AGREEMENT

3 3 2 7 /

between

THE BOROUGH OF KEANSBURG

NEW JERSEY

and

NEW JERSEY CIVIL SERVICE ASSOCIATION

MONMOUTH COUNCIL NO. 9

JANUARY 1, 1977 - DECEMBER 31, 1978

TABLE OF CONTENTS

ARTICLE		PAGE
	PREAMBLE	1
1	RECOGNITION	2 3
11	DURATION OF AGREEMENT	3 4
111	MANAGEMENT RIGHTS	4 5
1 V	EMPLOYEE RIGHTS	6 - 8
V	GRIEVANCE PROCEDURE	9
VI	AUTHORIZED SALARY DEDUCTIONS	10 - 11
V 1 1	SALARIES	12
VIII	JURY DUTY	13
1 X	OVERTIME	14
X	HOLIDAYS	15
\times 1	VACATIONS	16
X I I	MEDICAL, ACCIDENTAL & LIABILITY INSURANCE	17
X111	UNIFORM ALLOWANCE	18
XIV	SICK LEAVE	19
ΧV	INJURY LEAVE	20
XVI	BEREAVEMENT LEAVE	21
\times VII	SUSPENSIONS, DISMISSALS, DEMOTIONS & PROMOTIONS	2 2
XV 1 1 1	OUTSIDE EMPLOYMENT	23
XIX	ASSOCIATION REPRESENTATIVES	2 4
XX	NO STRIKE PLEDGE	25
XXI	SEVERABILITY OF AGREEMENT	26
XXII	TERM AND RENEWAL	2.0

FRUAMBLU

THIS AGREEMENT is made and entered into on this day of , by and between the Borough of Keansburg, a municipality in the County of Monmouth, State of New Jersey, and hereinafter referred to as the "Borough" and the New Jersey Civil Service Association, Monmouth Council No. 9, hereinafter referred to as the "Association".

WHEREAS, it is the intent and purpose of the parties hereto to promote and improve the harmonious and economic relations between the Borough and the Association and to establish a basic understanding relative to the rates of pay, hours of work and other conditions of employment consistent with law, and

WHEREAS, while it is recognized that the New Jersey Civil Service Act and Rules and other State and Federal laws and City Ordinances and regulations may have application to the relations between the parties hereto, and it is intended that such law shall apply where relevant, the fact that such law is not specifically referred to at all times in this Agreement shall not be taken to mean that such law does not apply where relevant, and

WHEREAS, the Mayor and the Borough Manager of the Borough of Keansburg have negotiated with the members of the Association with regard to this Agreement, and

WHEREAS, This Agreement has been approved by the Borough Council of the Borough of Keansburg pursuant to a resolution adopted on the day of , 1977.

NOW, THEREFORE, in consideration of the promises and mutual convenants herein contained, the parties agree as follows:

ARTICLE 1 RECOGNITION

Section 1.

The Borough hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning salaries, hours and other terms and conditions of employment for all full-time and part-time permanent employees of the Borough of Keansburg, New Jersey, exclusive of Police Officers.

Section 2.

"employees" when used in this agreement refers to all persons represented by the Association in the above defined negotiating unit.

ARTICLE 11 DURATION OF AGREEMENT

This Agreement, shall become effective January 1, 1977 and shall continue in force and effect for 2 years; 1977, 1978, thereafter effective in accordance with the safary scale and base salary increases and fringe benefits provisions as set forth specifically herein.

Section 1.

The Borough shall annually, in January of the calendar year, approve and ratify this Agreement, by resolution without modifications, deletions or ommissions, unless there is exercised by the parties hereto the future bargaining provisions as to fringe benefits as set forth specifically herein.

Section 2.

The Association shall, through its membership and elected officers shall ratify this Agreement annually without modifications deletions or omissions, unless there is exercised the future bargaining provisions as to fringe benefits as set forth specifically herein.

