

THIS BOOK DOES  
NOT CIRCULATE

LIBRARY  
Institute of Management and  
Labor Relations  
MAY 27 1976  
RUTGERS UNIVERSITY

AGREEMENT

( EFFECTIVE JANUARY, 1st, 1973 TO DECEMBER 31st, 1974)

BETWEEN

THE BOROUGH OF KEANSBURG

AND

MONMOUTH COUNCIL # 9 NEW JERSEY CIVIL SERVICE ASSOCIATION

*Monmouth*

PREAMBLE

This agreement, effective as of January 1st, 1973, by and between the Borough of Keansburg, New Jersey, a Municipal Corporation of the State of New Jersey, hereinafter referred to as the "Borough" and Monmouth Council #9 New Jersey Civil Service Association, hereinafter referred to as the "Council" is designed to maintain and promote, a harmonious relationship between the Borough of Keansburg and certain of it's employees who are within the provisions of this Agreement, in order that more efficient and progressive public service may be rendered.

ARTICLE I - RECOGNITION

1. The Borough recognizes the Council as the exclusive collective bargaining representative for all Borough permanent employees excluding "Policemen".

ARTICLE II- DUES CHECK OFF

1. The parties hereto realize that an agency shop is not permitted by the law of the State of New Jersey.

2. However, the Borough shall deduct Council dues based on Chapter 233 Laws of 1969 from employees salary, authorizing the same in writing under the following conditions:

(a) Upon receipt of a duly signed authorization, the Borough shall deduct membership dues and remit the dues deducted as directed on the Authorization Card.

(b) The amount of monthly dues will be certified in writing by the President of the Council and the amount shall be uniform for all members.

(c) No deduction will be made for any month in which there is insufficient pay available to cover the same after all other deductions required by law have been made. Deductions for a prior month's dues will not be made in respect to such dues, except where the Borough, through error or oversight, failed to make the deduction in any monthly period.

(d) Dues deducted from employees pay will be transmitted by check as directed as soon as practicable after the deductions have been made, together with a list of names showing employees for whom deductions have been made.

(E) A new dues deduction authorization card will automatically cancel any prior deduction authorization on file with the Borough.

### ARTICLE III - BULLETIN BOARDS

1. Bulletin Boards will be made available to the Council for the purpose of posting Council Notices relating to meetings, dues, entertainment, health, safety, and welfare of the employees who are members of the Council and of general Council activities. No Borough job vacancies shall be posted on said Bulletin Boards, except with written permission of the Borough.

### ARTICLE IV - GRIEVANCE PROCEDURE

1. Procedure:

Step (a) In the event that any difference or dispute should arise between the Borough and the employees over the application and interpretation of the terms of this Agreement, an earnest effort shall be made to settle such difference immediately between the aggrieved employee and his immediate superior.

Step (b) If no satisfactory agreement is reached within five (5) calendar days, then the grievance shall be reduced to writing and submitted to the employees next high Superior.

Step (c) If no satisfactory agreement is reached within five (5) calendar days thereafter then a conference will be arranged with the Borough Manager.

The aggrieved employee has a right to representation by an official of the Council in Steps (b) and (c) above.

## 2. General Provisions

(a) Nothing contained herein shall prevent any employee from presenting his own grievance and representing himself providing notification of all meetings, steps and grievance answers are given to the Council, if said employee is a member of the Council and if the Council is given the opportunity to be present at all steps of the grievance procedure. Obligation to notify the Council shall be upon the employee - not the Borough.

(b) The steps provided for herein may be waived by Mutual Agreement of the parties.

(c) If the Borough fails to meet or answer any grievance within the prescribed time limits as hereinbefore provided, such grievance may be processed to the next step. Written notice of the failure shall, in each instance, be given in writing to the Borough Clerk.

(d) Borough shall have same grievance as the Council and/or its member-employees of the Borough.

## ARTICLE V - COUNCIL BUSINESS AND VISITATION

1. The members of the Council's Negotiating Committee, not to exceed two (2) in number shall be granted time off from duty with full pay for all meetings between the Borough and the Council for the purpose of negotiating the terms of an agreement when such meetings take place at a time during which such employee members are scheduled to be on duty. Similarly, an employee member, who is an official of the Council, as provided in Article IV preceding will also be granted the same privilege for

processing grievance.

2. The Council's representative or any officer of the Council shall have admission to the Borough's premises at any time during working hours for the purpose of ascertaining whether this agreement is being carried out in good faith or for the purpose of assisting in the adjustment of any grievance which may have arisen. No such representative, however, shall have the privilege of roaming about the premises, but shall first apply to the Department Head for permission to visit, which permission shall be reasonably granted; it being understood however, that such representative shall not in any way interfere with the operation of the Department during working hours and that this privilege shall be so exercised as to keep at a minimum time lost thereby to the Borough.

#### ARTICLE VI - WORK WEEK

1. Present work hours in the case of each employee to continue.

2. Overtime. Whenever an employee works in excess of his regularly assigned day or week work schedule, he shall be paid for such overtime work at the hourly rate which he received for his regularly assigned duty. All overtime shall be as designated by the Supervisor, in a fair and equitable manner.

#### ARTICLE VII - HOLIDAYS. TIME OFF PAY

1. All employees covered by this agreement shall receive full pay for twelve (12) holidays, and the day after Thanksgiving, 1/2 day the day before Christmas, 1/2 day before New Years and such other days that the Borough Offices are closed. However, this day of the Offices being closed shall not apply to a Saturday unless that Saturday is a holiday and the employee is required to work.

2. All employees covered by this agreement shall be paid bi-weekly as agreed to by the parties provided said employees shall have worked (or been off sick with sick time due) in said period on every second Friday as agreed upon.

