

AGREEMENT

BETWEEN

FREEHOLD, BOROUGH *of*

AND

MUNICIPAL EMPLOYEES' ASSOCIATION,

OF

(BOROUGH OF FREEHOLD)
(Monmouth County)

1984 - 1986

** January 1, 1984 - December 31, 1986*

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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 condition 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 said municipality. This Agreement is, therefore, made with the understanding that the Association and its members will 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 in this Agreement, the Association recognized 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 employees 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 all the employees of the Borough of Freehold in each of the Departments 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 departments; to determine the methods, means, organization and personnel by which such operations and services are to be conducted; to contract for and subcontract 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

WORK RULES

Section 1: The Borough shall establish reasonable and necessary rules concerning work and conduct for the employees of the Borough.

Section 2: Unless otherwise provided in this Contract, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce, or otherwise detract from any employee benefit,

defined as any practice related to terms and conditions of employment that is the result of all of the following: (1) consistent and ascertainable conduct (2) engaged in some reasonable length of time (3) of which both parties are aware (4) which does not vary the express written terms of this Contract and (5) which is in response to a given set of specific circumstances and conditions, existing prior to the effective date of this Contract.

ARTICLE V

EQUAL TREATMENT

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 right 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: Employees hired prior to the effective date of this Contract will be exempt from any residency requirements of the Borough.

ARTICLE VI

GRIEVANCE PROCEDURE

Section 1: General. In the operation of the various Departments, it is recognized that on occasion a complaint may arise 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 employ-es shall not be impaired. Accordingly, a procedure for grievance of any such complaints that may arise, 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 the 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 personnel. 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 employee relating to conditions or 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 and/or the grievance representative submitting a signed statement setting forth in writing a concise factual report of the grievance. An earnest effort shall be made to settle the difference between the aggrieved employee and the immediate supervisor 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 immediate supervisor 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 Department Head, or his designee, shall set a meeting between the Department Head, aggrieved and the aggrieved's local representative, within five (5) calendar days after the request, or for such other time as is mutually agreeable. The Department Head'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 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 between either the Mayor and Council or the Personnel Committee and the aggrieved's local and/or outside representatives 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 within fourteen (14) working days 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 VII
COMPENSATION

Section 1: Effective with the first pay period beginning after January 1, 1984, and up to and including the last pay period for the year 1984, the salary of each employee employed by the Borough of Freehold and a member of the bargaining unit referred to herein, who is in the service of the Borough as of the date of this contract, shall receive an increase in his annual wage amounting to five (5) percent of his base salary paid to said employee on December 31, 1983.

Section 2: Effective with the first pay period beginning after January 1, 1985, and up to and including the last pay period for the year 1985, the salary of each employee employed by the Borough and a member of the bargaining unit referred to herein, who is in the service of the Borough at the time of this contract, shall receive an increase in his annual wage amounting to five (5) percent of his base salary paid to said employee on December 31, 1984.

Section 3: Effective with the first pay period beginning after January 1, 1986, and up to and including the last pay period for the year 1986, the salary of each employee employed by the Borough and a member of the bargaining unit referred to herein who is in the service of the Borough at the time of this contract, shall receive an increase in his annual wage amounting to six (6) percent of his base salary paid to said employee on December 31, 1985.

Section 4: Said base compensation increases shall be in addition to and exclusive of any longevity payments.

Section 5: Any employee who has obtained a State license or State certificate which further qualified the employee in the performance of his or her duties, that employee shall be entitled to an additional salary increment of \$200.00 per year. Said increment shall be effective for the first pay period following written verification being given to the Borough Clerk and if the increase is not effective for the first pay period of the year, the increase shall be pro-rated from the pay period in which it becomes effective.

Section 6: All Borough employees shall on receipt by the Borough Clerk of satisfactory documentary evidence be entitled to a reimbursement of up to fifty dollars (\$50.00) toward the costs incurred in connection with the acquisition of prescription eyeglasses (other than sunglasses). This benefit does not apply to families of Borough employees.

