

**AGREEMENT BETWEEN
THE BOROUGH OF FREEHOLD**

And

COMMUNICATION WORKERS OF AMERICA, LOCAL 1032

January 1, 2022 through December 31, 2026

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This agreement made this First day of November 2023 by and between the Borough of Freehold, a Municipal Corporation of the State of New Jersey, hereinafter referred to as the "Borough", and Local 1032, Communication 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 bargaining agent and representation of full-time employees and permanent part-time employees of Freehold Borough in the following positions:

Clerk Typists	Laborers
Clerk Stenographers	Water Plant Operators
Tax Clerks	Mechanics
Court Clerks	Repairmen
Accounting Clerks	Meter Readers
Bus Drivers	Building Maintenance (Fire House)
Library Assistants	Heavy Equipment Operators
Violation Clerks	Pump Station Operators
Code Enforcement Officers	Equipment Operators
Fire Inspection	Truck Drivers

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
Seasonal Employees	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 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 cooperative 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 Both parties agree that no person shall be subject to unlawful discrimination based on race; national or ethnic origin; color; sex; religion; age; sexual orientation; gender expression or identity; pregnancy; marital status; familial status; economic status or source on income; mental or physical disability or perceived disability; or military service in programs, activities, services, benefits, or employment in connection with this contract. The parties further agree not to discriminate in their employment or personnel policies.

5.2 The Borough and the Union agree not to interfere with the rights of the 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
GREIVANCE 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 certification attesting to the

incapacity of the grievant to file within the prescribed 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 representative shall be set within thirty (30) days after 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 grievant 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, and 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 has exhausted all local appeals provided in Civil Service Regulations and/or the Personnel Manual of the Borough of Freehold.

6.2 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.

6.3 ACCESS TO PERSONNEL FILE: An employee has the right to review his official personnel file in the Borough provided the 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 Administrators office.

ARTICLE 7
COMPENSATION

7.1 Effective with the first pay period beginning January 1, 2022 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 two (2%) percent of his/her base salary.

7.2 Effective with the first pay period beginning January 1, 2023, 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 and increase in his/her annual wage amount to two and three quarters (2.75%) percent of his/her base salary.

7.3 Effective with the first pay period beginning January 1, 2024, 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 and increase in his/her annual wage amount to two and three quarters (2.75%) percent of his/her base salary.

7.4 Effective with the first pay period beginning January 1, 2025, 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 and increase in his/her annual wage amount to two and three quarters (2.5%) percent of his/her base salary.

7.5 Effective with the first pay period beginning January 1, 2026, 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 and increase in his/her annual wage amount to two and three quarters (2.5%) percent of his/her base salary.

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

7.7 Any employee who has obtained a CDL shall be entitled to an additional salary increments of \$500.00 per year and reimbursement for bi-annual physical, up to \$150. Said increment shall 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.

7.8 Any employee who has obtained a State License of State Certification which further qualifies the employee in the performance of his/her duties, shall be entitled to an additional salary increment of \$1000 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.

7.9 Every member employee shall be assigned on 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 employees 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.

7.10 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.

7.11 **Police Matrons:** Employees who have been certified to serve as police matrons shall be compensated at the annual rate of \$1000.00. Police matron duties performed during the employees non-working hours shall be compensated at a minimum of two (2) hours pay at the regular overtime rate.

7.12 Bilingual stipend: employees will receive annually a \$1000.00 stipend if used in the performance of their duties.

**ARTICLE 7-A
HOURS OF WORK**

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

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

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

Clerk Typist	Typist/Cashier
Clerk Stenographer	Sr. Clerk Stenographer
Account Clerk	Sr. Clerk Typist
Police Records Clerk	Account Clerk/Cashier
Jr. Library Assistant	Sr. Library Assistant
Assistant Violations Clerk	Computer Operator

ARTICLES

Sr. Permit Clerk/Typing Principal Clerk	Assessing Clerk/Acct Code
Stenographer Deputy Court Clerk Sr	Enforcement Officer Sr.
Account Clerk Purchasing Assistant	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

	2022	2023	2024	2025
After three (3) years	\$775	\$775	\$775	\$775
After five (5) years	\$850	\$850	\$850	\$850
After ten (10) years	\$950	\$950	\$950	\$950
After fifteen (15) years	\$1125	\$1125	\$1125	\$1125
After twenty (20) years	\$1175	\$1175	\$1175	\$1175
After twenty-five (25) years	\$1275	\$1275	\$1275	\$1275
After thirty (30) years	\$1525	\$1525	\$1525	\$1525

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 of November of 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 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 a personal business.

