

AGREEMENT

This agreement, made and entered into this First day of January, 1975, by and between;

THE BOROUGH OF KEANSEBURG, 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, dated in full force and effect to December 31, 1976.

ARTICLE I

RECOGNITION

The Borough recognizes the Council as the sole and exclusive bargaining agent for all full time and part time permanent employees of the Borough excluding police officers.

ARTICLE 2 - 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 3 - BULLETIN

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 4 - 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) working 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) working days thereafter then a conference will be arranged with the Borough Manager.

Step (d) If no satisfactory agreement is reached within five (5) working days and if it is a grievance falling within Title 11 Civil Service, such grievance shall be submitted to the Civil Service Commission.

Step (e) If the grievance is other than one that comes under Title 11 Civil Service. It shall be submitted to the Public Employment Relations Commission under Chapter 123 Law of 1974.

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

2. General Provisions

(a) Nothing contained herein shall prevent any employee from presenting his own grievance and representing himself providing 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 procedure as the Council and/or its member-employees of the Borough.

(e) In the event of a disagreement on any matters contained in this agreement, such matter shall be referred to P.E.R.C. for arbitration and the decision of the arbitrator shall be binding on both parties.

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 the 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.

3. Designed representatives of the Council's Negotiating Committee are:

John Goff
Gabriel Phillips
John Girolfalo

ARTICLE VI - WORK WEEK AND CLOTHING ALLOWANCE

1. Work hours shall be 40 hours per week. Employees presently working a 30 hour week shall be entitled to compensatory time off or the regular hourly rate for all hours worked in excess of 30 hours up to 40 hours.

2. Present work hours for employees to continue.

3. Overtime. Whenever an employee works in excess of 8 hours per day or a 40 hour week, he shall be paid for such overtime at the rate of 1 and $\frac{1}{2}$ times the hourly rate which is received for regularly assigned duty. All overtime shall be designated by the Supervisor by rotating it in a fair and equitable manner among qualified employees.

4. Stand-by covers the period from the end of the work day Friday to the start of the work day Monday,, regardless of Holidays. The stand-by crew shall be paid a minimum of three (3) hours at the rate of 1 and $\frac{1}{2}$ pay for all hours worked including the stand-by period.

5. A clothing allowance of one hundred twenty-five (\$125.00) per year shall be allotted to all employees in

ARTICLE VI - WORK WEEK AND CLOTHING ALLOWANCE (con't)

designated Departments. Manner of allotment, source and payment shall be solely within the management prerogative upon consultation with Department supervision.

ARTICLE VII - HOURS, SALARIES HOLIDAYS AND TIME OFF PAY

1. Employees shall receive full pay for the following Holidays.

- | | |
|--------------------------|--------------------------------|
| 1. New Years Day | 9. Veterans Day |
| 2. Lincoln's Birthday | 10. General Election Day |
| 3. Washington's Birthday | 11. Thanksgiving Day |
| 4. Good Friday | 12. Day after Thanksgiving Day |
| 5. Memorial Day | 13. Christmas Eve afternoon |
| 6. Independence Day | 14. Christmas Day |
| 7. Labor Day | 15. New Years Eve afternoon |
| 8. Columbus Day | |

2. Seniority rights shall apply to all conditions in this agreement for all employees within their respective departments.

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

4. Any employee absent from work due to jury duty or appearing as a witness in behalf of the Borough shall receive full pay at the regular rate for such absence. Provided, however, that ample prior notice and proper evidence is presented to the Borough Manager and that all pay for such service, exclusive of reimbursed travel expenses shall revert to the Borough.

5. No employee 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 permanent title.

6. Salaries for all positions except hourly, shall have a minimum and maximum range in 5 steps notwithstanding any increase in the overall salary range as follows:

Entrance - 1st Step - 2nd Step - 3rd Step - 4th Step-maximum

The salary Ordinance shall be strictly adhered to for all employees.

7. 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 VII - HOURS, SALARIES HOLIDAYS
AND TIME OFF PAY (con't)

8. Commencing January 1, 1975, employees shall receive salary increases in the following manner.

Five (5%) percent increase in base position and the normal step increase for that position recomputed on the new base.

Commencing January 1, 1976, employees shall receive additional salary increases in same manner, as prescribed above.

