

THIS BOOK DOES  
NOT CIRCULATE

AGREEMENT

BETWEEN

FREEHOLD BOROUGH

AND

MUNICIPAL EMPLOYEES ASSOCIATION

OF

BOROUGH OF FREEHOLD

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JANUARY 1, 1977 through DECEMBER 31, 1977

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This Agreement made this 19<sup>th</sup> day of April, 1977, by and between FREEHOLD BOROUGH, in the County of Monmouth, a Municipal Corporation of the State of New Jersey, hereinafter called the "Borough", and MUNICIPAL EMPLOYEES ASSOCIATION OF THE BOROUGH OF FREEHOLD, 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 all employees of the Freehold Borough, excepting therefrom the Freehold Borough Police Department, supervisory employees and 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 condition of employment, will promote professional and economic relations and establish a basis for securing cooperation, harmony and good will between the Borough and it's employees, and the Association and it's 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 <sup>said</sup> 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 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 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 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

##### WORK RULES

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

#### ARTICLE V

##### EQUAL TREATMENT

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

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

#### ARTICLE VI

##### GRIEVANCE PROCEDURE

Section 1: General. In the operation of the various Department s

of the Borough of Freehold, it is recognized that on occasion a complaint may arise between the Borough and the Association, or between the Borough and one or more employees concerning the meaning or application of, or compliance with any section of this Agreement. Such complaints may arise because of an honest difference of opinion, an error in judgment, an oversight, a misinterpretation, or from countless other ways in which there is no intent to cause a misunderstanding. In addition, various disagreements may arise between employees and supervisory employees, all of which require some form of determination. The Borough and the Association earnestly desire that such complaints or grievances or differences be promptly settled so that the efficiency of each respective 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 arise, which procedure 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 an employee's respective departmental supervisory staff and having the grievance adjusted without the intervention of the Association.

Section 2: Procedure to be Followed. The Association specifically agrees that the settlement of complaint 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 supervisors. 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 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. Any discharge or disciplinary action by the Borough, or supervisory employee, may be appealed by the employee or the Association in accord with the settlement of complaint procedure. A complaint or grievance of any employee of the Borough of Freehold related to conditions of work, if not otherwise provided for in law, rule or regulation, shall be settled in the following manner:

Step One:

The aggrieved shall institute action under the provisions hereof within ten (10) calendar days after the event giving rise to the grievance as occurred. 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 his immediate supervisor for the purpose of resolving the matter

informally. Failure to institute action within the said ten (10) calendar days shall be deemed to constitute an abandonment of the grievance. The aforementioned ten (10) 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 written decision within ten (10) 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 seven (7) calendar days after the answer at the first step, except that in disciplinary action grievances, the written request for a second step meeting shall be made within five (5) calendar days after the answer is received at the first step. The Department Head, or his designee, shall set a meeting within seven (7) 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 ten (10) 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 (10) calendar days notify the Mayor and Council that he wishes to have it 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 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, such person may file, where appropriate, for a Civil Service review.

Section 3: Borough Grievances. Grievances initiated by the Borough shall be filed directly with the Association within ten (10) days after the event giving rise to the grievance has occurred. The action will be instituted by the Borough submitting a signed statement setting forth in writing a concise factual report of the grievance. A meeting shall be held within ten (10) calendar days after the filing of the grievance between representatives of the Borough and the Association, for an earnest effort to adjust the differences between the parties.

Section 4. 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 of his own choosing, but not by both. However, both may attend.

ARTICLE VII

COMPENSATION

Section 1: Effective with the first pay period beginning after January 1, 1977 and up to and including the last pay period

for the year 1977, 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 on January 1, 1977 shall receive an increase in his annual wage amounting to six and one half (6.5%) per cent of his base salary paid to said employee on December 31, 1976. Said increase shall be in addition to and exclusive of any longevity payments.

ARTICLE VIII

LONGEVITY PAY SCHEDULE

In recognition of 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:

After three (3) years - \$50.00

After five (5) years - \$100.00

After ten (10) years - \$150.00

After fifteen (15) years - \$200.00

After twenty (20) years - \$250.00

After twenty-five (25) years - \$300.00

Effective in 1978, Lump Sum payment of Longevity. 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: All overtime work in excess of the forty (40) hour week shall be compensated on the basis of time and one-half for all overtime work.

Section 6: An employee who works on a holiday (with the exception of Saturday or Sunday in an assigned week) shall be paid his regular rate for the holiday, plus an additional one and a half (1 1/2) of the employees regular rate of pay.

Section 7: Compensatory time will not be granted for any overtime work.

Section 8: 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 Years Day         | 8. General Election Day                               |
| 2. Washington's Birthday | 9. Veteran's Day-November 11                          |
| 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: Within the first year of service, an employee shall receive one (1) working days 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 twelve (12) working days vacation.

Section 3: After five (5) years of employment, and up to and including (10) years of employment, each employee shall have fourteen (14) working days vacation.

Section 4: After ten years 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 June 1st of the calendar year, and each employee must take his vacation as scheduled. An employee may not be called to any employment during his vacation, except in the case of emergency with the approval of the Mayor and Council.

## 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 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 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 1st of the year prior to the year of retirement.

Section 6: Three (3) sick days will be permitted for any other members of your family, such as Grandmother, Grandfather, Aunt, Uncle, Mother-in-law or Father-in-law.

#### ARTICLE XII A

Section 1: Three (3) days off for a death in the immediate family, such as Father, Mother, Spouse, Children, Sister or Brother. If Father-in-law or Mother-in-law live with employee same would apply.

#### ARTICLE XIII

##### PERSONAL DAY

Section 1: All employees shall be granted one (1) personal day 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: One additional personal day in 1977 will be granted for the New Years Day Holiday. This would apply only to those employees who did not get reimbursed for working that day. This shall apply to the year 1977 only.

Section 3: 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, and public buildings and grounds department and police dispatchers, two (2) sets of uniforms which will be replaced each year as needed. Each employee of said department agrees to maintain the uniforms and keep them cleaned.

#### 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, sitdown, slowdown, 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.

Section 4: Nothing contained in this Agreement shall be construed to limit or restrict the Association or its members from using the Grievance Procedure in Article VI.

#### ARTICLE XVI

##### 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 XVII

##### 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 terms 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 15th, of each year, at the request of the Association.

ARTICLE XVIII

TERM AND RENEWAL

This Agreement shall be in full force and effect as of January 1, 1977 and shall remain in effect to and including December 31, 1977 without any reopening date, except as otherwise specifically provided herein.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at Freehold Borough, New Jersey, on this 13<sup>th</sup> day of April, 1977.

MUNICIPAL EMPLOYEES ASSOCIATION  
OF THE BOROUGH OF FREEHOLD

BY: Barnett L. Mossey  
PRES.

ATTEST:

Robert Thompson  
SEC'Y

FREEHOLD BOROUGH, MONMOUTH COUNTY  
NEW JERSEY

BY: Roger J. Kane  
ROGER J. KANE, Mayor

ATTEST:

BY: Vivian Taylor  
VIVIAN TAYLOR, Borough Clerk