9.3 Employees on stand-by for field operations shall have the use of a portable radio in 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 employees' 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 and additional one and one-half (1-1/2) of the employees' 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 of 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. Compensatory time must be used within 12 months of earning or paid to 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 7am and 8pm 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 requirements 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 8pm and 7am 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 over time 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 6am and the employee is scheduled to start work at 7am) then the employee received one (1) hour of overtime and the remainder of the required time to correct the condition causing the emergency would be at 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 guarantee emergency call in pay is not in effect. And the required corrective action is made as an extension of the scheduled overtime assignment.
- E. Notwithstanding 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 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) minimum. Overtime rates will be computed for all with in excess of the forty (40) hour standard. In all cases, the Code Enforcement Officer will be entitled to receive compensation for 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 of 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 Hall 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 Years Day
2. Martin Luther King Day
3. Washington's Birthday
4. Lincoln's Birthday
5. Good Friday
6. Memorial Day
7. Juneteenth
8. Independence Day
9. Labor Day
10. Columbus Day
11. Veterans Day
12. Thanksgiving Day
13. Friday After Thanksgiving Day
14. Christmas
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 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, and up to and including ten (10) years of employment, each employee shall have sixteen (16) working days of vacation.

12.4 Beginning with the eleventh (11th) year, and up to and including fifteen (15) years of employment, each employee shall have sixteen (16) working days 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 received retirement benefits from the public employee's 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 prorated in accordance with the actual months worked. The employee may take time off or this pro-rated allotment or receive compensation for it. If the employee has 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 requests 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 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 employment.

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 employees' attendance upon a member of the employee's immediate family. In case of an illness of a chronic or recurring nature causing an employee's periodic or repeated absence from duty or one day or less, only one medical certificate shall be required for every s (6) month period as sufficient proof of need of leave or 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
BEREVEMENT 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: five (5) days of paid bereavement leave shall for provided for a documented death of father, mother, stepfather, stepmother, sister, brother, mother-in-law, father-in-law, grandparents, 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. Bereavement leave must be taken between he date of death to five days after the date of burial.

ARTICLE 15
PERSONAL DAYS

- 15.1 All employees working a seven (7) hour or eight (8) hour day as of the effective date of the Agreement shall be granted five (5) personal days, which shall not be cumulative and shall be granted at regular pay. All employees hired subsequent to the effective date of this agreement 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 the case of emergency.

ARTICLE 16
UNIFORMS/SAFETY SHOES

16.1 The borough agrees to provide uniforms to employees assigned to the Streets and Roads department, Water and Sewer department and full time Fire Department building service workers through a uniform service wherein the service shall supply, maintain, and clean all uniforms as needed so that the employee has a clean uniform each workday. This uniform shall include pants, long sleeve and short sleeve shirts, a mid-weight jacker and 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 \$200.00 allowance towards the acquisition of safety shoes. Sufficient proof of purchase of the shoes must be presented to the Borough Administrator.

16.3 Employees working in Code Enforcement and Fire Prevention will receive:

- a. Year 1 – five (5) each short and long sleeve shirts; one (1) squall type jacket; \$125 towards the purchase of work shoes.
- b. Year 2 – five (5) each short and long sleeve shirts; one (1) parka type jacket; \$125 towards the purchase of work shoes.
- c. Year 3 – five (5) each short and long sleeve shirts; one (1) sweater; \$125 towards the purchase of work shoes.
- d. Year 4 – five (5) each short and long sleeve shirts; one (1) squall type jacket; \$125 towards the purchase of work shoes.
- e. Year 1 – five (5) each short and long sleeve shirts; one (1) parka type jacket; \$125 towards the purchase of work shoes.
- f. Each employee shall receive a jacket and sweater every second year and a parka every third year.

Freehold Borough will make the purchases of the clothing attire. The employee will be reimbursed for the purchase of the shoes at the maximum limits included herein.

16.4 Employees receiving uniforms and safety shoe reimbursements are required to wear 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, ECT

17.1 It is understood that there shall be no strikes, sit downs, slowdowns, work stoppage of limitation upon activity of production during the life of this Agreement, nor shall any officer, representative or official if the Union authorize, assist, take part in or encourage any such strikes, sit downs, slowdowns, concerted failure to report to duty, work stoppage or limitation upon production against the Borough. If any employee of 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 of damages, or both, in the event of such breach by the union of 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.

New Jersey Chapter 78, P. L. 2011 requires that employees who are enrolled in the New Jersey State Health Benefits Program (SHBP) pay a portion of the cost of health benefits coverage based on a specified percentage of medical and prescription drug plan annual premiums.

Contributions were previously phased in over a four (4) year period. The final phase of the health benefit contribution occurred in July 2014. As a result, employees will continue to pay the "Year 4" required percentage of premium for medical and prescription drug coverage. The premiums will change annually. The percentages will remain consistent with the attached schedule promulgated by law. If there are changes to the law, then the parties agree to meet to discuss the changes within sixty (60) days of the effective date of said legislation

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 three hundred dollars (\$300) 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 'A% for each month the employee retires before 65.