ARTICLE 111

MANAGEMENT RIGHTS

- A. The Borough hereby retains and reserves unto itself without limitation, all powers, rights, authority duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:
- 1. 1. To the executive management and administrative control of the Borough and its properties and facilities and the activities of its employees;
- 2. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees;
- 3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Borough, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgement and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and them only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States and Ordinances of the Borough of Keansburg. Such powers to the Borough shall be limited to the Statutes of New Jersey governing Public Employee Relations (PERC) and any amendments thereto enacted during the term of this Agreement.
- c. Nothing contained herein shall be construed to deny or restrict the Borough of its powers, rights, authorities, duties and responsibilities under R.S. 40 and R.S. 11, or any other national, state, county or local laws or ordinances.

ARTICLE 1V EMPLOYEE RIGHTS

Section 1.

The Borough hereby agrees that every employee shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection.

The Borough agrees that it shall not directly nor indirectly discourage or deprive or coerce any employee in the enjoyments of any rights conferred by Chapter 303, Public Laws 1968 or other Laws of New Jersey or the Constitution of New Jersey and the United States; that is shall not discriminate against any employee with respect to hours, wages or any terms or conditions of employment by reason of membership, participation, collective negotiations, grievance, complaint or proceeding under this Agreement, or otherwise with respect to any terms or conditions of employment due to Association activities.

Section 2.

It is furthered agreed that the Association shall not discriminate against any employee because of race, creed, color, sex, national origin or political affiliation.

ARTICLE V

GRIEVANCE PROCEDURE

SECTION 1. General. It is recognized a complaint may arise between the Borough and the Association, or between the Borough or any one or more employees concerning the meaning or application, of, or compliance with, any section of this Agreement. The Borough and the Association earnestly desire that such complaints or grievances shall not be interrupted and morale of the employees shall not be impaired. Accordingly, a procedure for grievance of any such complaints that may arise will be kept as informal as may be appropriate, is outlined hereinafter. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss this matter informally with any appropriate member of the departmental supervisory staff and having the grievance adjusted without the intervention of the Association.

SECTION 2. Procedure To be Followed. The Association and Borough agree that the settlement procedure shall be the sole and exclusive method available for adjusting employee complaints, except such additional methods as are provided for in Civil Service Regulations. If any dispute arises under this Agreement, it shall be settled in the manner provided for in this Article. Pending such a settlement all employees shall carry out their assignments as directed by the Borough and their supervisory officers. If an employee refuses to follow the settlement procedure herein, such other action shall constitute a violation of this Agreement and shall make the employee and all other employees participating in such violation subject to immediate discharge or other discipline, at the discretion of the Borough, and subject to the provisions of the Civil Service Regulations. A grievance shall be settled in the following manner.

Step One.

The aggrieved shall institute action within five (5)

calendar days after the event giving rise to the grievance has occurred or within ten (10) days after the discovery of the incident by the employee Association or Borough, and an earnest effort shall be made to settle the difference between the aggrieved employee and his immediate supervisor for the purpose of resolving the matter informally. Failure to act except for good cause within the said five (5) calendar days shall be deemed to constitute an abandonment of the grievance.

Step Two.

If the grievance is not settled at the first step, the grievant may make written request for a second step meeting within five (5) calendar days after the answer at the first step. The Borough Manager shall set a meeting within five (5) calendar days after the request or for such other time as its mutually agreeable. Said second step meeting shall be between the Borough Manager with the Association representative or the Association Attorney, if requested by the grievant. The Borough Manager's answer to the second step shall be delivered to the Association within five (5) calendar days after the meeting.

Step Three.

In In the event the grievance is not resolved to the satisfaction of any parties herein referred to, it shall be submitted to the New Jersey Civil Service Commission, if such grievance falls within Title II of Civil Service Statutes. If the grievance is one other of Civil Service Statutes than that covered by Title II, it shall be taken to binding abritration in the following manner.

