Memorandum of Agreement
CWA Local 1032 and the Borough of Freehold
May 21, 2010

The following represents the summary of meetings held on March 5, 2010, April 10, 2010, and May 21, 2010 between representatives of CWA Local 1032 and the Borough of Freehold. The parties hereby agree to the following:

1. The collective bargaining agreement between the two parties that expired on December 2009 shall be extended until December 2010, or until the ratification of successor agreement.
2. The compensation levels, i.e. salaries and step guides, shall remain in effect at the levels established for the calendar year 2009. This means that there are no increases in salaries and rates for the calendar year 2010.
3. Longevity and step increases will continue to be provided as established the in the prevailing collective bargaining agreement.
4. Effective with the first pay of June 2010, employees will contribute toward the expense of their health benefits in accordance with recently established New Jersey state legislation, i.e. Chapter 2, P. L. 2010. This means that employees will contribute 1.5 percent of their salaries toward the expense of their health benefits as established in the aforementioned legislation. Should such legislation be amended, or repealed, the rates will remain the same as established in that legislation.

Both parties agree to commence negotiations for a successor agreement as determined in the current agreement.

For CWA:

For Freehold Borough:

AGREEMENT

BETWEEN

THE BOROUGH OF FREEHOLD

AND

COMMUNICATIONS WORKERS OF AMERICA, LOCAL 1032

January 1, 2011 through December 31, 2014

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This Agreement, made this _____, 2012 by and between Freehold Borough, a Municipal Corporation of the State of New Jersey, hereinafter referred to as the "Borough", and Local 1032, Communications Workers of America hereinafter referred to as the "Union", represents the complete and final understanding between the Borough and the Union.

ARTICLE 1
RECOGNITION OF THE UNION

The Borough recognizes the Union during the term of this Agreement as the exclusive representative of full-time employees and permanent part-time employees of Freehold Borough in the following positions:

Clerk Typists
Clerk Stenographers
Tax Clerks
Court Clerks
Accounting Clerks
Bus Drivers
Library Assistants
Violation Clerks
Code Enforcement Officers

Laborers
Water Plant Operators
Mechanics
Repairmen
Meter Readers
Building Maintenance (Fire House)
Heavy Equipment Operators
Pump Station Inspector
Equipment Operator
Truck Drivers
Seasonal Employees

The following positions are excluded:

Police, Supervisors, Confidential Employees (i.e. those people employed in the office of the Business Administrator and Borough Clerk); Employees in positions not specifically included above; Part-time employees who work less than 20 hours per week and are not in permanent budgetary positions of the Borough.

ARTICLE 2
PURPOSE OF AGREEMENT

2.1 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 Union and its members.

2.2 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. Therefore, this Agreement is made with the understanding that the Union and its members will cooperate with the Borough in promoting better efficiency and more production per man-hour.

2.3 In consideration of the obligations assumed by the Borough in this Agreement, the Union 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 Union in order to assure that each of the parties hereto shall secure maximum benefits from this Agreement and engage in a period of mutual cooperation.

ARTICLE 3
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. However, the exercise of any of the above rights shall not conflict with any of the express written provisions of the Agreement, and that a grievance may be filed by the Union alleging such conflict.

ARTICLE 4
WORK RULES

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

4.2 Unless otherwise provided in this Contract, no work rule shall be interpreted and/or applied so as to eliminate, reduce, or otherwise detract from any existing employee economic benefit, without first negotiating the economic impact of the new work rules with the Union. For the purposes of this Article, an existing employee economic benefit is defined as any practice related to terms and conditions of employment, which is the result of all of the following:

1. Consistent and ascertainable conduct;
2. Engaged in for at least for two years;
3. Recognized by both parties;
4. Not in conflict with the expressed written terms of this Contract;
5. Which is responsive to a given set of specific circumstances and conditions, existing prior to January 1, 1987; and,
6. Which impacts at least three Union members.

ARTICLE 5
EQUAL TREATMENT

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

5.2 The Borough and the Union agree not to interfere with the rights of employees to become or not become members of the Union. Furthermore, there shall be no discrimination or coercion against any employee because of Union membership or non-membership.

5.3 Employees hired prior to the effective date of this Contract will be exempt from any residency requirement of the Borough.

ARTICLE 6
GRIEVANCE PROCEDURE

6.1 In the operation of the various departments, it is recognized that on occasion, a complaint may arise between the Borough and the Union, or between the Borough or any one or more employees concerning interpretation, application or violation of policies, agreements and administrative decisions affecting the terms and conditions of employment of one or more employees or rights of the Union in this Contract. The Borough and the Union earnestly desire that such grievances be promptly settled so that the efficiency in the department shall not be interrupted, and the morale of the employees shall not be impaired. Accordingly, an informal procedure for resolving grievances is outlined herein. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss this matter informally with an appropriate member of the departmental supervisory staff and have the grievance adjusted without the intervention of the Union.

