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Contract # 358

8/9/89

AGREEMENT
BETWEEN
FREEHOLD BOROUGH

and

P.B.A. #159

of

FREEHOLD BOROUGH

JANUARY 1, 1989 through DECEMBER 31, 1991

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PREAMBLE

THIS AGREEMENT made this 7th day of June, 1989, by and between Freehold Borough, in the County of Monmouth, a Municipal Corporation of the State of New Jersey, hereinafter called the "Borough", and P.B.A. #159, hereinafter called the "Association" represents the complete and final understanding between the Borough and the Association.

ARTICLE I

RECOGNITION OF ASSOCIATION

The Borough recognizes the Association during the term of this Agreement as the exclusive representative of the Freehold Borough Police Department up to and including the rank of Sergeant and further excluding confidential employees.

ARTICLE II

PURPOSE OF AGREEMENT

Section 1

It is the intent and purpose of the parties hereto that this Agreement covering rates of pay, hours of work and conditions of employment will promote professional and economic relations and establish a basis for securing cooperation, harmony and goodwill between the Borough and its employees, and the Association and its members.

Section 2

It is recognized that by granting the benefits contained herein the Borough is adding greatly to the cost of operation and increasing the burden upon the taxpayers of the municipality. This Agreement, therefore, is made with the understanding that the Association and its members will continue to cooperate with the Borough in promoting better efficiency and more production per man hour. It is further recognized that the successful operation of the municipality can be assured only through the cooperation of the parties hereto.

Section 3

In consideration of the obligations assumed by the Borough of this agreement, the Association recognizes its responsibilities

to secure and sustain maximum productivity and cooperation per employee during the term of this agreement in order that the Borough may receive a fair return for the benefits and materials contained herein. It is further understood and agreed that the Borough will cooperate with the employee and the Association in order to assure that each of the parties hereto shall secure maximum benefits from the within Agreement and engage in a period of mutual cooperation.

ARTICLE III

MANAGEMENT RIGHTS CLAUSE

It is recognized that the Borough has and will continue to retain the rights and responsibilities to direct the affairs of the police in all its various aspects. Among the rights retained by the Borough are its rights to direct the working forces; to plan, direct, and control all the operations and services of the department; to determine the methods, means, organization and personnel by which such operations and services are to be conducted; to contract for the subcontract out services; to relieve employees for legitimate reasons; to make and enforce reasonable rules and regulations; to change or eliminate existing methods, equipment or facilities, provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this agreement and that a grievance may be filed by the Association alleging such conflict.

ARTICLE IV

EMPLOYEE RIGHTS

Section 1

The Borough and the Association agree not to discriminate against any employee on the basis of race, color, creed, sex or national origin.

Section 2

The Borough and the Association agree not to interfere with the rights of employees to become or not become members of the bargaining unit; and further, that there shall be no discrimination or coercion against any employee because of Association membership or nonmembership.

Section 3

No employ shall be disciplined without just cause.

Section 4

All employees shall receive a copy of anything (other than confidential letters of reference) placed in his personnel file. The employee shall sign the file copy for the sole purpose of indicating receipt of a copy.

Section 5

The Borough shall recognize that there shall be no discrimination towards any member of the P.B.A. by reason of sex, race, age, creed, racial origin, political or religious affiliation with regard to opportunity for advancement or continuation of employment.

ARTICLE V

GRIEVANCE PROCEDURE

SECTION 1--GENERAL

In the operation of the Police Department, it is recognized that on occasion a complaint may rise between the Borough and the Association, or between the Borough or any one or more employees concerning interpretation, application or violation of policies, agreements, and administrative decisions affecting them. The Borough and the Association earnestly desire that such grievances be promptly settled so that the efficiency in the department shall not be interrupted and morale of the employees shall not be impaired. Accordingly, a procedure for grievance of any such complaints that may rise, which procedure will be kept informal, 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 specifically agree that the grievance 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 affecting the job category for employees who are affected by the within Agreement. Accordingly, the Association pledges that if any dispute arises under this Agreement, it shall be settled in the manner provided for in this Article and pending such a settlement, all employees