ARTICLE VIII - VACATION - PERSONAL LEAVE

1. Annual vacation leave shall be earned by the rate of one (1) working day for each month of employment during the initial year of appointment; thereafter:

1 to 5 years employment - 12 working days vacation

5 to 12 years employment - 15 working days vacation

12 to 20 years employment - 20 working days vacation

After 20 years - 25 working days vacation

Permanent part-time employees shall receive vacation leave on a proportion basis applied to the schedule above.

2. In the event of death in the immediate family, an employee shall be granted three (3) days leave with pay provided that prior notice is tendered to the Department Head. Attendance at services must be provided if required.

Immediate family shall be mother, father, husband, wife, brother, sister, children, mother-in-law, father-in-law, or any member of the immediate household.

ARTICLE ~~LIII~~ - HOSPITALIZATION AND TERMINAL LEAVE

1. The Borough shall provide Blue Cross-Blue Shield, Rider "J" and at least \$10,000.00 per year, Major Medical for employees and their families.

The Borough promises to make every attempt to increase coverage under Blue Cross-Blue Shield to the "UCR" plan or the 750 series during the period covered by this agreement.

2. Any employee, upon retirement, shall be paid terminal leave in lump sum of forty (40%) percent of all unused sick leave, not to exceed \$7,500.00.

ARTICLE X - SUSPENSIONS, DISMISSALS,
DEMOTIONS AND PROMOTIONS

1. They shall be in accordance with R.S. Title 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 CLAUSE

1. The Borough retains full and exclusive authority for the management of operation. Except as expressly limited by other provisions of this agreement, the Borough shall have the right to plan, direct and control the operation of all his work and working forces including hiring, selection of supervision assignment of employees to their jobs, promotion, cause, lay-off of employees because of lack of work or for other legitimate reasons, all in accordance with Title XI (Civil Service). No rules, customs or practices shall be permitted or observed which limit or restrict productivity or limit or restrict the joint or individual working efforts of employees. There shall be no limitations or restrictions or location of the use of machinery, equipment, materials, tools or other labor saving devices, nor shall there be any limitations upon choice of materials or design other than provided herein. The Borough shall decide the amount of equipment to be used and the number of needed employees. Employees shall observe the Borough rules and regulations not inconsistent with this agreement.

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 orders of their superiors. If an employee or the Council believes an instruction or order of a supervisor 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 instruction 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 or race, creed, sex, age, color, political or religious affiliation or national origin.

ARTICLE XIV - SEVERABILITY OF THE AGREEMENT

~~1. It is understood and agreed that the violation by the Borough or Council of any term or provision of this agreement or any portion thereof, will amount to a discontinuance of this agreement and the agreement shall become null and void.~~ 203
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2. In the event that any part of this agreement is found to be illegal by any court of 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.

3. 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.

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

ARTICLE - XV

1. This agreement shall become effective on the 1st day of Jan 1, 1975, and shall terminate Dec. 31, 1976.

2. At least ninety (90) days prior to the expiration date of this Agreement, either the Borough or the Council shall serve upon the other in writing, a statement, incorporating therein any changes in wages, hours or work, working conditions, benefits or any new proposals to be incorporated in a future Collective Bargaining Agreement to be effective subsequent to midnight Dec. 31, 1976. They shall, within thirty (30) days thereafter, make every effort to commence negotiations and sincerely continue negotiations prior to the termination of this agreement.

3. The said notification shall be sent to the Borough and Council 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.

ARTICLE - XV (con't)

IN WITNESS WHEREOF, we the authorized officers of the
Borough and Council have hereunto set forth our hands and seals
this day of

THE BOROUGH OF KEANSBURG

BY *Lynne L. Lavelle*
MAYOR

Attest: *Marian Mikawa*
Deputy Borough Clerk

E. J. DeLoe
Borough Manager

(Seal)

MONMOUTH COUNCIL # 9
NEW JERSEY CIVIL SERVICE ASSOCIATION

Frank P. Kelly
PRESIDENT

Attest: *Martha W. Kelly*
Secretary

(Seal)

MONMOUTH COUNCIL # 9
NEW JERSEY CIVIL SERVICE ASSOCIATION

John J. Kelly
NEGOTIATOR