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A G R E E M E N T

Between

F R E E H O L D   B O R O U G H

and

P . B . A .   # 1 5 9

of

F R E E H O L D   B O R O U G H

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January 1, 1981, through December 31, 1982

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LIBRARY  
Institute of Management and  
Labor Relations

SEP 22 1981  
RUTGERS UNIVERSITY

THIS AGREEMENT made this 15th day of April, 1981, 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 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 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 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 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

WORK RULES

The Borough has established reasonable and necessary rules of work and conduct for police entitled "Manual of Rules and Regulations" adopted April 4, 1971, as revised and supplemented. Said Manual, as it may be revised from time to time, is incorporated herein and the police are entitled to and bound by the provisions of the Manual.

ARTICLE V

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 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: No employee 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.

ARTICLE VI  
GRIEVANCE PROCEDURE

Section 1: General. In the operation of the Police Department 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 employees 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 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 employee 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 VII

COMPENSATION

Section 1: The 1981 annual base salary for each employce shall be:

Detective Sergeant	\$22,000
Sergeant	\$21,000
Detective	19,900
Patrolman, First Class	19,100
Patrolman, Second Class	18,120
Patrolman, Third Class	15,100

All Patrolmen Third Class shall have their annual salary increased to \$16,600 on the anniversary date of their employment.

Section 2: The 1982 annual base salary for each employce shall be:

Detective Sergeant	\$23,780
Sergeant	\$22,780
Detective	21,590
Patrolman, First Class	20,725
Patrolman, Second Class	19,645
Patrolman, Third Class	18,095
Patrolman, Fourth Class	16,400

ARTICLE VIII

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 IX

LONGEVITY

Section 1: In addition to the compensation provided in Article VII, 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	\$210.00
After 5 years	\$315.00
After 10 years	\$630.00
After 15 years	\$787.00
After 20 years	\$1,102.50
After 25 years	\$1,260.00

Section 2: After 20 years of service the longevity pay shall be considered part of an employee's base salary for all purposes.

ARTICLE X

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 XI

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 XII

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

(b) 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.

(c) If 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 XIII

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 ten (10) years of employment, each employee shall have fourteen (14) working days vacation.

Section 3: After ten (10) years of employment, each employee shall have twenty-one (21) working days vacation.

Section 4: During the final year of service, the full vacation benefit may be taken by the employee or compensation in lieu of time off.

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 (1½) 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. Veteran's Day
9. Thanksgiving Day
10. Friday following Thanksgiving Day
11. Christmas Day
12. Friday following when Christmas falls on Thursday
13. Columbus 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 nonmembers 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) 10 days after receipt of the aforesaid list by the Employer, or
- (b) 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 non-bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid 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 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 \$5,000.00

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, 1980, the Borough shall provide dental insurance coverage for employees and their families. The Borough shall pay the full cost of the super-composite premium to the maximum amount of \$21.49 per month per covered employee. The Borough shall purchase the best dental plan available for the amount specified above.

Section 5: Effective January 1, 1982, the Borough shall improve the Dental Insurance Program to a 70/30 plan at an additional cost of up to \$100 per year per employee under the super-composite rate.

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 ( $\frac{1}{2}$ ) pay for accumulative sick days in an amount not be 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 retirement so that budget requirements may be met and provided for.

ARTICLE XVIII

DEATH LEAVE

Section 1: The employee shall be permitted three (3) days on account of death of someone in the immediate family to include the father, mother, spouse, child, sister, brother and father-in-law and mother-in-law.

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-half ( $\frac{1}{2}$ ) of the 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, sit-downs, 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

Effective January 1, 1980, the Borough shall provide a clothing maintenance allowance to each member of the bargaining unit in the amount of \$300.00. The \$300.00 clothing maintenance allowance shall be paid to each member of the bargaining unit during the first period in the month of June by separate check.

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

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 XXVI

TERM AND RENEWAL

This Agreement shall be in full force and effect as of January 1, 1981, and shall remain in effect to and including December 31, 1982, without any reopening date. The parties agreed to commence negotiations during the year 1982 in accordance with the guidelines promulgated by the Public Employment Relations Commission.

IN WITNESS WHEREOF, the parties have hereto set their hands and seals at Freehold Borough, Monmouth County, New Jersey on this 5<sup>th</sup> day of June, 1981.

P. B. A. #159:

FREEHOLD BOROUGH, MONMOUTH COUNTY, NEW JERSEY:

By:

Ferry Guy  
President

By:

J. William Boyd  
Mayor

ATTEST:

Paul G. Brown

ATTEST:

By: W. J. Taylor  
Borough Clerk

Pay progression for Patrolman, Third Class, initially employed during 1980:

Patrolman Third Class

January 1, 1981 - Employment Anniversary Date(1981) \$15,100,

Patrolman Third Class

December 31, 1981 - Employment Anniversary Date \$16,600

Patrolman Third Class

January 1, 1982 - Employment Anniversary Date \$18,095

Patrolman Second Class

Employment Anniversary Date (1982) \$19,645