6.2 The Union and the Borough specifically agree that the grievance procedure shall be the sole and exclusive method available for adjusting employee complaints, except those complaints that are subject to Civil Service Regulations, or the Regulations of the Equal Employment Opportunity Commission. Accordingly, the Union pledges that if any dispute arises under this Agreement, it shall be settled in the manner established in this Article. Pending such a settlement, all employees shall continue to 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 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, subject to Civil Service Regulations and appeal, is not included within the scope of this grievance process. A complaint or grievance of any employee relating to conditions of work, if not otherwise provided for in the law, rules, or regulations, shall be settled in the following manner:

STEP ONE: The aggrieved shall institute action under the provisions hereof within fourteen (14) 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 Department Head at the time the grievance is filed for the purpose of resolving the matter informally. Failure to institute action within the stated fourteen (14) calendar days shall be

deemed to constitute an abandonment of the grievance. The aforementioned fourteen (14)-calendar day limitation may be extended upon presentation to the Borough Administrator of a physician's certificate attesting to the incapacity of the grievant to file within the prescribed time. The Department Head shall make an effort to resolve the problem within a reasonable time, but shall render a decision, in writing, within seven (7) calendar 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 with the Borough Administrator within five (5) calendar days after receipt of the answer at the first step. The Borough Administrator, or his designee, shall set a meeting between the Department Head, the aggrieved employee, and the aggrieved local representative within five (5) calendar days after receiving the request or such other time as is mutually agreeable.

The Borough Administrator's answer to the second step shall be delivered, in writing, to the grievant and the Union within seven (7) calendar days after the meeting.

STEP THREE: If the aggrieved person is not satisfied with the result of the grievance at the second step, he/she 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 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 Union 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 terms and conditions of this Agreement, the Union 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 of 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.

6.3 **REPRESENTATION:** In using the grievance procedure established herein, an employee is entitled, at each step, to be represented by the Union.

6.4 **TIME LIMITS:** Failure by the aggrieved or the Union 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 6-A GRIEVANCE PROCEDURES
MINOR DISCIPLINARY ACTIONS

6.1 **GENERAL:** In those cases involving disciplinary action against a member, which is not appealable pursuant to Civil Service Regulations, the Union, on behalf of the affected member, may obtain the services of the New Jersey State Board of Mediation to mediate the dispute. The decision of the mediator shall not be binding upon the Borough or the affected member. This mediation process may only be invoked after the affected member has exhausted all local appeals provided in Civil Service Regulations and/or the Personnel Manual of the Borough of Freehold.

6.2A **PURGING OF FILES:** An employee may request that letters of warning be removed from his/her official personnel file after two (2) years and letters of reprimand be removed from his official personnel file after four (4) years. If there has been no recurrence of the intent cited in these letters or other incidents resulting in formal disciplinary action, the Borough will honor this request.

6.3A **ACCESS TO PERSONNEL FILE:** An employee has the right to review his official personnel file in the Borough provided that 24 hours notice of the time and date of this review is given. The employee may not remove items from this file without specific permission from the Borough Administrator. The employee must review this file in the Administrator's office.

ARTICLE 7
COMPENSATION

7.1 Effective with the first pay period beginning January 1, 2011, and up to and including the last pay period for the first six (6) month period of 2011, 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/her annual wage amounting to one (1%) percent of his/her base salary.

Effective with the first pay period beginning July 1, 2011, up to and including the last pay period for the year 2011, 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 in June 2011 shall receive an increase in his/her annual wage amounting to one (1%) percent of his/her base salary.

7.2 Effective with the first pay period beginning January 1, 2012, and up to and including the last pay period for the first six (6) month period of 2012, 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/her annual wage amounting to one (1%) percent of his/her base salary.

Effective with the first pay period beginning July 1, 2012, up to and including the last pay period for the year 2012, 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 in June 2012 shall receive an increase in his/her annual wage amounting to one (1%) percent of his/her base salary.

7.3 Effective with the first pay period beginning January 1, 2013, and up to and including the last pay period for the first six (6) month period of 2013, 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/her annual wage amounting to one (1%) percent of his/her base salary.

Effective with the first pay period beginning July 1, 2013, up to and including the last pay period for the year 2013, 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 in June 2013 shall receive an increase in his/her annual wage amounting to one (1%) percent of his/her base salary.

