

# AGREEMENT

BETWEEN

BOROUGH OF MANASQUAN

AND

OFFICE AND PROFESSIONAL  
EMPLOYEES INTERNATIONAL UNION,  
AFL-CIO, LOCAL 32

JANUARY 1, 2010 THROUGH DECEMBER 31, 2012

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## **PREAMBLE**

This Agreement made and entered into this \_\_\_ day of \_\_\_\_\_, 201\_ between the Borough of Manasquan, a Municipal Corporation of the State of New Jersey, hereinafter referred to as the "Borough" or "Employer," and the Office and Professional Employees International Union Local 32, herein after referred to as the "Union."

WITNESSETH:

WHEREAS, the Borough and the Union recognize and declare that providing quality service for the Borough is their mutual aim, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement;

In consideration of the following mutual covenants, it is hereby agreed as follows:

## **ARTICLE I**

### **RECOGNITION**

Section 1: The Borough hereby recognizes the Union as the sole and exclusive representative and bargaining agent for the purposes of collective negotiations with respect to salaries, benefits, working conditions, procedures for the adjustments of disputes and grievances and other related matters.

Section 2: The bargaining unit shall consist of all employees working a full time schedule and employees working a regular part time schedule in excess of ten hours per week in the Borough of Manasquan, including clerical, building maintenance and code enforcement employees; but excluding all managerial executives, confidential employees and supervisors within the meaning of the PERC Act, craft employees, professional employees, temporary employees,

seasonal employees, employees represented by other bargaining units and all other employees of the Borough of Manasquan.

Section 3: Upon the signing of this Agreement, the Employer shall furnish the Union with a list of its employees covered by this Agreement. This list of employees in the bargaining unit will contain the following:

Employee's name

Date of hire

Rate of pay

The Employer shall supplement this list within five (5) business days of request by the Union to keep it up to date as far as is practicable.

## **ARTICLE 2**

### **MAINTENANCE OF STANDARDS**

The Union and the Employer agree that any conditions of employment including, but not limited to, policies and procedures, in place prior to the Union being certified, shall remain in effect unless otherwise agreed to by the parties.

## **ARTICLE 3**

### **MANAGEMENT RIGHTS**

The Borough of Manasquan, as the Public Employer, retains the right, in accordance with applicable laws and procedures, to:

1. Direct employees;
2. Hire, promote. Transfer, assign and retain employees in positions within the municipality;
3. Suspend, demote, discharge or take other disciplinary action against employees for just cause;

4. Maintain the efficiency of the government operation entrusted to it;
5. Determine the methods, means and personnel by which such operations are to be conducted;
6. Take action as may be necessary to carry out the mission of the municipality in situations of emergency; and
7. Take actions involving managerial prerogatives as established by statute, administrative code and case law.

## **ARTICLE 4**

### **UNION BUSINESS**

#### Section 1 – Visitation

Representatives of the Union shall, upon request, have reasonable access to the premises of the Employer for the purposes of investigating specific grievances and/or to ascertain whether or not the terms of this Agreement are being observed. The Union agrees that such visitation shall not interfere with the employees' performance of their duties and/or the operation of the municipality.

#### Section 2 – Deduction of Union Dues

- A. Upon receipt of written authorization from the employee, the Employer agrees to deduct Union initiation fees and monthly dues from the wages of each employee and to forward such initiation fees and dues to the office of the Union on a monthly basis.
  1. Dues deductions from the previous month shall be remitted to the office of the Union no later than the tenth (10<sup>th</sup>) day of each month, together with a list of all employees from whom dues have been deducted, as with other recognized units.
  2. The Employer agrees to furnish the Union within five (5) days of a request by the Union.
    - a. names of newly hired employees in the bargaining unit, their addresses, social security numbers, classification of work, dates of hire;

- b. names of terminated employees in the bargaining unit together with their date of termination; and
- c. names of employees in the bargaining unit on Leave of Absence.