shall carry out their assignments as directed by the Borough and their supervisory officers. If any employee should refuse to follow the settlement procedure herein, but rather takes some other action, except such action as is provided for in Civil Service regulations, such other action shall constitute a violation of this Agreement and shall make the employees and all other employees participating in such violation subject to disciplinary procedures at the discretion of the Borough, and subject to the provisions of the Civil Service Regulations. Any discharge or disciplinary action by the Borough or supervisory employee may be appealed by the employee or the Association in accordance with the grievance procedure. A complaint or grievance of any officer relating to conditions of work, if not otherwise provided for in law, rules or regulations shall be settled in the following manner:

Step One

The aggrieved shall institute action under the provisions hereof within seven (7) calendar days after the event giving rise to the grievance. The action will be instituted by the grievant submitting a signed statement setting forth in writing a concise factual report of the grievance. An earnest effort shall be made to settle the differences between the aggrieved employee and the Lieutenant/Captain on duty at the time the grievance is filed for the purpose of resolving the matter informally. Failure to institute action within the said seven (7) calendar days shall be deemed to constitute an abandonment of the grievance. The aforementioned seven (7) calendar day limitation may be extended upon presentation to the Borough of a physician's certificate attesting to the incapacity of the grievant to file within the prescribed time. The Lieutenant/Captain shall make an effort to resolve the problem within a reasonable time, but shall render a decision in writing within seven (7) days after receipt 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 Chief, or his designee, shall set a meeting within five (5) calendar days after the request, or for such other time as is mutually agreeable. The Chief's answer to the second step shall be delivered in writing to the grievant and the Association within seven (7) calendar days after the meeting.

Step Three

If the aggrieved person is not satisfied with the handling or result of the grievance on the second step, he may within five (5) calendar days notify the Mayor and Council that he wishes to have them rule on the aggrieved matter. A meeting shall be set within thirty (30) days after the Mayor and Council have received

the request that it rule on the matter. The Mayor and Council's decision shall be delivered in writing to the grievant and the Association within seven (7) calendar days after said meeting.

Step Four

Should the aggrieved person be dissatisfied with the decision of the Mayor and Council, and if the grievance alleges a violation, misapplication, or misinterpretation of the specific provisions of this agreement, the Association may submit the dispute to final and binding arbitration pursuant to the rules and regulations of the New Jersey State Board of Mediation. The decision of the arbitrator shall be final and binding on all parties to the dispute. The Arbitrator shall limit his decision to the issue submitted and he shall be without power to add to, delete from, or modify the provisions of this Agreement.

SECTION 3--REPRESENTATION

In using the grievance procedure established herein an employee is entitled at each step to be represented by his Association representative or an attorney chosen by the Association, but not by both. However, both may be present.

SECTION 4--TIME LIMITS

Failure by the aggrieved or the Association to forward a grievance within the specified time limits shall terminate the grievance. Failure to respond to a grievance within the specified time limits shall permit the aggrieved to advance to the next step.

ARTICLE VI

COMPENSATION

The annual base salary for each employee shall be:

| | <u>1989</u> | <u>1990</u> | <u>1991</u> |
|---------------|-------------|-------------|-------------|
| Sergeant | \$ 36,720 | \$ 39,657 | \$ 42,830 |
| Detective | 35,020 | 37,741 | 40,681 |
| Patrolman 1st | 34,020 | 36,741 | 39,681 |
| Patrolman 2nd | 30,348 | 32,776 | 35,400 |
| Patrolman 3rd | 28,296 | 30,560 | 33,004 |
| Patrolman 4th | 25,380 | 27,410 | 29,603 |
| Entry | 22,500 | 24,300 | 26,244 |

ARTICLE VII

PERSONAL DAYS

Section 1

The Employees shall be granted three (3) personal days per year non-cumulative and at regular pay.