7.4 Effective with the first pay period beginning January 1, 2014, and up to and including the last pay period for the first six (6) month period of 2014, 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/her annual wage amounting to one (1%) percent of his/her base salary.

Effective with the first pay period beginning July 1, 2014, up to and including the last pay period for the year 2014, 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 in June 2014 shall receive an increase in his/her annual wage amounting to one (1%) percent of his/her base salary.

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

7.6 Any employee who has obtained a State license or State certificate which further qualifies the employee in the performance of his/her duties, shall be entitled to an additional salary increment of $400.00 per year. Said increment shall be effective for the first pay period following written verification being given to the Borough Administrator. If the increase is not effective for the first pay period of the year, then the increase shall be pro-rated from the pay period in which it becomes effective.

7.7 Every member employee shall be assigned one of the Job Titles contained in Article 7-A. Each job title, except probationary and training titles, shall have a salary range assigned to it, indicating the minimum and maximum salaries for that title. Some titles may have a salary range indicating a minimum, maximum, and extended salary. A member employed as of January 1, 1998 shall advance through the

salary range toward the extended salary over four (4) years if the salary range has a 20% differential between minimum and maximum, or three years if it has a 15% differential, assuming continued satisfactory job performance and attendance. These salary adjustments will occur on the anniversary date of the employee's permanent Civil Service appointment. Longevity and special certificate/license requirements are not included in these calculations.

A new member employed after January 1, 1998 or an existing member reclassified or promoted after January 1, 1998 will be eligible to receive only the established maximum salary for their job title and not the extended salary, it being the intention of the Borough to establish new salary ranges for these employees without penalizing those existing employees in their specific job titles as of January 1, 1998.

A member employed as of January 1, 2011 shall advance through the salary range toward the maximum salary over eight (8) years.

7.8 A newly hired employee may receive an alternate salary adjustment for their first eighteen (18) months of employment if this alternate was clearly stated as a term/condition of employment.

7.9 **Police Matrons:** Employees who have been certified to serve as police matrons shall be compensated at the annual rate of $850.00. Police matron duties performed during the employee's non-working hours shall be compensated at a minimum of two (2) hour's pay at the regular overtime rate.

ARTICLE 7-A
HOURS OF WORK

Employees with the following job titles shall work a forty (40) hour week:

Building Maintenance Worker (Fire House)
Water Meter Reader
Water/Sewer Repairer
Omni Bus Driver
Sr. Maintenance Repairer
Sr. Water/Sewer Repairer
Sr. Building Maintenance Worker
Sr. Water Plant Operator
Laborer
Truck Driver
Equipment Operator
Sr. Meter Reader
Water Plant Operator
Pump Station Operator

Employees with the following job titles shall work a thirty-five (35) hour week:

Clerk Typist
Clerk Stenographer
Account Clerk
Police Records Clerk
Jr. Library Assistant
Assistant Violations Clerk
Sr. Permit Clerk/Typing
Principal Clerk Stenographer
Deputy Court Clerk
Sr. Account Clerk
Purchasing Assistant
Typist/Cashier
Sr. Clerk Stenographer
Sr. Clerk/Typist
Account Clerk/Cashier
Sr. Library Assistant
Computer Operator
Assessing Clerk/Acct.
Code Enforcement Officer
Sr. Tax Clerk
Court Administrator

ARTICLE 8
LONGEVITY PAY SCHEDULE

In recognition of the dedicated and faithful service to the Borough of Freehold, all employees hired before January 1, 2011 will be entitled to an additional annual increment for years of service as follows:

Employee Length of Service:

	2011	2012	2013	2014
After three (3) years	$ 575*	$575*	$575*	$575*
After five (5) years	750	750	750	750
After ten (10) years	850	850	850	850
After fifteen (15) years	925	925	925	925
After twenty (20) years	975	975	975	975
After twenty-five (25) years	1,075	1,075	1,075	1,075
After thirty (30) years	1,325	1,325	1,325	1,325

Effective January 1, 2011 newly hired employees will be entitled to an additional annual increment upon the completion of ten (10) years of service with the Borough.

*Payment will be made in the last pay in November or the first pay in December. Please note that longevity payments that recognize three (3) years of service are restricted to individuals who are in the employ of Freehold Borough on June 1, 2007.

ARTICLE 9
STAND-BY PROCEDURES

9.1 Employees who are required to be on stand-by status for emergency call-in in the Water and Sewer Department shall be paid two (2) hours of straight time.

9.2 Employees who are required to stand-by for emergency call-in in the Water and Sewer Department for field operations, who live in the Borough, or within one mile of the Borough boundary, may use a Borough vehicle for this stand-by assignment. Said vehicle may not be used for any personal business.

