20th year of service and over, twenty (20) working days' vacation.

Any employee leaving the service of the employer shall be paid for accumulated vacation days. Said unused vacation time shall be on a prorated basis of one (1) day, for each month of service. Unearned vacation time will be deducted from the employee's last pay, if said separation of service occurs.

Vacations shall be taken at any time with Seniority as the preference upon the approval of the appropriate Department Head or Mayor and Council.

All secretaries, for the purpose of vacation time, shall have their starting date shown as the date their permanent employment began.

ARTICLE X

HOLIDAYS

Section 1. The following days are recognized as holidays and Employees working thereon shall be paid for their regular rate of pay for a regular working day.

New Year's Day

Lincoln's Birthday

Washington's Birthday

Good Friday

Memorial Day

Fourth of July

Labor Day

Columbus Day

Election Day

Veteran's Day

Thanksgiving Day

Christmas Day

Section 2. If any of the above holidays is in conflict with the religious belief of any employee, such employee may substitute a religious holiday for said holiday, provided adequate notice is given to the Borough Clerk or Administrator.

Section 3. In the event any member of employee is required to work on any of the aforesaid holidays, or in the event any such holiday shall fall on a regular day off, then, subject to administrative requirements:

A. The employee may elect to receive compensatory time off in lieu of said holiday; or

B. The employee, in lieu of such compensatory time off, may elect to waive such compensatory time off, to work in lieu thereof, and to be paid at his regular rate of pay for such work, which payment will be in addition to her holiday pay and be received by her during her next pay period, or be paid to her during the first pay period in December, at the Employee's discretion.

ARTICLE XI
TEMPORARY LEAVES OF ABSENCE

TYPES OF LEAVES

As of the beginning of this contract, employees shall be entitled to the following temporary nonaccumulative leaves of absence with full pay each year:

1 PERSONAL

Three days leave of absence for personal, religious, legal business, household or family matters which require absence during work hours. Application to the employee's supervisor for personal leave shall be made at least two days before taking such leave (except in the case of emergencies) and the applicant for such leave shall not be required to state the reason for taking such leave other than that he is taking it under this Section.

2. Community Service Leave

Any employee who is a member of a community service organization or who is requested by any such organization to attend or participate in meetings or programs of the organization conducted during work hours shall be granted time off with pay for such purpose upon request.

3. Death

Up to four (4) days at any one time in the event of death or serious illness of any employee's spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother sister, brother-in-law, sister-in-law.

4. Good Cause

Other leaves of absence with pay may be granted by the Borough for good reason.

ARTICLE XII

SICK LEAVE

Section 1. Sick leave is hereby defined to mean absence from post or duty by employee due to illness, accident, exposure to contagious disease or attendance upon a member of employees' immediate family being seriously ill or injured and requiring the care and attendance of such employee.

Section 2. All secretaries shall be granted fifteen (15) working days sick leave with pay each calendar year for non-duty connected injuries and illnesses.

Section 3. Sick leave not taken shall accumulate from year to year, and each secretary shall be entitled to such accumulated sick leave with pay if and when needed.

Section 4. The Employer will grant in accordance with the provision of Title 40A sick leave with pay for duty connected injuries and illnesses to all secretaries.

Section 5. That a certificate of a reputable physician in attendance may be required as proof of illness of an employee or of the need for his or her attendance upon a member of his or her immediate family, for leaves under the following conditions:

- A. Leave taken the day immediately prior to or immediately after authorized leave;
- B. Three (3) consecutive days of absence for reason of illness;
- C. Absence on sick leave for three (3) days or more in any one (1) month;
- D. Such certificates may be required by the Borough Clerk or Administrator or the governing body and in addition thereto the Mayor and Council may require the employee to be examined by a physician of the governing body's choice at it's own expense.

ARTICLE XII

continued

Section 6. Accumulation of sick leave:

A. Accumulation of sick leave shall be as provided under N.J.S.A. 11:24A-3.

B. Compensation of accumulated sick time upon retirement. In the event any member of the unit as defined under Article I leaves the Department for either just cause separation, medical or retirement, he shall receive the following computation of his sick leave as compensation.

Under ten years of service: 25% of accumulated leave as per
Borough Ordinance

From ten (10) to fifteen

(15) years of service: 75% of accumulated sick leave

From fifteen (15) years

on: 100% of accumulated sick leave

Sick Leave computation shall be made at the employee's total base pay in the year notice is transmitted to the Borough of separation.

Section 7. Job-related injuries.