Within five (5) days after the completion of step two (2), the individual grievant, the Association or the Borough may request the New Jersey Public Employment Relations Commission to appoint an arbitrator, who shall have full power to resolve the dispute between the parties, and his decision shall be final and binding on all parties. Costs of the arbitration shall be borne by the Borough and the Association equally. The arbitrator shall

have no right to vary or modify the terms of this Agreement and shall render his decision within thrity (30) days of the close of hearing.

Borough Grievances.

Grievances initiated by the Borough shall be filed directly with the Association within five (5) calendar days after the event giving rise to the grievance has occurred. A meeting shall be held within five (5) calendar days after the filing of grievance between the Borough Manager, Borough Attorney, the Association and its Attorney in an effort to adjust the differences between the parties, and in the event the grievance is not resolved to the satisfaction of the grievant, it shall be taken to binding arbitration in the manner prescribed herein.

ARTICLE VI AUTHORIZED SALARY DEDUCTIONS

The Borough, in compliance with Chapter 233, P.L. 1969, agrees to 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 Association 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 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.
- [6] The Association shall indemnify, defend and save the Borough harmless against any and all 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 the salary deduction authorization cards submitted by the Association to the Borough.

ARTICLE VII

SALAR1ES

Section 1.

The Borough agrees to pay employees represented by the Association as follows:

- a. Beginning January 1, 1977; A three per-cent (3%) increase in all 1976 base salaries and an increment increase based on live per-cent (5%) of the new base salary.
- b. Beginning January 1, 1978; A six per-cent (6%) increase in all 1977 salaries.

Section 2.

Employees shall be paid bi-weekly on every second Friday. Section 3.

The salary ordinance shall be strictly adhered to by the Borough and all its employees.

Section 4.

The annual salary for each of the classifications shown shall have a minimum and maximum range in six (6) steps notwithstanding any increases in the over-all salary range as follows:

TITLE

73	63	7882	63	20	60	73	83	73	Š	34	10	30	SO SO	11	583	40		73	960	51	405	2 1	788	11		00	6	,	17	200	7.	7 8 8	121	077	549	73	10	11734	10773
47	26	7579	97	04	16	28	96	47	57	36	37	37	20	70	9	6 2		0	054	07	390	85	757	35	9	78	06	•	5	757	00	151	078	35	760	647	19	11283	10359
27	68	7276	68	٥٥ ٥٥	98	83	38	21	12	78	03	35	12	63	38	44		vo	012	63	374	50	27	94		74			0 8	727	035	27	035	664	430	621	64	10832	9945
96	52	6973	25	12	74	38	15	96	67	49	20	34	74	56	15	67		5	69	18	29	14	67	53	96	11	13711	,	04	67	6	67	16	53	11	96	61	10381	9531
70	15	6670	15	56	29	93	93	70	67	21	36	32	36	49	93	49		62	27	74	43	19	67	11	70	68	13115		66	67	48	67	48	1	-	70	59	9930	+-
44	7 8	6367	78	39	50	47	71	44	36	93	03	31	86	43	-	0 1		6	85	30	27	44	36	70	44	65	12519		95	36	0 5	36	05	70	51	44	56	9479	10
18	41	6064	41	23	38	20	48	100	90	65	69	59	9	36	48	53		9	43	85	12	80	90	28	S	62	11923		06	90	62	90	29	28	Z 6	1	3	8706	87
ACCOUNT CLERK	ASSISTANT BURDUGH CLERK	ROOKKFFPING MACHINE OPERATOR (TYPING)	BOROUGH COURT CLERK	BUILDING INSPECTOR b/t	BUILDING MAINTENANCE b/t	CHIEF SEWERAGE PLANT OPERATOR	CHIFF WATER PLANT OPERATOR b/t		CIFRK BOOKKEEPER	CLFRK TYPIST	CODE ENFORCEMENT OFFICER	DEPUTY REGISTRAR VITAL STATICS p/t		ITBRARY TRAINEE D/t	ITCFNSF SFWFR UTILITY OPERATOR D/L		PARKTING METER REPAIRER n/t \$3.61 PER HR.		PI IIMBER	PIHMRER FORFMAN	PILIMBING INSPECTOR D/Z	POLICE RADIO DISPATCHER	PRINCIPAL CLERK (TYPING)	PHRITO WORKS REPAIRER	RFCREATION LEADER	REGISTRAR VITAL STATICS D/t		SCHOOL CROSSING GUARDS \$3.35 PER HR.	SECRETARY BOARD OF HEALTH p/t	SENIOR ACCOUNT CLERK	SENIOR SEWERAGE PLANT OPERATOR	SENIOR TAX CLERK	SENTOR WATER TREATMENT PLANT OPERATOR	SFIDERAGE PLANT OPERATOR	SUPERINTENDENT OF RECREATION	TAX CLERK	TAX SEARCHER D/t	W	WATER TREATMENT PLANT OPERATOR