9.3 Employees on stand-by for field operations shall have the use of a portable radio on the police emergency frequency during their off-duty hours of stand-by duty.

ARTICLE 10
OVERTIME

10.1 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. During emergency conditions, employees must report to work when required by their supervisor.

10.2 Overtime opportunities will be distributed as equally and practicable among employees in the same job classification and department.

10.3 For those members working an eight (8) hour day, time and one-half (1-1/2) 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:

A. Work in excess of the regular 40-hour week

B. An employee who works on a holiday listed in Article 11 shall be paid his/her regular rate for the holiday, plus an additional one and one-half (1-1/2) of the employee's regular hourly rate of pay for each hour worked.

C. Overtime pay to an employee who works a prescribed work week of less than forty (40) hours shall be computed at the regular equivalent hourly rate up to forty (40) hours, and time and one-half (1-1/2) for all hours worked over forty (40) hours, in a given assigned week.

10.4 Compensatory time will not be granted for any overtime work unless requested by the employee.

10.5 **EMERGENCY CALL-IN COMPENSATION:** In the event that an employee is required to report for emergency service, that employee will receive overtime compensation in the following manner:

A. If the emergency call-in occurs between the hours of 7:00 a.m. and 8:00 p.m., the employee shall be considered as being on duty for a minimum of two (2) hours from the time he clocks in. If a second emergency call-in should occur during this on-duty time, then this employee will not receive a second guaranteed two (2) hours of overtime; rather, he shall receive overtime only for the actual total time required to correct the conditions causing the two or more emergency call-ins. The employee may, at his option, go home after correcting the condition causing the first emergency call-in with the understanding that if a second or third emergency call-in should occur within this two (2) hour period, then he will not receive a second two (2) hour overtime guarantee.

B. If the emergency call-in should occur between the hours of 8:00 p.m. and 7:00 a.m., and the employee is able to correct the condition causing the emergency in less than two (2) hours, he may clock out and return home with the assignment being completed. If a second emergency call-in should occur, then this call-in shall be considered a new event subject to another two (2) hours of guaranteed emergency overtime.

C. If the emergency call-in should occur prior to the normal start of duty or the established start of scheduled overtime, then the employee shall receive overtime only up to the normal starting time or start time of the scheduled overtime (for example: if the emergency overtime call-in should occur at 6:00 a.m. and the employee is scheduled to start work at 7:00 a.m.) then the employee receives one (1) hour of overtime and the remainder of the required time to correct the condition causing the emergency would be at a straight time rate.

D. For those employees performing work on a scheduled overtime basis, if an emergency call-in should occur during the time of this scheduled overtime, then the guaranteed emergency call-in pay is not in effect, and the required corrective action is made as an extension of the scheduled overtime assignment.

E. Not withstanding any of the above, if an employee responds to an emergency call-in, corrects the problem, returns home, and then receives a second emergency relating to the same problem, a second guaranteed emergency call-in time will not be provided; rather, the second call-in will be considered as an extension of the first emergency call-in.

F. OVERTIME: If a Code Enforcement Officer is required to report to duty during non-working hours, he/she will be compensated for a minimum of two (2) hours at the normal wage if it is less than the weekly forty (40) hour minimum. Overtime rates will be computed for all work in excess of the forty (40) hour standard. In all cases, the Code Enforcement Officer will be entitled to receive compensation for a two (2) hour minimum.

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

10.7 In the event the Borough is closed and non-essential employees are sent home, essential employees who are required to remain at work shall receive hour-for-hour compensatory time in addition to pay for time worked.

ARTICLE 11
HOLIDAYS

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

1. New Year's Day
2. Martin Luther King Day
3. Washington's Birthday
4. Lincoln's Birthday
5. Good Friday
6. Memorial Day
7. Independence Day
8. Labor Day

9. Columbus Day
10. General Election Day
11. Veteran's Day
12. Thanksgiving Day
13. Friday after Thanksgiving Day
14. Christmas Day
15. Friday following when Christmas falls on a Thursday

11.2 If a holiday falls during an employee's vacation, such holiday shall not be charged against his/her vacation time. When any given holiday falls on a Sunday, the Borough will observe it on the Monday after. When any given holiday falls on a Saturday, the Borough will observe it on the Friday before.

11.3 Water Plant Operators shall be governed by Article 22.

ARTICLE 12
VACATIONS

12.1 During the first year of service, an employee working a seven (7) hour or an eight (8) hour day shall earn one (1) working day vacation for each month of service from the date of the employee's regular appointment, up to and including December 31st following such date of appointment up to a maximum of ten (10) days vacation for the calendar year.