Section 2

Except in case of emergency, the request for the personal day shall be made in writing to the Chief of Police or his representative five (5) days in advance and approved two (2) days in advance.

Section 3

The personal days must be used within the calendar year and shall not be cumulative from year to year.

Section 4

The personal days shall not be granted at the beginning or end of a vacation or paid holiday, except in the case of an emergency.

ARTICLE VIII

LONGEVITY

Section 1

In addition to the compensation provided in Article VI, employees who are subject to this Agreement shall also receive longevity payments, based on employment, anniversary date, as follows:

| <u>Length of Service</u> | <u>Longevity Pay</u> |
|--------------------------|----------------------|
| After 3 years | \$ 350 |
| After 5 years | 450 |
| After 10 years | 800 |
| After 15 years | 1,000 |
| After 20 years | 1,350 |

Section 2

After 20 years of service the longevity pay shall be considered part of an employee's base salary for all purposes.

ARTICLE IX

OTHER COMPENSATION

Section 1

If under the pressures of business it is necessary that a sergeant be assigned to duties of a higher rank, due to sickness, then that sergeant temporarily assigned to the higher rank, if he performs the services for a period of forty (40) consecutive hours or more, shall receive for such continued services, after said initial forty (40) hours, the pay of the higher rank for the period of such services up to seventy (70) days.

Section 2

Whenever a sergeant is not on duty, the senior patrolman shall be paid at the sergeant's rate of pay, provided that the first eight (8) hours shall be excluded from the higher rate of pay.

ARTICLE X

DETECTIVE INCREMENT

Any detective receiving additional compensation of \$510 per year prior to April 15, 1981, shall continue to receive the \$510 additional compensation for the duration of his assignment as a detective.

ARTICLE XI

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 and the public interest.

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 condition:

- (a) All work performed in excess of the regular work day of eight and one-half (8-1/2) hours.
- (b) All overtime work in excess of the employee's regularly scheduled days for the pay period.
- (c) If an employee is called in specially for overtime work, he shall be entitled to compensation for not less than two (2) hours overtime pay.
- (d) It is agreed that every effort will be made that court appearances will be scheduled to avoid overtime work. If such scheduling cannot be made and overtime work is required by reason of court appearance, the employee shall be compensated overtime pay for such appearance for actual time worked, and Paragraph (c) herein shall not apply.

ARTICLE XII

VACATIONS

Section 1

Within the first year of service, an employee shall receive one (1) working day's vacation for each month of service from the date of his regular appointment up to and including December 31st following such date of appointment.

Section 2

After the first year and up to and including five (5) years of employment, each employee shall have fourteen (14) working days vacation.

Section 3

During the sixth year and up to and including ten (10) years of employment, each employee shall have fifteen (15) working days vacation.

Section 4

During the eleventh year and up to and including fifteen (15) years of employment, each employee shall have twenty-one (21) working days vacation.

Section 5

During the sixteenth year and up to and including twenty (20) years of employment, each employee shall have twenty-three (23) working days vacation.

Section 6

Vacations may be taken throughout the year and may not be restricted to certain periods, regardless of manpower.

ARTICLE XIII

COLLEGE CREDIT

The following degrees shall be in Police Science from an accredited college and the following shall be awarded to each employee commencing January 1, 1985:

| | |
|--------------------|--------------------|
| Associate Degree | \$ 400.00 per year |
| B.A. Degree | \$ 600.00 per year |
| M.A. or Law Degree | \$ 800.00 per year |

ARTICLE XIV

HOLIDAYS

The following days shall be recognized and observed as paid holidays for which compensation shall be made at the end of the calendar year at the rate of one and one-half (1-1/2) times the employee's regular rate of pay:

1. New Year's Day
2. Washington's Birthday
3. Good Friday
4. Memorial Day
5. Independence Day
6. Labor Day
7. General Election Day
8. Columbus Day
9. Veteran's Day
10. Thanksgiving Day
11. Friday following Thanksgiving Day
12. Christmas Day
13. Friday following when Christmas falls on Thursday
14. Martin Luther King Day

ARTICLE XV

REPRESENTATION FEE

Section 1

If an employee does not become a member of the Union during any membership year (i.e., from September 1 to the following August 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Union for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Union as majority representative.