### Section 3 – Fair Representation/Agency Shop Fee

- A. After thirty (30) days of employment, all employees covered by this Agreement who are not members of Local 32, OPEIU, will be required to pay an Agency Shop Fee/Fair Representation Fee which shall be eighty-five percent (85%) of the current Union dues.
  - 1. Prior to the beginning of each membership year, the Union will notify the Employer of the amount of the regular membership dues, initiation fees and assessments charged by the Union to its own members for that year.
  - 2. The representation fee shall be computed on the total amount of A.1 above.
- B. The Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings in this matter brought by or on behalf of any employees in the negotiations unit, which arises from the agreement to deduct agency fee.
- C. All provisions of this Fair Representation/Agency Fee clause shall be in accordance with the appropriate New Jersey statute and additionally, all other requirements set by the Rules of the Public Employment Relations Commission Appeal Board.

### Section 4 – Shop Steward

An annual unpaid leave absence of up to three (3) days per year will be granted to the shop steward (1 person) or his/her designee. Notice of intention to utilize this leave must be given, in writing, to the Employer at least sixty (60) days before the proposed leave. Leave will be granted provided that the absence does not adversely impact the operation of the municipality.

**ARTICLE 5**  
**GRIEVANCE**

Section 1 – Definition

1. A grievance is any dispute between the parties concerning the application or interpretation or a claimed breach of the terms of this Agreement (contractual grievance), or
2. A claimed violation, misinterpretation or misapplication of rules and regulations, policies or administrative decisions dealing with terms and conditions of employment (non-contractual grievance).

Section 2 – General Understandings of this Procedure

- A. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions for the problems that may arise from time to time affecting the Borough and its employees.
- B. Nothing herein contained shall be construed as limiting the right of any employee from discussing the matter informally with the appropriate supervisor in an attempt to resolve the matter prior to filing a grievance.
- C. A grievance may be submitted by the Union or an employee(s).
- D. An individual employee involved shall be entitled to representation by the Union in any grievance. Neither the employee nor the Union shall be coerced, intimidated or suffer any reprisal as a direct or indirect result of the use of this procedure.
- E. A grievant may represent himself/herself throughout this procedure. In such case, the Union shall have the right to be present, to state its

views at all steps of the procedure and to receive all dispositions of the grievance.

- F. The number of days indicated at each level shall be considered the maximum and every effort shall be made to expedite the process. The time limits specified may be extended by mutual consent, which shall not be unreasonably denied.

### Section 3 – Steps of the Procedure

#### A. Step One

A grievance must be filed within twenty (20) calendar days of its occurrence, or when the employee reasonably should have known of its occurrence. Any grievance that is not filed in this time frame will be null and void. A grievance shall be presented in writing, to the employee's immediate supervisor. The immediate supervisor, within ten (10) working days, shall meet with the grievant and representative of the Union for the purpose of adjusting or resolving said grievance. The immediate supervisor shall give the grievant and the Union a written disposition of the grievance within ten (10) working days of the meeting.

#### B. Step Two

If the grievance is not resolved at Step 1, the grievant or the Union representative may, within ten (10) working days of receipt of the disposition at Step 1, present the grievance in writing to the Municipal Administrator. The Municipal Administrator shall meet with the grievant and the Union representative within ten (10) working days of submission of the grievance at Step 2. Within fifteen (15) calendar days of the meeting, the Administrator shall



give the grievant and the Union representative a written disposition of the grievance.

C. Step Three

If the grievance is not resolved at Step 2, the grievant or the Union representative may, within ten (10) working days of receipt of the disposition at Step 2, present the grievance in writing to the Mayor and Council. A brief verbal presentation of the grievance may be made, if desired, within fifteen (15) workings days. A disposition of the grievance shall be given to the grievant and the Union representative within thirty (30) calendar days of receipt of the grievance or of verbal presentation, whichever is later.

D. Step Four

If the grievance is still unsettled, the Union 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 through PERC or the State Board of Mediation. The Arbitration proceedings shall be conducted by an Arbitrator to be selected by the Borough and the Association 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 (2) 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 a decision within thirty (30) days after the conclusion of testimony and argument. Expenses for the arbitrator's services and the proceedings shall be borne equally by the Borough and the grievant. It is understood by and between the

parties hereto that the decision of the Arbitrator shall be binding upon the parties. Effective January 1, 2012 arbitration is binding.

In using the grievance procedure established herein, an employee is entitled at each step to be presented by an Association representative or an attorney of his own choosing, but not by both.