12.2 After the first year and up to and including five (5) years of employment, each employee shall have twelve (12) working days of vacation.

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

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

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

12.6 After twenty (20) years of employment, each employee shall have twenty-four (24) working days of vacation. Effective January 1, 2011 newly hired employees shall receive a maximum of twenty (20) days vacation for twenty (20) years of employment.

12.7 During the final year of service wherein an employee becomes eligible and actually receives retirement benefits from the Public Employees Retirement System, the employee may either take his full vacation allotment or receive compensation in lieu of this time off. If an employee should die or resign due to terminal illness, the employee will receive full vacation benefits for his/her last year.

12.8 When an employee resigns in good standing, vacation allotment will be pro-rated in accordance with the actual months worked. The employee may take time off for this pro-rated allotment or receive compensation for it. If the employee had already taken vacation in excess of the pro-rated amount due to him/her, the final paycheck of the employee will be adjusted accordingly. Resignation in good standing requires two (2) weeks' notice.

12.9 Consideration for the effective operation of the employee's respective department determines the scheduling of and the number of employees to be absent at any one time. Employees with the greatest length of service may receive preference in the scheduling of vacations.

12.10 The majority of an employee's vacation must be scheduled by May 1st of the calendar year, and each employee must take his/her vacation as scheduled, subject to reasonable alterations at the consent of the supervisor, if good cause is shown. An employee who does not submit his/her vacation request by May 1st shall have his/her vacation period assigned by the Department Supervisor. Annual vacation leave is not cumulative.

Vacation not scheduled by May 1st of any given year may only be approved after a request has been submitted at least five (5) working days in advance of the anticipated vacation time. Consideration will be given by the Supervisor of the request and the employee notified within two (2) working days. No vacation time, under any circumstance, will be approved unless these procedures are followed.

Vacation time is to be taken during the calendar year it is accrued. However, an employee may request to carry over until March 31 of the next year up to five (5) days of vacation provided that if this vacation is not used by this date it is forfeited. Vacation carried forward shall not be credited toward vacation to be purchased by the Borough if the employee should retire pursuant to 12.7 above. If the work schedule of the Borough precludes the employee from taking this vacation, then the Borough shall purchase the vacation from the employee.

ARTICLE 13
SICK LEAVE

13.1 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.

13.2 Within the first year of service, an employee working a seven (7) or eight (8) hour day shall receive one (1) working day of sick leave, with pay, for each month of service from the date of his/her regular appointment up to and including December 31st following such date of appointment.

13.3 After the first year of employment, each employee shall have fifteen (15) days of sick leave with pay for each calendar year. If an employee should resign or retire during the year, the employee's sick leave allotment for this last year of service shall be prorated in accordance with the actual months worked.

13.4 Sick leave not taken shall accumulate to employee's credit from year to year, and he/she shall be entitled to such accumulated sick leave, with pay, if and when needed.

13.5 When an employee retires, he/she shall be entitled to one-half (1/2) pay for accumulated sick days in an amount not to exceed $15,000.00. 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. Employees with a hire date of January 1, 2011 shall be entitled to one-half (1/2) pay for accumulated sick days in an amount not to exceed $10,000.00.

13.6 **VERIFICATION OF ILLNESS:** An employee who has been absent on sick leave for more than three (3) consecutive work days, or 7 undocumented days in any 12 month period, shall be required to submit a medical certificate from a physician substantiating the illness. This requirement may be waived if the illness is of a recurring nature previously attested to by a physician. If there is reasonable evidence that an employee is abusing his/her sick leave usage, the employee will be so notified of this evidence, and the Borough may require a medical certificate for all subsequent absences due to illness. If the employee takes exception to this requirement, he/she may file a grievance as provided elsewhere in this Agreement in order to substantiate the legitimacy of his/her prior sick leave usage.

13.7 **NOTIFICATION OF ILLNESS:** Failure to notify one's supervisor within sixty (60) minutes at the start of the normal workday is grounds for denial of sick leave for the workday in question. If the absence is a continuation of illness reported the previous day, then the employee must notify his/her supervisor during the workday of their continued illness and anticipated return to work date.

13.8 **DEFINITIONS:** For the purpose of interpretation of the contract document, sick leave is defined to be the absence from duty of an employee because of illness, accident, exposure to contagious disease, or attendance upon a member of said employee's immediate family who is seriously ill and requires care and attendance of said employee. A certificate of a reputable physician in attendance shall be required as sufficient proof of need of leave or leaves of absence of the employee, or the need of the employee's attendance upon a member of the employee's immediate family. In the case of an illness of a chronic or recurring nature causing an employee's periodic or repeated absence from duty for one day or less, only one medical certificate shall be required for every six (6) month period as sufficient proof of need of leave of absence of the employee. However, the certificate must specify that the chronic or recurring nature of the illness is likely to cause subsequent absences from employment. In cases of leave of absence due to contagious disease, a certificate from the New Jersey Department of Health shall be required.