A. If any employee is injured on the job or claims to have been injured on the job, the employer may, in its discretion compensate said employee in full without loss of employee's accumulated sick or vacation time.

B. Workmen's compensation checks will be delivered to injured employee when received by the employer along with the balance of said employee's salary.

Section 8. In the event the Public Works Department secures from the Borough a sick leave benefit for retirement than the same benefit and percentage shall be given to the secretaries.

ARTICLE XIII

Section 1. The parties agree that it is necessary for the employee to appear well dressed in the public and to present a proper image as representatives of the employer; therefore, the employer shall pay to said employee, the amount of \$400.00 for 1990 for the purchase of clothing. No jeans, sneakers, etc.

Section 2. The monies indicated in Section 1 under this Article shall be paid the first week of January of the current year.

Section 3. Within thirty (30) days of the signing of this contract a addendum for 1991 will be attached. If this addendum is not completed within prescribed time period, the clothing allowance will be \$400.00 for 1991.

ARTICLE XIV
ASSOCIATION RIGHTS

Section 1. GRIEVANCE COMMITTEE

The employee shall have an Association Grievance Committee and said committee representative shall not conduct Association business during working hours.

Section 2. DISCRIMINATION AND COERCION

There shall be no discrimination, interference, or coercion by the Employer, or any of its agents, or the Association or any of its agents, against employees covered by this Agreement because of membership or non-membership or activity or in-activity in the Association. The Employer shall not intimidate or coerce employees into membership or non-membership. Neither the Employer nor the Association shall discriminate against any employee because of race, creed, color sex, national origin or political affiliation.

ARTICLE XV
EMPLOYEE RIGHTS AND PRIVILEGES

Section 1. Nothing contained herein shall be construed to deny or restrict to any employee such rights as are made mandatory by New Jersey Civil Service Statutes or other applicable State Laws or regulations. The rights granted to employees hereunder shall be deemed in addition to those mandated by law.

Section 2. Whenever any employee is required to appear before the Borough Clerk, Administrator, Borough, or any committee or member thereof concerning any matter which could adversely affect the continuation of that employee in her position, employment, or the salary or any increments pertaining thereto, then she shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise her and represent her during such meeting or interview.

Section 3. No employee shall be disciplined, reprimanded, or reduced in rank or compensation without just cause. Any such action by the Borough, or any agent or representative thereof, shall not, if possible, be made public, shall bear a reasonable relationship to the offense charged and shall be subject to the grievance procedure set forth herein.

Section 4. Effective July 1, 1988, the Borough and the Association agree to implement the New Jersey State Statute Chapter 477, P.L. 1979 at the rate of 85% of the established dues. The Borough agrees to make such transfer of funds to the Treasurer of the Association to accomplish the intent of the law.

the Association shall certify to the Borough, in writing, the current rate of its membership dues. The Association which shall change the rate of its membership dues shall give the Borough written notice prior to the effective date of such change.

The Association shall comply with all provisions of Chapter 477, P.L. 1979, in its operation and handling of non-members.

ARTICLE XVI
HEALTH BENEFITS

The Borough shall continue to provide full family health coverage presently in effect at the time of this Agreement consistent with other employees.

ARTICLE XVII
MISCELLANEOUS PROVISIONS

A. NON-DISCRIMINATION:

The Borough and the Association agree that there shall be no discrimination, and that all practices, procedures and policies of the Borough shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of employees or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile or marital status.

B. BOROUGH POLICY:

This Agreement constitutes Borough policy for the term of said Agreement, and the Borough shall carry out the commitments contained herein and give them full force and effect as Borough policy.

C. SAVINGS CLAUSE:

Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the signing date of this Agreement to employees covered by this Agreement as established by the rules, regulations, and/or policies of the Borough in force on said date, shall continued to be so applicable during the term of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce nor otherwise detract from any employees benefit existing prior to it's effective date.

D. SEPARABILITY:

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

E. COMPLICANCE BETWEEN INDIVIDUAL CONTRACT AND MASTER AGREEMENT:

Any individual contract between the Borough and an individual employee, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistant with this Agreement, this Agreement, during it's duration shall be controlling.

IN WITNESS WHEREOF, the parties have, by their duly authorized representative, set their hands and seals this *24th* day of *October* 1990.

BOROUGH OF SEASIDE HEIGHTS

By: *George E. Tough*
Mayor

Attest:

Bettsey Arnold
Bettsey Arnold, Borough Clerk

SEASIDE HEIGHTS SECRETARIES
ASSOCIATION

By: _____
President

Attest:

Roberta Jeanne Andrade, Secretary