3. Any employee covered by this Agreement who is absent from work because of jury duty or appearing as a witness on behalf of the Borough upon proper evidence of the same being presented to the Borough Manager, shall receive full time pay for said jury duty or witness service on behalf of the Borough. All jury pay is to be returned to the Borough.

4. No employee covered by this Agreement shall receive less salary than he is receiving at the time that this Agreement was entered into as provided by the Borough Ordinance covering his or her position.

5. All employees covered by this Agreement shall receive and be paid longevity pay over and above his salary in accordance with the provisions of the pertinent Ordinance adopted by the Borough as follows:

After two (2) years of service	2% of Salary
After five (5) years of service	4% of Salary
After ten (10) years of service	6% of Salary
After fifteen (15) years of service	8% of Salary
After twenty (20) years of service	10% of Salary

6. Salaries for clerical positions shall have a minimum and maximum range with yearly increments of at least one-fourth of the difference between the minimum and maximum be paid so the employee reaches his maximum in four (4) years of employment.

7. All employees covered by this Agreement shall receive, a salary increase in the amount of 4% of the salary he was receiving as of December 31st, 1972 effective January 1st, 1973 and a 4% salary increase in the amount of 4% of the salary he was receiving as of December 31st, 1973 effective January 1st, 1974.

8. The Borough shall secure accident and Liability insurance for all employees to provide defense for all actions brought against an employee by a third party as a result of Borough employment and operation of Borough equipment.

ARTICLE VIII - VACATION AND LEAVE DUE  
TO DEATH IN IMMEDIATE FAMILY

1. All Employees covered by this agreement shall be granted Vacation leave with pay as follows:

- 1 to 5 years 12 working days Vacation
- 5 to 15 years 15 working days Vacation
- 15 to 20 years 18 working days Vacation
- After 20 years 20 working days Vacation

2. In case of death in the immediate family an employee shall be granted three days leave with full pay.

Immediate family shall be, mother, father, husband, wife or children.

ARTICLE IX - HOSPITALIZATION & TERMINAL  
LEAVE

1. It is agreed that the Borough shall provide paid Blue Cross, Blue Shield, Rider "J" and at least \$10,000.00 per year Major Medical for each employee and their full family.

2. It is agreed that at the time of retirement any employee covered by this Agreement that has unused sick time due as provided by Revised Statutes 11:24-1 etc. shall be paid in a lump sum two days pay ( at the rate he is receiving at the time of retirement) for each 5 days standing to his credit but not to exceed a total of three months pay.

ARTICLE X - SUSPENSIONS, DISMISSALS, DEMOTIONS AND PROMOTIONS

1. They shall be in accordance with R.S. Title 11 (Civil Service).

2. It is agreed that no clause in this Agreement shall imply any lowering of the working conditions heretofore existing in any Division of the Borough.

ARTICLE XI - MANAGEMENT RIGHTS

1. The Borough maintains the exclusive right to direct the work force of employees and the operations of the various Departments. This shall include:

(a) Direction and operation generally.

(b) Type of work to be performed (Within Title)

(c) Work assignments (Within Title)

(d) Machinery, tools and equipment to be used.

(e) Shift Schedules

(f) Hours of work

(g) Hire, promotion, discharge, demotion and disciplinary action against employees, all in accordance with Title 11 (Civil Service).

(h) Making, drafting and enforcing of rules and regulations governing the same and safety of its employees.

ARTICLE XII - RULES AND REGULATIONS

1. The Borough may establish and enforce reasonable rules and regulations Department operations and conduct of personnel thereof and maintenance of discipline, copies of such rules and regulations shall be furnished to the Council upon request and shall be posted on the various Bulletin Boards.



2. The employees shall comply with such rules and regulations and all employees shall promptly and efficiently execute the instructions and order of their superiors. If an employee or the Council believes an instruction or order of a superior is unreasonable or unjust, the employee shall comply with the order or instruction, but with the further provision that such employee or the Council may treat the order or instructions as a grievance which should be handled in accordance with the grievance procedure set forth previously in this Agreement.

ARTICLE XIII - DISCRIMINATION

1. Neither the Borough nor the Council shall discriminate against any employee by reason of race, creed, sex, age, color,, political or religious affiliation or national origin.

2. Where the work "he" is used in this Agreement it shall mean both sexes.

ARTICLE XIV - FURTHER NEGOTIATIONS

1. During the month of September, 1974, and prior to the ending date of this Agreement, the parties shall confer, at a mutually agreed time and place, for the purpose of effecting, if possible, a new or continuation of the within Agreement, commencing the 1st day of January, 1975.

ARTICLE XV - DURATION OF AGREEMENT

1. This Agreement shall become effective as of the date of the signing by both parties but shall become operative as of the 1st day of January 1973, and shall terminate at midnight on the 31st day of 1974.

ARTICLE XVI - SEVERABILITY

1. Should any portion of this Agreement be held unlawful and unenforceable by any Court of competent jurisdiction, such decision of said Court shall apply only to the specific portion of the Agreement affected by such decision.

2. Similarly, a legislative act or governmental regulation or order affecting any particular provision of this Agreement shall apply only to the specific portion of the Agreement affected thereby.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their proper authorized municipal and/or corporate officers, as the case may be, and their respective Municipal and/or corporate seals affixed hereto this 7<sup>th</sup> day of February, 1972-1973

THE BOROUGH OF KEANSBURG

BY

Harry J. [Signature]  
MAYOR

Attest:

Harvey Marion  
Borough Clerk

[Signature]  
Manager

(Seal)

MONMOUTH COUNCIL # 9  
NEW JERSEY CIVIL SERVICE  
ASSOCIATION

Attest:

Lena Clark  
Secretary

Gabriel Phillips  
President

Feb. 27, 1973

Seal)