ARTICLE 14
BEREAVEMENT LEAVE

14.1 For those employees working a thirty-five (35) or forty (40) hour week, five (5) days of paid bereavement leave shall be provided for a documented death of a

spouse or child (including foster or stepchild and common law spouse); three (3) days of paid bereavement leave shall be provided for a documented death of father, mother, stepfather, stepmother, sister, brother, mother-in-law, father-in-law, and grandparents; and one day of paid bereavement leave shall be provided for a documented death of an employee's aunt, uncle, niece, nephew, brother-in-law, sister-in-law, grandchildren, son-in-law and daughter-in-law. An employee may take up to two (2) additional days of bereavement leave for those deaths with this leave charged against an employee's sick leave.

Common law spouses and legally established guardianship of children are included in the above definitions.

ARTICLE 15
PERSONAL DAYS

15.1 All employees working a seven (7) hour or eight (8) hour day shall be granted four (4) 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/her representative. The personal days must be used within the calendar year and shall not be cumulative from year to year.

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

ARTICLE 16
UNIFORMS

16.1 The Borough agrees to provide uniforms to employees assigned to the Streets and Roads Department, Water and Sewer Department (except office employees), and full-time Fire Department building service workers through a uniform service wherein the service shall supply, maintain, and clean the uniforms as needed so that an employee has a clean uniform each workday. This uniform shall include pants, long sleeve and short sleeve shirts, a mid-weight jacket and a parka jacket.

16.2 Employees working in the Streets and Roads Department, Water and Sewer Department (except office employees) and Public Buildings and Grounds Department will receive a $130.00 allowance toward the acquisition of safety shoes. Sufficient proof of purchase of the shoes must be presented to the Borough Administrator.

16.3 Employees receiving uniforms and safety shoe reimbursement are required to wear these uniforms and safety shoes while on the job. Borough uniforms are not to be worn off the job except for commuting to and from home. An employee who fails to wear issued clothing and work shoes may be sent home without pay until he presents himself with the required uniform/safety shoes. Safety shoes must have steel toe, steel shank to be eligible for reimbursement.

ARTICLE 17
NO STRIKE, ETC.

17.1 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 Union authorize, assist, take part in, or encourage any such strikes, sit-downs, slowdown, concerted failure to report to duty, work stoppage, or limitation upon production against the Borough. If any employee or group of employees, represented by the Union, should violate the intent of this paragraph, the Union, through its proper officers, shall promptly notify the Borough and such employee or employees, in writing, of its disapproval of such violation.

17.2 The Borough reserves the right to discipline or discharge any employee or employees who violate the provisions of this Article.

17.3 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 Union or its members.

ARTICLE 18
HEALTH INSURANCE/PENSION

18.1 **MEDICAL INSURANCE:** The Borough of Freehold shall provide employees and their dependents, medical insurance through the New Jersey State Health Benefits Plan or a comparable insurance plan, including approved Health Maintenance Organizations.

On June 28, 2011, Pension and Health Benefit Reforms (P. L. 2011 c.78) were legislated by the State of New Jersey. This legislation increases the share of health benefits coverage paid by public employees and retirees who receive employer paid benefits.

The law changes the health care contribution range paid by public employees and retirees who receive employer paid benefits. The law changes the health care contribution standards set in Chapter 2 of 2010, by increasing the amounts contributed and expanding the range of employees and retirees covered by the contribution requirement.

Section 40 applies to those State and Local government units who participate in the State Health Benefits Plan (SHBP). Local Government units who participate in the SHBP premiums shall include Medical and prescription coverage for each level of coverage. Those Local Government units who do not participate in the SHBP premiums shall include medical, prescription, dental and vision, etc. for each level of coverage.

CONTRIBUTION REQUIREMENTS (SECTIONS 42 AND 44)

Section 42 addresses: 1) employee health care contributions for existing employees who were employed on the effective date; 2) a phase-in of contributions; 3) the treatment of employees with Collective Bargaining Agreements; and 4) treatment of employees without a Collective Bargaining Agreement coverage. The following is a summary of employee contribution requirements:

KEY ELEMENTS OF EMPLOYEE CONTRIBUTIONS

As of 6/28/11 health benefits contributions are not negotiable or locally set for four years, or four years from the expiration of any Contracts in effect on 6/28/11.