JURY DUTY

Any employee summoned to Jury Duty or as a witness in behalf of the Borough shall receive full pay at the regular rate while absent from their place of employment. Ample prior notice and proper evidence must be presented to the Borough Manager prior to any payment for such service.

ARTICLE 1X

OVERTIME

Section 1.

The Borough has the right to schedule overtime work as required in a manner most advantageous to the municipality and consistent with the requirements of the Borough, the public interest and applicable law.

Section 2.

Overtime opportunities will be distributed as equally and practically among employees in the same job classification, department and shift.

Section 3.

Time and one-half of the employee's regular rate of pay shall be paid for work under the following conditions:

Beginning January 1, 1977, overtime compensation must be paid in excess of 40 hours worked in a work week, employees presently working a 30 hour week shall be entitled to compensatory time of 6 or the regular rate of pay for all hours worked in excess of 8 hours per day. Such excess shall be considered overtime. Section 4.

Employees in the Division of Streets and Roads and the Division of Plumbing, when called upon to work in an emergent situation on weekends or holidays, shall receive no less than three (3) hours pay at overtime rate.

Section 5.

Holidays, vacation days, or one of the holidays designated herein are not to be substracted in the computation of said forty hour week.

ARTICLE X

HOLIDAYS

SECTION 1: The following holidays shall be "paid holidays." Employees shall be compensated at their regular rate of pay for fourteen (14) paid holidays per year as follows:

New Year's Day

Columbus Day

Martin Luther King Birthday

Election Day

washington's Birthday

Veterans Day

Good Friday

Thanksgiving Day

Memorial Day

Day After Thanksgiving Day

Independence Day

1/2 Day Christmas Eve

Labor Day

Christmas Day

1/2 Day New Year's Eve

SECTION 2: Payment shall be in the following manner if the same is due and owing to employees whose employment is based on round the clock operation and whose work shifts. Seven (7) of the said paid holidays shall be paid on July 1 and the balance of seven (7) shall be paid on December 1.

SECTION 3: In the event the other Borough employees receive time off with pay based on any action by the Borough Council, the members of the Association covered under this Agreement shall receive either commensurate time off or shall be paid for such time under the terms of this section.

ARTICLE XI

<u>VACATIONS</u>

Section 1. Employees shall be granted a vacation if earned each vacation year without loss of pay. The vacation year shall be January 1 to December 31. Vacation may be taken at any time in the year; however, the Borough reserves the right to limit the number of vacations during the months of June, July and August. Vacations shall be earned in the following manner:

One to Five years

Six to Twelve years

Thirteen to Twenty years

Twenty-one years or more

Twelve (12) days
Fifteen (15) days
Twenty (20) days
Twenty-five (25) days

Section 2. Permanent part-time employees shall earn vacation on a proportion basis applied to the above schedule.

Section 3. Vacation allowance must be taken during the current calendar year at such time as permitted unless the Borough determines otherwise because of pressure of work. Any unused vacation may be carried forward into the next succeeding year only.

