

AGREEMENT

between

Keansburg Borough
THE BOROUGH OF KEANSBURG

NEW JERSEY

and

NEW JERSEY CIVIL SERVICE ASSOCIATION

MONMOUTH COUNCIL NO. 9

✓ JANUARY 1, 1981 TO DECEMBER 31, 1981

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PREAMBLE

THIS AGREEMENT is made and entered into on the 1st day of January, 1981, 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 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 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 19 day of , 1981.

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

ARTICLE I
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.

Unless otherwise indicated, the terms "employee" or "employees" when used in this agreement refers to all persons represented by the Association in the above defined negotiating unit.

ARTICLE *II*

DURATION OF AGREEMENT

This Agreement shall become effective January 1, 1981 and shall continue in force and effect for one (1) year; 1981, thereafter effective in accordance with the salary scale and base salary increases and fringe benefits provisions as set forth specifically herein.

SECTION 1.

The Association shall, through its membership and elected officers, 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 III
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. 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 then 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 IV
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 it 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 further 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 that a complaint may arise bet
between the Borough and the Association, or between the Borough
or any one or more employees, concerning the meaning or appli-
cation of, or compliance with, any section of this Agreement. T
The Borough and the Association earnestly desire that such com-
plaints 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 ex-
clusive method available for adjusting employee complaints, except
such additional methods as are provided for in Civil Service regu-
lations. 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 working
days after the event giving rise to the grievance has occurred

or within ten (10) working 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) working 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) working days after the answer to the first step. The Borough Manager shall set a meeting within five (5) working days after the request or for such other time as is 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) working days after the meeting.

Step Three.

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 Services Statutes. If the grievance is one other of Civil Service Statutes than that covered by Title II, it shall be taken to binding arbitration in the following manner.

Within five (5) working 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 arbitrator shall have no right to vary or modify the terms of this Agreement and shall render his decision within thirty (30) working days of the hearing.

Borough Grievances.

Grievances initiated by the Borough shall be filed directly with the Association within five (5) working days after the event giving rise to the grievance has occurred. A meeting shall be held within five (5) working days after the filing of grievance between the Borough Manager, Borough Attorney, Association and its Attorney in an effort to adjust the differences between the parties, and in the event that 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.

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

(f) 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.

(g) As authorized by the members of the Association, an additional twenty cents (.20) will be deducted from employees pay bi-weekly.

(h) If during the course of this Agreement Monmouth Council No. 9 effects a change in the rate of membership fees, Monmouth Council No. 9 will notify the Borough in writing of said increase

ARTICLE VII

SALARIES

SECTION 1.

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

a. Beginning January 1, 1981, a eight per cent (8%) increase on all 1980 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 salary provided for in this Agreement shall be paid to all employees retroactive to January 1, 1981. Payment shall be made to all individuals for their propoortinate share of any increase* whether they are employed at the date of the signing of this Agreement or not.

SECTION 5.

If the implementation of a negotiated and approved salary increase place any employees salary above the authorized amount contained in the salary ordinance for his or her title, then the Borough shall amend said ordinance to reflect such salary increases.

*Based on length of time worked.

ARTICLE VIII

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.

All monies received by any employee for serving as a juror shall remain solely the employee's and need not be turned over to the Borough.

ARTICLE 7X

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, 1981, overtime compensation must be paid for all time worked in excess of 40 hours in a work week. Employees presently working a 30 hour week shall be entitled to compensatory time off or the regular rate of pay for all hours worked in excess of 6 hours per day.

SECTION 4.

Employees in the Division of Streets and Roads, 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 for each time called to work.

SECTION 5.

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

ARTICLE ~~V~~

HOLIDAYS

SECTION 1.

The following holidays shall be "paid holidays". Employees shall be compensated at their regular rate of pay for fifteen (15) paid holidays per year as follows:

New Year's Day	Columbus Day
Lincoln's Birthday	Election Day
Martin Luther King's Birthday	Veterans' Day
Washington's Birthday	Thanksgiving Day
Good Friday	Day after Thanksgiving Day
Memorial Day	1/2 Day Christmas Eve
Independence Day	Christmas Day
Labor 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 who works shifts. Seven (7) of the said paid holidays shall be paid on July 1 and the balance of eight (8) shall be paid on December 1.