## **ARTICLE 6**

### **SALARIES**

#### Section 1 – 2010 Salary

Effective and retroactive to January 1, 2010, each employee on the payroll prior to January 1, 2010, shall receive an increase of two percent (2%) added to his/her December 31, 2009 base salary.

#### Section 2 – 2011 Salary

Effective January 1, 2011, each employee on the payroll prior to January 1, 2011 shall receive an increase of two percent (2%) added to his/her December 31, 2010 base salary.

#### Section 3 – 2012 Salary

Effective January 1, 2012, each employee on the payroll prior to January 1, 2012 shall receive an increase of two percent (2%) added to his/her December 31, 2011 base salary.

#### Section 4

The Borough and the Union acknowledge that employees working in the Office of the Municipal Court have been previously granted a salary adjustment based upon the Boroughs of Manasquan and Brielle entering into and continuing an agreement for the joint administration of the Municipal Courts of each municipality pursuant to an Interlocal Services Agreement. An adjustment of the employee's salary has been as follows:

<u>Title of Employee</u>	<u>Adjustment</u>
Deputy Court Administrator	\$3,000 per annum
Violations Clerk	\$1.65 per hour

The adjustment shall be increased for years 2006 through 2009 by the percentage increase and on the dates set forth in Sections 1, 2 and 3 above. For example, the adjustment to be paid to a deputy court administrator for year 2006 is \$3,120.00 ( $\$3,000 \times 4\% = \$3,120.00$ ).

In the event that the Interlocal Services Agreement between the Boroughs of Manasquan and Brielle is terminated, the salary of employees in the Office of the Municipal Court shall be reduced by the amount of the adjustment and the percentage increase on the adjustment made for the employment years 2006 through 2009. For example, should the Interlocal Services Agreement be terminated as of December 15, 2007, the salary of a deputy court administrator shall be decreased by \$3,244.80 pro rata from the date paid to the date of the termination of the Interlocal Services Agreement. This calculation has been determined as a result of increasing the original adjustment (\$3,000) by 4% for the calendar year 2006, resulting in an adjustment of \$3,120 for that year, and increasing the 2006 adjustment by 4% for the calendar year 2007, resulting in an adjustment of \$3,244.80 for that year.

### Section 5

In the event an employee is called into duty other than for the employee's normal assignment, the employee shall be paid overtime for all time worked during such period but in no case shall the employee be paid for less than two (2) hours regardless of the actual time worked.

## **ARTICLE 7**

### **PROBATIONARY PERIOD**

#### **Section 1**

All newly appointed full time and part time employees covered by this Agreement shall be subject to a probationary employment period of ninety (90) days or such other period as established by the New Jersey Department of Personnel, during which time such employee can be terminated for any reason without the same causing a breach of this Agreement or constituting a grievance.

#### **Section 2**

The purpose of the probationary period is to evaluate the employee's performance and conduct and to determine whether or not the employee merits regular employment with the Borough.

#### **Section 3**

An employee's probationary period may be extended for no more than an additional ninety (90) days, or such other period as established by the New Jersey Department of Personnel, provided the notice of such extension is served to both the Union and the employee within ten (10) days prior to the expiration of the original ninety (90) days.

#### **Section 4**

Employee(s) shall have seniority credit and credit for benefits provided by the Employer retroactive to the appointment date as a full time employee or an employee working a regular part time schedule.

**ARTICLE 8**  
**PROMOTIONAL INCREASES**

Section 1

An employee who is promoted to a higher title shall receive an increase in annual base salary of at least one thousand five hundred dollars (\$1,500.00) payable on a prorated basis from the date of the promotion. For the purpose of this Section, promotion shall mean a voluntary act of the Employer transferring the employee to a higher title or position. The term promotion shall not include any change in title or position made by the Department of Personnel of the State of New Jersey or any change or title or position made by any other agency or entity other than the Manasquan Borough Council.

Section 2

Any employee may apply to the Employer for a salary adjustment based upon increased work responsibilities or similar factors. The Employer shall have the absolute discretion to make an adjustment should its review of this application warrant such adjustment.

The adjustment may, in the discretion of the Employer, be retroactive. The decision of the Employer shall be non-grievable.