Section 4. Anything hereinbefore to the contrary notwithstanding, the Borough Manager shall determine and approve the dates
and times of vacation to be taken by employees. The Borough
Manager, whenever possible shall base the schedule of vacations on
a seniority basis.

ARTICLE XII

MEDICAL, ACCIDENTAL & LIABILITY INSURANCE

Section 1. It is mutually understood and agreed that the Borough presently has in force Blue Cross, Blue Shield, Major Medical Insurance and Rider J insurance coverage for all employees covered by this Agreement, and the same will be continued in full force and effect.

Section 2. The Borough promises to make every effort to increase employee coverage to include health, dental, optometrics and/or prescriptions during the period of time covered by this Agreement. The Borough agrees to open discussions with the Association, when and if the Association feels the Borough can afford such increase. The Borough will make available any and all financial records which pertain to its fiscal capability at the request of the Association.

Section 3. The Borough shall secure and maintain accident and liability insurance for all its employees, to provide defense for all actions brought against an employee by a third party as a result of Borough employment and operating of Borough equipment.

ARTICLE XIII

UNIFORM ALLOWANCE

Section 1.

A replacement uniform allowance shall be authorized for each employee, other than regular office personel, in an amount up to one hundred seventy-five (\$175.00) dollars per year. Such allowance shall be based on a full contract year of employment. Section 2.

The initial uniform costs, together with any change or addition to the initial uniform shall be paid by the Borough. Section 3.

The source, application and manner of payment of such allowances authorized herein shall be determined by the Borough Manager.

SICK LEAVE

Section 1.

within the first year of service, an employee shall receive one (1) working day of sick leave with pay for each month of services from the date of the employee's regular appointment up to and including the first anniversary date of such appointment.

Section 2.

After the first year of employment, each employee shall have fifteen (15) days of sick leave with pay for each year of employment thereafter.

Section 3.

Sick leave not taken shall accumulate to employee's credit from year to year, and such employee shall be entitled to such accumulative sick leave with pay if and when needed.

Section 4.

When an employee retires for reasons of physical disability, age, or length of service, he shall be entitled to forty per cent (40%) of his accumulative sick days not exceeding seven thousand five hundred dollars (\$7,500.00) in total. The retiring employee shall if possible, advise the Borough Manager of the employee's intention to retire by November 1st of the year prior to the year of retirement so that budget requirements may be met and so provided. In the event of an employee's death, such payment shall be made to the beneficiary as indicated on the P.E.R.S. retirement forms.

Section 5.

The New Jersey Civil Service statues concerning sick leave shall prevail in all conditions not specifically set forth herein.

ARTICLE XV

INJURY LEAVE

A. Whenever an employee is incapacitated from duty because of a physical injury sustained in the performance of duty, the said employee shall, as soon as practicable, after such injury has occurred, file a Workmen's Compensation Petition. Any leave based on a workmen's compensation claim shall not be recorded as sick leave.

ARTICLE XVI BEREAVEMENT LEAVE

The Borough shall grant to each employee, a maximum of three (3) days leave with pay in the event of a death of a member of the employee's immediate family, provided that prior notice is tendered to the Borough Manager.

The immediate family is defined as; Mother, Father, Mother-in-law, Father-in-law, Husband, Wife, Son, Daughter, Brother, Sister, or any relative residing in the employee's household.

Such leave shall apply to each occurrence without limit.

ARTICLE XVII

SUSPENSIONS, DISMISSALS, DEMOTIONS AND PROMOTIONS

Section 1.

They shall be in accordance with R.S. Title Civil Service. Section 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 XVIII OUTSIDE EMPLOYMENT

Employees shall consider their positions with the Borough as their primary job. Any outside employment must not interfere with an employee's efficiency in the performance of his duties. Employees seeking any outside employment activity must first receive permission from the Borough Manager before accepting same.

ARTICLE XIX ASSOCIATION REPRESENTATIVES

Section 1.