1. All employees receiving health benefits will contribute to the cost of health benefits.

2. The contribution is phased in at a cost of 25% a year:

   i. Immediately, for employees on 6/28/11 and not subject to a Collective Bargaining Agreement that is in effect.
   ii. When a Collective Bargaining Agreement that is in effect on 6/28/11 expires or is in almost any way modified

The formula is based on:

- Type of coverage: family, employee plus (children, spouse, partner), or individual employee, or their equivalents; and,
- Base salary (the pensionable salary), which determines the percent of premium cost that is contributed for each type of coverage; and,
- Cost of coverage (premium)

When contributions commence, the following applies to all employees:

If the existing 1.5% of base salary contribution (Chapter 2 or other local agreement) is greater than the standard contribution, that amount is paid until the new contribution is greater. It does not add another layer of contributions on top of Chapter 2 requirements, nor does it reduce any locally negotiated higher amount.

a. The four-year phase-in starts upon expiration of the contract. Section 42 applies during the full four-year period as if it were part of the successor contract. Once fully phased-in (after year 4 is completed), the benefit contribution amount can be negotiated locally. At that time, the benefit is to be treated as part of the base contract and can be negotiated as any other benefit.

b. For new employees whose positions are covered by an existing CBA in effect on June 28, 2011, and begin work on or after the effective date they are covered by the contract and their contribution commences upon expiration of the CBA, at which time the four-year phase-in begins. They are treated the same as employees who are already employed and covered by a CBA.

c. Existing contracts that are extended, altered, reopened, amended, or otherwise adjusted are considered new agreements and would be subject to immediate phase-in (42a).

SECTION 125 PLANS:

Freehold Borough is a participant in the Section 125 plan as dictated by law.

WAIVER PAYMENTS:

Chapter 78 does not make any changes to existing law or practice concerning waivers as allowed in N. J. S. A. 40A:10-17.1. Under that law, waivers continue to be limited to "25% or $5,000 whichever is less, of the amount saved (by the local unit), because of an employee's waiver of coverage. Because the calculation is based on the amount saved by the employer, the waiver calculation should first reduce the premium cost by the amount the employee would be contributing if they took the benefit to calculate the waiver amount.

18.2 **PRESCRIPTION GLASSES:** All Borough employees shall, upon receipt by the Borough Administrator of satisfactory documentary evidence, be entitled to a reimbursement of up to one hundred seventy-five dollars ($175.00) 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.

18.3 **LIFE INSURANCE:** The Borough is not obligated to provide any life insurance benefits other than those contained in the Public Employees Retirement System.

18.4 **DENTAL & PRESCRIPTION DRUGS:**

The Borough of Freehold shall provide Dental Insurance for employees and their dependents through Blue Cross/Blue Shield New Jersey Plan No. OD-96208.

Eligible employees may subscribe to the Prescription Drug Program provided by the New Jersey Department of the Treasury – State Health Benefits Insurance Program, or a comparable insurance plan.

18.5 PENSION CONTRIBUTIONS:

PERS member contributions will increase one percent (1%) from 5-1/2% to 6-1/2% immediately (first payroll in October 2011) with an additional one percent (1%) phased-in over 7 years, starting July 1, 2012. This contribution increase "will not" be retroactive.

The law also changes the retirement age for "new" employees (enrolled in the retirement system after the effective date). For PERS members the new retirement age is 65. The only PERS early retirement program will be retirement with at least 30 years of service credit and an allowance reduction of ¼% for each month the employee retires before 65.

ARTICLE 19
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 20
FULLY BARGAINED PROVISIONS

20.1 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 subject to 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.

20.2 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.

20.3 Negotiations shall start no later than November 15, 2014 at the request of the Union for the successor contract.

ARTICLE 21
REPRESENTATION FEE

21.1 The Borough will deduct from each member's paycheck the stipulated Union dues and will transmit this deduction to the Union monthly.

21.2 If an employee does not become a member of the Local Union 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 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.

21.3 Prior to the beginning of each year, the Union will notify the Borough Clerk, in writing, of the amount of the regular membership dues charged by the Union to its own members for that membership year. The representation fee to be paid by non-members shall be equal to eighty-five percent (85%) of that amount.

21.4 The Borough will deduct from the salaries of employees, in accordance with Section 21.5 below, the representation fee and promptly transmit the amount so deducted to the Union.

21.5 The Borough will deduct the representation fee in equal installments, as nearly as possible, from the paycheck paid to each employee on the previously mentioned list during the remainder of this 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 the bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employment of the Borough in a non-bargaining 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.