**ARTICLE 9**  
**LONGEVITY**

Commencing with the effective date of this Agreement, longevity will not be paid to new hires. Staff employed as of January 1, 2010 will continue to be eligible for longevity as per the 2006-2009 contract and shall receive longevity in accordance with the following schedule:

1. Upon completion of five (5) years or more of service, each employee shall receive four percent (4%) of his/her annual salary.
2. Upon completion of ten (10) years or more of service, each employee shall receive five percent (5%) of his/her annual base salary.
3. Upon completion of fifteen (15) years or more of service, each employee shall receive six percent (6%) of his/her annual base salary.
4. Upon completion of twenty (20) years or more of service, each employee shall receive seven percent (7%) of his/her annual base salary.
5. Upon completion of twenty-five (25) years or more of service, each employee shall receive nine percent (9%) of his/her annual base salary.

## **ARTICLE 10**

### **HOLIDAYS**

#### Section 1

The Borough of Manasquan recognizes the following days as paid holidays:

New Year's Day

Martin Luther King Day

Lincoln's Birthday

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Section 2

- A. All employees, other than Deputy Court Administrators, who work on a designated holiday, shall receive time and one-half for all hours worked on that day.
- B. If the employee and the Employer agree to exchange a holiday, there shall be no entitlement to time and one-half pay for the time worked on the exchanged holiday.
- C. The parties agree that Deputy Court Administrators shall receive an annual stipend of fifteen hundred (\$1,500) dollars for work performed on designated holidays and call outs.

Section 3

If a holiday falls on a Sunday, it shall be observed on the following Monday and if a holiday falls on a Saturday, it shall be observed on the preceding Friday (unless otherwise mutually agreed).

Section 4

Holidays shall be considered as time worked for the purposes of overtime.

**ARTICLE 11**

**SICK LEAVE**

Section 1

- A. Full-time employees with at least one year of service shall receive fifteen (15) sick days per year. Sick leave shall be credited in January of each year in anticipation of continued employment. If employment is terminated prior to the end of the calendar year, sick leave shall be adjusted in accordance with the regulations of the New Jersey Administrative Code.

- B. Full-time employees with less than one year of service shall earn sick leave at the rate of one and one-quarter (1.25) days per month for each month of service through December 31<sup>st</sup> of the year of hire.

## Section 2

- A. Part-time employees working a regular schedule in excess of ten (10) hours per week shall receive sick leave benefits prorated based on their respective work schedules.
- B. Part-time employees as described in A above, with at least one year of service, shall receive fifteen (15) sick days per year. Sick leave shall be credited in January of each year in anticipation of continued employment. If employment is terminated prior to the end of the calendar year, sick leave shall be adjusted in accordance with the regulations of the New Jersey Administrative Code.
- C. Part-time employees as described in A above, with less than one year of service shall earn sick leave at the rate of one and one-quarter (1.25) days per month for each month of service through December 31<sup>st</sup> of the year of hire.

## Section 3

All employees may carry over unused sick time from year to year without limit.

## Section 4

If an employee is absent for more than five (5) consecutive workdays, the Employer may require a doctor's note prior to the return to work. An employee who has been absent from work due to illness seven (7) or more days in any twelve (12) month period may also be required to submit medical evidence substantiating the employee's absence from work.



Section 5

Upon retirement, employees shall receive payment of fifty percent (50%) of accrued sick days not to exceed a maximum payment of ninety (90) days.

**ARTICLE 12**

**PERSONAL LEAVE**

Section 1

All full-time employees shall receive five (5) personal leave days per year. Effective January 1, 2011, personal days will be reduced from five (5) days per year to four (4) days per year.

Section 2

All part-time employees working a regular schedule in excess of ten (10) hours per week shall receive pro rata personal leave benefits.

Section 3

Approval for personal leave must be requested, in writing, from the immediate supervisor in advance, except in the case of an emergency where prior notification is not practicable. Approval for personal leave shall be made with consideration for the employee's request as well as the staffing needs of the Department. The supervisor shall not unreasonably deny an employee's request for personal leave.

Section 4

Personal leave days may not be carried over from year to year.