SECTION 3.

In the event any other Borough employees not covered under this Agreement receive time off with pay based on any action by the Borough Council, the members of the Association covered under this Agreement shall receive commensurate time off or shall be paid for such time under the terms of this Agreement.

ARTICLE ~~XI~~

VACATIONS

SECTION 1.

Employees shall be granted a vacation, if earned, each year. Vacation may be taken at any time in the year; however, the Borough reserves the right to limit the number of employees taking vacation during the months of June, July and August. Vacations shall be earned in the following manner, prorated the first, twelfth and twentieth years, on the employees anniversary date:

One to Five years	Twelve (12) days
Six to Twelve years	Fifteen (15) days
Thirteen to Twenty years	Twenty (20) days
Twenty-one years of more	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 one succeeding year.

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 scheduled 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 Hospitalization, Major Medical Insurance and Life 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 Borough equipment.

SECTION 4.

In the event any other Borough employees receive any additional medical coverage, the Association covered under this Agreement shall receive the same benefits under the terms of this section.

ARTICLE XIII

UNIFORM ALLOWANCE

SECTION 1.

A uniform allowance shall be authorized for each employee, other than office personnel, in the amount of three hundred (\$300.00) 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.

SECTION 4.

In addition to the above sections, the Borough will furnish additional safety items such as shoes, hats, etc., for Streets and Roads men.

SECTION 5.

Uniform allowance will be given twice a year - April & September.

ARTICLE XIV

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 service, 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 leave with pay if and when needed. The Borough Manager reserves the right to request such verification of disability as he deems appropriate.

SECTION 4.

When an employee retires for reasons of physical disability, age, or length of service, he shall be entitled to fifty per cent (50%) 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 statutes concerning sick leave shall prevail in all conditions not specifically set forth herein.

ARTICLE ~~IV~~

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 time off taken pursuant to a work related injury covered under the Worker's Compensation law shall not be charged to sick leave. The determination of the Workers' Compensation Court shall be conclusive as to job related injury.

ARTICLE XVI
BEREAVEMENT LEAVE

The Borough shall grant to each employee, a maximum of five (5) 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 position with the Borough as their primary job. Any outside employment must not interfere with an employee's efficiency in the performance of his duties.

ARTICLE XXIV

ASSOCIATION REPRESENTATIVES

SECTION 1.

The Borough agrees to grant time off without loss of regular pay, not to exceed four (4) days, two Local Association Delegates 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 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 ~~XXV~~
NO STRIKE PLEDGE

SECTION 1.

It is understood that there shall be no strikes, sitdowns, slow-down, 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 strike, 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 XXVI
PERSONAL DAYS

Two days leave of absence with pay will be allowed to each employee, to be referred to as a "Personal Day".

This day cannot be used towards vacation or on the day before or after a holiday.

SEVERABILITY OF THE AGREEMENTSECTION 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 construed to deny any employee his right under R.S. VI (Civil Service).

ARTICLE ~~XXVIII~~

AGENCY SHOP

Effective January 1, 1981, each employee covered by this Agreement shall be required to pay a fee equal to 85% of the \$52.00 annual dues of Monmouth Council No. 9.

N.J.S.C.A. in the same manner as dues.

ARTICLE XXIX

JOB POSTINGS

The Borough shall notify the Association about the creation of any new positions or promotional exams. All Civil Service regulations relative to such positions shall be followed.

Particular information regarding any position shall be obtained from the Borough Manager or his designee.

ARTICLE XXX
TERM AND RENEWAL

SECTION 1.

This Agreement shall be in full force and effect as of January 1, 1981 and shall remain in effect to and including December 31, 1981, without any reopening date. This Agreement shall continue in full force and effect for one (1) year 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 19th day of February, 1982.

THE BOROUGH OF KEANSBURG

By Walter Taylor
MAYOR

Attest: Margaret Spicium
Borough Clerk

By [Signature]
Borough Manager

By William J. Dunfee
President Monmouth Council #9
Keansburg
N.J. Civil Service Association