ARTICLE VIII

LONGEVITY PAY SCHEDULE

In recognition of the dedicated and faithful service to the Borough of Freehold, all employees will be entitled to an additional annual increment for years of service as follows:

		<u>1984</u>	<u>1985</u>
After three (3) years	-	\$125.00	\$175.00
After five (5) years	-	\$175.00	\$225.00
After ten (10) years	-	\$225.00	\$275.00
After fifteen (15) years	-	\$275.00	\$325.00
After twenty (20) years	-	\$325.00	\$375.00
After twenty-five (25) years	-	\$375.00	\$425.00

Payment can be made in the last pay in November or the first pay in December.

ARTICLE IX

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 practicable among employees in the same job classification and department.

Section 3: Time and one-half of the employee's regular rate of pay shall be paid for work under the following conditions, but compensation shall not be paid twice for the same hours.

Section 4: Weekly. All work performed in excess of the regular work week of forty (40) hours.

Section 5: An employee who works on a holiday listed in Article X shall be paid his regular rate for the holiday, plus an additional one and a half (1 1/2) of the employee's regular hourly rate of pay for each hour worked.

Section 6: Compensatory time will not be granted for any overtime work.

Section 7: Overtime pay to an employee who works a prescribed work week of less than forty (40) hours shall be computed at the regular equivalent hour rate up to forty (40) hours and time and a half for all hours worked after forty (40) hours in a given assigned week.

ARTICLE X

HOLIDAYS

The following days shall be recognized and observed as paid holidays:

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

If a holiday falls during an employee's vacation, such holiday shall not be charged against his vacation time.

When any given holiday falls on a Saturday, same will be observed by the Borough on the Friday before.

When any given holiday falls on a Sunday, same will be observed by the Borough on the Monday after.

ARTICLE XI

VACATIONS

Section 1: During the first year of service, an employee shall earn one (1) working day, up to a maximum of ten (10) days, vacation for each month of service from the date of his regular appointment up to and including December thirty- first 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 twelve (12) working days vacation.

Section 3: Beginning with the sixth (6) year of employment and up to and including ten (10) years of employment, such employee shall have fourteen (14) working days vacation.

Section 4: Beginning with the eleventh (11th) year, and up to and including fifteen (15) years of employment, each employee shall have sixteen (16) working days vacation.

Section 5: After fifteen (15) years and up to and including twenty (20) years of employment, each employee shall have eighteen (18) working days vacation.

Section 6: After twenty (20) years of employment, each employee shall have twenty four (24) working days vacation.

Section 7: During the final year of service, the full vacation benefit may be taken by the employee or compensation in lieu of time off will be paid.

Section 8: Consideration for the effective operation of the employee's respective department determines the scheduling of

vacations. Employees with the greatest length of service may receive preference in scheduling of vacations.

Section 9: Vacations must be scheduled by May first (1st) of the calendar year, and each employee must take his vacation as scheduled, subject to reasonable alterations at the consent of the supervisor, if good cause is shown. Annual vacation leave is not cumulative. Vacation time not taken during any given year shall be forfeited with the exception of the final year of service as specified by Section 7 of this Article.

ARTICLE XII

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 service from the date of his regular appointment up to and including December thirty-first 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 employee's 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 \$6,000.00. The retiring employee shall advise the Borough Clerk of the employee's intention to retire by November first of the year prior to the year of retirement.

ARTICLE XII.A

Section 1: Three (3) ^{bereavement} days off for a death in the family; such as father, mother, spouse, children, sister, brother, grandmother, grandfather, mother-in-law, or father-in-law, aunt, or uncle.

ARTICLE XIII

PERSONAL DAY

Section 1: All employees shall be granted three (3) personal days which shall not be cumulative and shall be granted at regular pay. Except in case of emergency, the request for the personal day shall be made in writing to the Department Head or his representative five (5) days in advance and approved two (2) days in advance. The personal day must be used within the calendar year and shall not be cumulative from year to year.

Section 2: The personal day shall not be granted at the beginning or end of a vacation or paid holiday, except in case of emergency.

ARTICLE XIV

UNIFORM

The Borough agrees to provide employees assigned to the Streets and Roads Department, Water and Sewer Department, Public Buildings and Grounds Department, and Police Dispatchers, two (2) sets of uniforms which will be replaced each year as needed. Employee of said department agrees to maintain the uniforms and keep them cleaned. Employees working in the Streets and Roads Department, Water and Sewer Department, and Public Buildings and Grounds Department will receive a \$10.00 allowance toward the acquisition of safety shoes.

ARTICLE XV

NO-STRIKE, ETC.