**ARTICLE 13**  
**VACATION LEAVE**

Section 1

A. All full-time employees earn paid vacation based on the schedule below.

One (1) year of service but less than five (5) years	12 days/year
Five (5) years of service but less than ten (10) years	15 days/year
Ten (10) years of service but less than fifteen (15) years	18 days/year
Fifteen (15) years but less than twenty (20) years	21 days/year
Twenty (20) years but less than twenty-five (25) years	24 days/year
Twenty-five (25) years or more	28 days/year

B. All part-time employees working a regular schedule in excess of ten (10) hours per week shall receive pro rata vacation leave benefits.

Section 2

If a holiday occurs during an employee's scheduled vacation, that day will count as a holiday and not a vacation day.

Section 3

Vacation time will not be considered time worked for the purposes of overtime.

Section 4

If employment is terminated, an employee shall be paid for all unused earned vacation leave.

Section 5

Vacation should be scheduled within the year it is earned. Employees who are unable to take time off may carry over accrued vacation balances for a one-year period with the approval of their Department Head.

## **ARTICLE 14**

### **BEREAVEMENT LEAVE**

All employees covered by this Agreement shall be granted a maximum of three (3) paid consecutive bereavement leave days in the event of a death in the immediate family. The immediate family is defined as: spouse, child, mother, father, brother, sister, father-in-law and mother-in-law.

In addition, one (1) paid bereavement leave day shall be granted in the event of a death of an employee's brother-in-law, sister-in-law, grandparent, grandchild, son-in-law and daughter-in-law.

## **ARTICLE 15**

### **DISCIPLINARY ACTION**

#### **Section 1 – Just Cause**

Disciplinary action shall be imposed upon an employee for just cause only.

#### **Section 2 – Types of Disciplinary Action**

- A. The parties agree, that with the exception of egregious conduct, disciplinary action shall be taken as an effort to aid employees in changing unacceptable behavior to acceptable behavior.
- B. Minor disciplinary steps are:
  - 1. A formal written reprimand
  - 2. A suspension or fine of five (5) working days or less
- C. Major disciplinary steps are:
  - 1. A suspension or fine of more than five (5) working days at any one time

2. Suspension or fine of five (5) working days or less where the aggregate number of days suspended or fined in any one (1) calendar year is fifteen (15) working days or more
3. Disciplinary demotion
4. Removal

### Section 3 – Appeals

If an employee receives a preliminary notice of discipline, he/she may request a hearing before the Municipal Administrator before the discipline is imposed. The employee is entitled to a representative of his/her choosing at the hearing. The hearing shall take place within ten (10) work days of the employee's request. The decision of the Municipal Administrator shall be delivered no later than five (5) days after the hearing.

In the case of minor discipline, the decision of the Municipal Administrator is final and binding. In the case of major discipline, the employee may seek an appeal to the Merit System Board.

## **ARTICLE 16**

### **INSURANCE BENEFITS**

#### Section 1 – Medical Insurance

All full-time employees and part-time employees working twenty (20) hours or more per week on a regular basis are eligible for medical insurance upon the completion of their initial probationary period.

The medical insurance program shall be fully paid "Health Insurance Fund of Monmouth and Ocean Counties" per current practice, including major medical coverage, or the complete equivalent. Coverage shall include the employee, spouse and dependents. As soon after execution of this contract as is practicable, the Borough shall have the right to provide bargaining unit members entitled to this benefit with the current PPO Medical Insurance Plan.

Section 2 – Dental Insurance

All employees entitled to medical insurance are also eligible to receive a fully paid “Health Insurance Fund of Monmouth and Ocean Counties” dental plan, including orthodontia benefits. Coverage shall include the employee, spouse and dependents.

Section 3 – Prescription Coverage

All employees entitled to medical insurance are also eligible to receive a prescription drug plan to provide fully paid \$0/\$10.00 coverage for the employee, spouse and dependents. As soon after execution of this contract as is practicable, the Borough shall have the right to provide a fully paid prescription plan, including the employee, spouse and dependents, which provides for a \$15.00 co-payment for brand name drugs and a \$5.00 co-payment for generic drugs.

Section 4

The Employer has the right to choose the insurance provider for the coverage as specified above, provided that the coverage will be equivalent to the existing coverage. The Employer shall meet with the Union and provide a copy of the new plan(s) at least thirty (30) days prior to the date of the proposed change of provider.