Section 2

Prior to the beginning of each membership year, the Union will notify the Employer in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Union to its own members for that membership year. The representation fee to be paid by non-members will be equal to 85% of that amount.

Section 3

Once during each membership year covered in whole or in part by this Agreement, the Union will submit to the Employer a list of those employees who have not become members of the Union for the then current membership year. The Employer will deduct from the salaries of such employees, in accordance with Section 4 below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Union.

Section 4

The Employer will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:

- (a) ten (10) days after receipt of the aforesaid list by the Employer, or
- (b) thirty (30) days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Employer in a nonbargaining unit position or was on layoff, in

which event the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employee's employment in a bargaining unit position, whichever is later.

Section 5

Except as otherwise provided in this Article, the mechanics for the deductions of representation fees and the transmission of such fees to the Union will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Union.

Section 6

The Union will notify the Employer in writing of any changes in the list provided for in paragraph 1 above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the Employer received said notice.

Section 7

The Union agrees to indemnify and hold the Employer harmless against any liability which may arise by reason of any action taken by the Employer in complying with the provisions of this Article, provided the Employer gives the Union timely notice in writing of any claim, demand, suit or other form of liability arising out of the implementation of this Article. This indemnification shall include all legal costs.

ARTICLE XVI

INSURANCE

Section 1

The Borough shall continue to provide enrollment in the Public Employee's Health Benefits Program of New Jersey for all employees and their families, as defined by the insurance carrier, at the beginning of the month of employment after not less than ninety (90) continuous days of service or as soon thereafter as possible under the provisions of the plan.

Section 2

The Borough will continue to provide for each employee the current group life insurance in the amount of \$5,000.

Section 3

Employees while rendering aid to another community at the direction of their supervisor, shall be fully covered while rendering such mutual aid by workmen's compensation, liability and life insurance and pension as provided by State Law.

Section 4

Effective January 1, 1985, the Borough shall provide dental insurance coverage for employees and their families. The Borough shall pay the full cost of the super composite premium.

Section 5

Effective January 1, 1982, the Borough shall improve the Dental Insurance Program to a 70/30 plan. The \$100 pay-in is to be borne by the Borough.

Section 6

Each employee shall be eligible to receive \$50.00 per year toward the purchase of eyeglasses for the employee. The \$50.00 will be paid upon presentation of a receipt indicating purchase of prescription eyeglasses for the employee.

Section 7

The Borough shall maintain a false arrest and professional liability insurance policy.

ARTICLE XVII

SICK LEAVE

Section 1

Sick leave with pay shall be applicable only to permanent employees in the classified Civil Service of the Borough of Freehold as set forth hereinafter.

Section 2

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 his regular appointment up to and including December 31st following such date of appointment.

Section 3

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

Section 4

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

Section 5

When an employee retires, he shall be entitled to one-half (1/2) pay for accumulative sick days in an amount not to exceed \$10,000. The retiring employee shall advise the Borough Clerk of the employee's intention to retire by November 1st of the year prior to the retirement so that budget requirements may be met and provided for.

ARTICLE XVIII

DEATH LEAVE

The employee shall be permitted three (3) days leave with pay due to the death of someone in the immediate family to include the father, mother, or step-parent, spouse, child or step-child, sister, brother, father-in-law, mother-in-law, or other blood relative who has resided in the employee's household for a minimum of one (1) year immediately prior to their death.

ARTICLE XIX

PENSION PLAN

The Borough shall continue for the lifetime of this Agreement to pay the Borough's portion of the pension costs under the Police and Firemen's Retirement System of New Jersey in effect at the signing of this Agreement.