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 officer, representative or official of the Association, authorize, assist, take part in, or encourage any such strikes, sitdowns, slowdowns, 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 of 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 XVI

DENTAL PLAN

The Borough of Freehold will obtain a dental plan for employees and their families. This dental insurance program will be based upon a fifty-fifty percent (50-50%) cost sharing basis with employees.

ARTICLE XVIII

EMERGENCY CALL-IN COMPENSATION

Section 1: In the event that an employee is required to report for emergency service, that employee will receive as a minimum three (3) hours of his regular hourly pay scale, if the emergency call-in occurs after 10:00 p.m. or on a weekend.

Section 2: In the event that a Court or Violations Clerk is required to sign papers either at home or at Police Headquarters after leaving duty, said Clerk will receive one (1) hour pay at his or her regular hourly pay scale if the signing occurs after regular working hours.

ARTICLE XVIII

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 XIX

FULLY BARGAINED PROVISIONS

Section 1: This Agreement represents and incorporates the 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 negotiated 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.

Section 3: Negotiations will start no later than November fifteenth (15th) of each year at the request of the Association.

ARTICLE XX

REPRESENTATION FEE

Section 1: Effective April 1, 1982, if an employee does not become a member of the local Association during any calendar year, which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the local Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

Section 2: Prior to the beginning of each year, the local Association will notify the Borough Clerk in writing of the amount of the regular membership dues, initiation fees and assessments charged by the local Association to its own members for that membership year. The representation fee to be paid by non-members will be equal to eighty-five percent (85%) of that amount.

Section 3: Once during each year covered in whole or in part by this Agreement, the Association will submit to the Borough Clerk a list of those employees who have not become members of the local Association for the then current membership year. The Borough will deduct from the salaries of such employees, in accordance with Section 4, below, the representation fee and promptly will transmit the amount so deducted to the Union.

Section 4: The Borough 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 Borough, 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 employment of the Borough 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 Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

Section 6: The Association will notify the Borough 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 Borough received said notice.

Section 7: The Association agrees to indemnify and hold the Borough harmless against any liability which may arise by reason of any action taken by the Borough in complying with the provisions of this Article, provided the Borough gives the Association 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 XXI

TERM AND RENEWAL

This Agreement shall be in full force and effective as of January 1, 1984, and shall remain in effect until December 31, 1986.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at Freehold Borough, New Jersey, on this 11th day of October, 1984.

MUNICIPAL EMPLOYEES ASSOCIATION
OF THE BOROUGH OF FREEHOLD

FREEHOLD BOROUGH, MONMOUTH
COUNTY, NEW JERSEY

BY: *Jeffrey Hance*
JEFFREY HANCE, President

BY: *John G. Mc Gackin*
JOHN G. MC GACKIN, Mayor

ATTEST:

BY: *Rosemary Briggs*
ROSEMARY BRIGGS, Secretary

BY: *Robert J. Cabana*
ROBERT J. CABANA,
Business Administrator

ATTEST:

Vivian Taylor
VIVIAN TAYLOR, BOROUGH CLERK

ADDENDUM

Both parties agree that the decision of the hearing officer in the pending grievance concerning the two percent fourth and fifth step raises shall be binding on both parties and will not be appealed to a higher court. If the Association is successful, the above mentioned matter will be paid and incorporated into this Agreement.

EDWARD S. DONINI
ATTORNEY AT LAW
BRINLEY PLAZA
BRINLEY ROAD & ROUTE 38
WALL TOWNSHIP NEW JERSEY 07719
(201) 681-9500

September 24, 1984

Mr. Raymond A. Cassetta
Cassetta, Brandon & Taylor
300 Maple Avenue
S. Plainfield, N.J. 07080

Re: F.B.E.A. vs. Freehold Borough

Dear Mr. Cassetta:

Please be advised that any contract entered into between the Freehold Borough Employees and the Borough of Freehold must include the following paragraph:

"If it is determined, in the present P.E.R.C. proceedings, or any other proceedings, that certain employees are entitled to 2% step raises for attaining steps 4 and 5 or certain employees are entitled to any other step raises including the preceding contract (1982 & 1983) and the present contract, the Borough will reimburse."

Very truly yours,

ES/

EDWARD S. DONINI

ESD:a

cc: Mr. Jeffrey Hance
Mr. Joseph DuBois
Mr. Robert Cabana ✓