Section 5

All employees employed prior to January 1, 2010, that are entitled to medical insurance shall be provided with a “flexible spending account” providing for payments of any uncompensated medical prescription or dental expense in the following amounts:

Single employee	\$200.00 per year
Parent and child	\$400.00 per year
Husband and wife	\$600.00 per year
Full family	\$800.00 per year

Commencing with the effective date of this Agreement, new employees will not be eligible for the "flexible spending account".

The "flexible spending account" will be eliminated for all employees as of December 31, 2012.

Section 6

An employee who waives group health benefits will receive payment in accordance with Borough of Manasquan Resolution No.56-10.

**ARTICLE 17**

**NEW JERSEY DEPARTMENT OF PERSONNEL**

The Employer and the Union recognize and agree to abide by all rules and regulations of the New Jersey Department of Personnel.

**ARTICLE 18**

**SENIORITY**

Section 1

Seniority is defined as the length of time an employee has been continuously employed by the Employer.

Section 2

Seniority shall apply in the computation and determination of eligibility for all benefits where, pursuant to this Agreement, length of service is a factor.

Section 3

Entitlement to seniority shall commence after the successful completion of the probationary period and shall be retroactive to the employee's date of hire.

#### Section 4

An employee shall lose all seniority in the following instances:

- a. voluntary termination; or
- b. discharge for just cause; or
- c. failure to return to work within five (5) working days of a layoff recall.

### **ARTICLE 19**

#### **NON-DISCRIMINATION**

##### Section 1

It is the shared policy of the Employer and the Union not to discriminate against any employee on the basis of race, color, creed, national origin, political or religious affiliation or opinion, ancestry, age, marital status, sex or physical disability.

##### Section 2

The Employer shall not discriminate, retaliate or otherwise seek reprisal against any employee for his/her support, participation and/or membership in the Union, inclusive of, but not limited to, filing grievances or being an authorized representative of the Union.

## **ARTICLE 20**

### **BULLETIN BOARD SPACE**

The Employer agrees to permit the Union, through its representatives or their designee, reasonable use of bulletin boards in the Municipal Building. The bulletin boards shall be used for the posting of notices concerning Union business and activities affecting the welfare of Union members, but shall exclude political advertisements and/or notices.

The bulletin boards shall be at least four square feet. The parties shall mutually agree to the placement of such bulletin boards.

## **ARTICLE 21**

### **SEVERABILITY**

If any of the provisions of this Agreement or the application thereof are held to be invalid as a matter of law, then the remainder of this Agreement shall not be affected thereby. If any law, regulation, or decision of a Federal Court or New Jersey Court or administrative agency affects any provision of this Agreement, such provision shall be deemed amended to the extent necessary to comply with such law, regulation or decision, but otherwise shall not be affected.



**ARTICLE 22**

**DURATION**

Section 1

This Agreement shall be in effect from and retroactive to January 1, 2010 through December 31, 2012.

Section 2

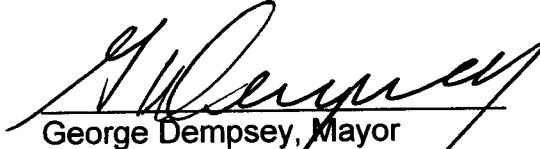
The parties agree that negotiations of a successor Agreement shall begin no later than ninety (90) days prior to the expiration date of this Agreement. Either the Borough or the Union may request the other party commence negotiations at an earlier date to be mutually agreed upon by the parties.

Section 3

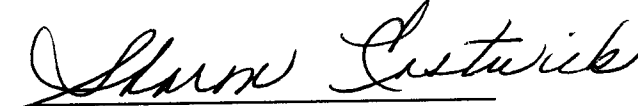
The parties may extend this Agreement beyond its termination date upon mutual agreement.

IN WITNESS WHEREOF, the parties have caused their authorized officers to sign this Agreement below.

BOROUGH OF MANASQUAN


  
George Dempsey, Mayor

OPEIU LOCAL 32

  
Sharon Eastwick, Representative

ATTEST

  
Barbara Ilaria, Municipal Clerk

  
Allen Byron  
Secretary/Treasurer  
Local 32, OPEIU

Date: 4-4-2011