ARTICLE XX

RETIREMENT

Each employee shall annually receive one hundred percent (100%) cost for health benefits on retirement.

ARTICLE XXI

AUTOMOBILE USE

Employees who use their own car for travel authorized and scheduled by an appropriate Borough Supervisor shall receive mileage at the rate of \$.15 per mile. The Borough shall pay necessary tolls and parking fees.

ARTICLE XXII

NO STRIKE, ETC.

Section 1

It is understood that there shall be no strikes, sitdowns, slowdowns, work stoppage or limitation upon activity or production during the life of this Agreement, nor shall any officer, representative or official of the Association authorize, assist, take part in or encourage any such strikes, sitdown, concerted failure to report for duty, work stoppage or limitation upon production against the Borough. If any employee, or group of employees, represented by the Association should violate the intent of this paragraph, the Association, through its proper officers, shall promptly notify the Borough and such employee or employees in writing of its disapproval of such violation.

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 in equity for injunction or damages, or both, in the event of such breach by the Association, or its members.

ARTICLE XXIII

CLOTHING MAINTENANCE ALLOWANCE

Section 1

Effective January 1, 1987, police officers shall receive a clothing maintenance allowance of \$350.00 per year payable June 1st.

Section 2

Anyone absent more than sixty (60) consecutive days shall not be eligible for said payment. A proportionate amount will be deducted for said absence.

ARTICLE XXIV

SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XXV

WORK SCHEDULE

Section 1

The work year shall be 2080 hours per year per employee including vacation, holidays, sick and personal days.

Section 2

The work day shall consist of eight and one-half (8-1/2) hours. Employees will work four (4) days and be off for two(2) days. Work shifts shall not rotate.

Shift #1 -- 7:00 a.m. - 3:30 p.m.
Shift #2 -- 3:00 p.m. - 11:30 p.m.
Shift #3 -- 11:00 p.m. - 7:30 a.m.
Shift #4 -- 10:00 a.m. - 6:30 p.m.
Shift #5 -- 6:00 p.m. - 2:30 a.m.

Section 3

Whenever an employee's scheduled hours are less than 2080 per year the employee will be required to spend the hours between those actually scheduled and 2080 hours in in-service training as directed by the Chief.

Section 4

Once assigned, shifts will not be changed by the employees without the approval of the Chief or his designee. Employees requesting a change in shift must give a two-week notice to the Chief or his designee.

Section 5

Employees assigned to Shift #4, 10:00 a.m. - 6:30 p.m. and Shift #5, 6:00 p.m. - 2:30 a.m., may be assigned to other shifts to fill in when needed as determined by the Chief or his designee.

ARTICLE XXVI

FULLY BARGAINED PROVISIONS

Section 1

This Agreement represents and incorporates complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiate or signed this Agreement.

Section 2

This Agreement shall not be modified in whole or in part by the parties except by an instrument-in-writing only executed by both parties.

ARTICLE XXVII

DELEGATE'S RIGHTS

Section 1

The Borough shall excuse the P.B.A. Delegate time off to attend the New Jersey State P.B.A. monthly meetings.

Section 2

The Borough shall excuse the P.B.A. Delegate time off to attend the New Jersey State P.B.A. Convention.

ARTICLE XXVIII

DURATION OF AGREEMENT

THIS AGREEMENT will be effective as of January 1, 1989 and will terminate on midnight December 31, 1991. Proposals for a successor agreement may not be submitted prior to September 1, 1990.

Any provision of this agreement may be changed, supplemented or altered provided both parties mutually agree in writing.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals at the Borough of Freehold, New Jersey on this _____ day of _____

P.B.A. LOCAL #159

BOROUGH OF FREEHOLD

By *Daniel Heulitt*
Daniel Heulitt, President

By *Michael Wilson*
Michael Wilson, Mayor

ATTEST:

ATTEST:

Sgt Charles Platt

Vivian Taylor
Vivian Taylor
Borough Clerk RMC