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

21.7 The Union will notify the Borough, in writing, of any changes in the list provided for in 21.3 above, and such changes will be reflected in any deductions made more than ten (10) days after the Borough received said notice.

21.8 The Union 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 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.

21.9 The Borough will allow the Union Shop Steward to be absent without pay three (3) days per year for Union business. After using these three (3) days, the Borough will provide the Union Shop Steward with two (2) days of paid leave for Union business.

ARTICLE 22
WATER PLANT EMPLOYEES

22.1 For Water Plant employees with an alternate ten (10) hour workday, the standard workweek will involve eight ten (10) hour tours of duty in a 14-day period. Overtime will be computed for work in excess of 80 hours in a 14-day period.

22.2 All leave benefits provided to eight (8) hour workday employees will be converted to hour equivalents and made available to Water Plant Operators to correspond to their work schedule (for example: 15 days of vacation leave equals 120 hours, equals 12 days of vacation for a 10 hour per day employee).

22.3 Any operator on stand-by will receive 2 hours of regular duty pay for each night assignment.

22.4 Water Plant Operators are required to work those holidays that coincide with the pre-established work schedule. If the holiday occurs on an Operator's scheduled workday, the Operator will receive overtime pay for those hours worked and 8 hours of regular pay. If the holiday occurs on an Operator's scheduled day off, the Operator will receive 8 hours of pay for the holiday in addition to any other hours worked in that pay period with all hours over 80 in a two-week work period being at an overtime rate.

ARTICLE 23
PERMANENT PART-TIME EMPLOYEES LEAVE CALCULATIONS

For permanent part-time employees who are members, vacation leave, sick leave, holidays, bereavement leave, and personal days shall be provided with the following formula:

Part-time employees hours worked per week, divided by, full-time hours for comparable employees, equals percentage that is applied to the benefits of a comparable full-time employee.

ARTICLE 24
EDUCATIONAL BENEFITS

24.1 **POLICY:** The Borough of Freehold encourages employees to receive job related training and education through attendance at college courses, civil service programs, seminars, and professional conferences. Leaves of absences and/or reimbursement for educational expenses shall be in accordance with negotiated contracts and/or this Policy.

24.2 No employee should register for a course, which conflicts with the employee's working hours without first receiving approval from his/her Department Head Supervisor or Borough Administrator. Employees may be granted an educational leave with or without pay to pursue special job-related work or training intended to improve his or her abilities. Such training must be of direct value to the Borough of Freehold and limited to providing knowledge of skills, which cannot be provided through available in-service training. Employees requiring special consideration to fulfill required courses for an advanced degree should notify the Borough Administrator.

24.3 Prior approval from the Borough Administrator is required for Borough financial participation to any educational programs that are directly relevant to an employee's job.

24.4 An employee other than a sworn police officer may be entitled to an additional salary increment of $400.00 per year if the employee obtains a State License or State Certification which is germane to the employee's performance of his/her existing duties or the Borough's organizational requirements. Prior to seeking the State License or Certification, the employee should obtain the approval of the Borough Administrator that the license/certification complies with this requirement. The salary increment is not available for licenses/certificates required for a person to be eligible for the position in question since this requirement is encompassed in the

employee's job qualification. State licenses and certifications obtained prior to employment with the Borough will only be eligible for the salary increment if there were a consideration in the terms and conditions of the employment of the particular individual. Said increment shall be effective for the first pay period of the year; the increment shall be pro-rated from the pay period in which it becomes effective. Said increment shall not be retroactively paid due to the failure of any employee to request the increment and/or supply any information required by the Administrator to verify the receipt of the license and/or certification or its relevancy to the Borough.

ARTICLE 25
DIRECT DEPOSIT

Employees shall have the option to have their paycheck electronically deposited into their checking or savings account provided that participation levels for all employees of the Borough makes it economically feasible to implement. The Borough will notify all employees when they can begin submitting information to enroll in direct deposit.

ARTICLE 26
TERM AND RENEWAL

This Agreement shall be in full force and effective as of January 1, 2011 and shall remain in effect until December 31, 2014.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at Freehold Borough, New Jersey on this _____ day of _____ _____, 2012.

COMMUNICATIONS WORKERS OF AMERICA, LOCAL 1032, AFL-CIO

Sandra McGraw, CWA Local 1032 Staff Representative

Adam Keaney, Negotiating Team

Matthew Young, Negotiating Team

Maria Martinez, Negotiating Team

Gail Mason-Massey CWA National Representative

BOROUGH OF FREEHOLD

J. Nolan Higgins, Mayor

Traci L. DiBenedetto, R. M. C.

Joseph B. Bellina, Business Administrator