The Borough agrees to grant time off without loss of regular pay, not to exceed four (4) days, the the Local Association Delegate, to attend an annual State Convention, provided five (5) days written notice specifying the dates of the convention is given to the Borough Manager by the Association. A certificate of attendance to the conference shall, upon request by the Borough Manager be submitted by the representative attending.

Section 2.

Designated representatives of the Association may enter Borough facilities or premises at reasonable hours for the purpose of observing working conditions or assisting in the adjustment of grievances. When the Association decides to have its representatives enter the Borough facilities or premises, it will request such permission from the Borough Manager and such permission will not be unreasonably withheld, provided there shall be no interference with the normal operations of the business of Borough government or normal duties of its employees.

ARTICLE XX NO STRIKE PLEDGE

Section 1.

It is understood that there shall be no strikes, sitdowns, slowdown, work stoppage or limitation upon activity or production during the life of this Agreement, nor shall any employee representative or official of the Association authorize, assist, take part in or encourage any such striked, sitdown, slowdown, concerted failure to report for duty, work stoppage, or limitation upon production against the Borough. The Association shall not be held liable for unauthorized acts of its members provided the Association orders all who participate in such activity to cease and desist from same immediately and to return to work and takes such other action as may be necessary under the circumstances to bring about compliance with its orders.

Section 2.

The Borough reserves the right to discipline or discharge any employee or employees who violate the provisions of this Article.

Section 3.

Nothing contained in this Agreement shall be construed to limit or restrict the Borough in its right to seek and obtain such judicial relief as it may be entitled to have in law or equity for injunction or damages, or both, in the event of such breach by the association, or its members.

ARTICLE XXI SEVERABILITY OF THE AGREEMENT

Section 1.

In the event that any part of this agreement is found to be illegal by any court or law or by any Federal or State administrative agency, then it is distinctly understood that the remainder and balance of this agreement shall remain in full force and effect for the term of the agreement and that such finding shall not effect the remainder of this agreement. For this purpose, the provisions of this agreement shall be severable and the illegality of one shall not make the remainder of the agreement null and void.

Section 2.

Similarly, a legislative Act or Governmental Regulation or Order affecting any particular provision of this agreement shall supersede only the specific portion of the agreement affected thereby.

Section 3.

Nothing herein shall be constued to deny any employee his rights under R.S. VI (Civil Service).

ARTICLE XXII TERM AND RENEWAL

Section 1.

This Agreement shall be in full force and effect as of January 1, 1977 and shall remain in effect to and including December 31, 1978, without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, at least ninety (90) days prior to the expiration date of this Agreement of a desire to change, modify or terminate this Agreement.

Section 2.

The said notification shall be sent to the Borough and Association or their successors who are signatories to this Agreement. If a notification is sent as aforesaid, and if the terms of any new Agreement are not reached until after the expiration date of this Agreement, those terms finally agreed to shall be retroactive to the expiration date of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at Keansburg, Monmouth County, New Jersey, on this . 1977. day of

THE BOROWGH OF KEANSBURG

Attest:

BORDUGH MANAGER

George M. Goodbooks

PRESIDENT MONMOUTH COUNCIL #9

N.J. CIVIL SERVICE ASSOCIATION

26

RESOLUTION

WHEREAS, an agreement was negotiated between the Borough of Keansburg and the New Jersey Civil Service Association Monmouth Council #9; and

WHEREAS, a copy of the said contract is annexed to the resolution and by reference made a part thereof; and

WHEREAS, the execution of said Contract is in the best interest of the municipality, The Borough of Keansburg.

NOW THEREFORE BE IT RESOLVED by the Mayor and the Council of the Borough of Keansburg that the agreement annexed hereto shall be executed by the Mayor and Municipal Manager of the Borough of Keansburg.

CERTIFICATION

I, Mariam J. Spielman, Deputy Borough Clerk hereby certify the foregoing resolution is a true copy duly passed by the Borough Council at the regular meeting held on May, 18, 1977.

Mariam J. Spielman Deputy Borough Clerk