ARTICLE 19
SEPARABILITY

If any provision of this Agreement or any applications 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 Either party may file a Notice to Commence Bargaining with the Public Employment Relations Commission (PERC) for a successor Agreement. To that end, the parties agree to schedule an initial bargaining session not later than fifteen (15) days prior to the Contract expiration date.

ARTICLE 21
REPRESENTATION FEE

21.1 The Borough will allow the designated Union Stewards to be absent with pay for four (4) days per year for Union business. CWA will notify the Borough of such events ten (10) business days prior to the event.

New Language as per the WDEA and NJ Law

CHAPTER 15

The Borough shall provide to CWA exclusive access to members of the negotiation's unit.

a. Access includes, but is not limited to, the following:

(1) the right to meet with individual employees on the premises of the Borough during the work day to investigate and discuss grievances, workplace-related complaints, and other workplace issues;

(2) the right to conduct worksite meetings during lunch and other non-work breaks, and before and after the workday, on the employer's premises to discuss workplace issues, collective negotiations, the administration of collective negotiations agreements, other matters related to the duties of an exclusive representative Union and internal Union matters involving the governance or business of the Union.

(3) the right to meet with newly hired employees, without charge to the pay or leave time of the employees, for a minimum of 30 and a maximum of 120 minutes, within 30 calendar days from the date of hire, during new employee orientations, or if the employer does not conduct new employee orientations, at individual or group meetings.

b. Within 10 calendar days from the date of hire of negotiations unit employees, the Borough shall provide the following contact information to the Union in an Excel file format or other format agreed to by the Union: name, job title, worksite location, home address, work telephone numbers, and any home and personal cellular telephone numbers on file with the Borough, date of hire, and work email address and any personal email address on file with the Borough. Every 120 calendar days beginning on January 1, the Borough shall provide the Union, in an Excel file or similar format agreed to by the Union, the following information for all negotiations unit employees: name, job title, worksite location, home address, work, home and personal cellular telephone numbers, date of hire, and work email address and personal email address on file with the Borough.

c. The home addresses, phone numbers, email addresses, dates of birth, and negotiation units and groupings of employees, and the emails or other communications between the Union and their members, prospective members, and non-members, are not government records and are exempt from any disclosure requirements.

P.L.2018, CHAPTER 15 2

e. The Union shall have the right to use the email systems of the Borough to communicate with negotiations unit members regarding collective negotiations, the administration of collective

negotiations agreements, the investigation of grievances, other workplace-related complaints and issues, and internal union matters involving the governance or business of the union.

5. a. All regular full-time and part-time employees of the Borough who perform negotiations unit work shall be included in the negotiation's unit represented by the Union.

c. Employees who are performing negotiations unit work and who are not included in a negotiations unit because they did not meet the threshold of hours or percent of time worked as set forth in a certification of representative, recognition clause or other provision in a collective negotiation's agreement, shall be included in the negotiation's unit by operation of this act, within 90 calendar days from the effective date of this act.

d. The Public Employment Relations Commission shall promulgate rules to implement this section, including rules to resolve disputes over the inclusion of employees performing negotiations unit work in the appropriate negotiation's unit. The rules promulgated by the commission shall provide for the resolution of disputes that arise under this section, within 60 calendar days from the submission of the dispute to the commission by either the exclusive representative employee organization or the public employer.

21.2 The Borough agrees to deduct from the regular paycheck of any employee dues of the Union, which include regular membership dues, initiation fees and assessments, provided the employee submits an authorization card for dues deductions in writing and in proper form to Human Resources. Dues deduction will be reflected in the paycheck for the current pay period, provided the form is received by the payroll and benefits coordinator at least fourteen (14) calendar days prior to the end of the pay period, otherwise to be reflected in the next pay period.

A. Union dues deductions for any employee in this negotiating unit shall be limited to the Union. Employees shall be eligible to withdraw such authorization at any time, to be effective on July 1 following the date the withdrawal request is received by the Borough, or as otherwise provided by law. Withdrawal notifications must be provided at least one payroll period prior to the effective date, or the withdrawal will not be processed until the next effective date. Unless an employee withdraws authorization for the deduction of Union dues, the Borough will continue to deduct dues. The movement of an employee from one title to another title and/or from one division to another division will not affect dues deduction, unless the new title or unit is not represented by the Union.

B. Dues so deducted by the Borough shall be transmitted to the Secretary/Treasurer of the Union together with a listing of the employees included.

Dues will be sent to:

CWA Local 1032

67 Scotch Rd

Ewing, NJ 08628

C. The Union shall certify to the Borough in writing the amount of Union dues and shall notify the Borough of any change in dues structure thirty (30) days in advance of the requested

date of such change. The change shall be reflected in payroll deduction at the earliest time after receipt of the request.

D. On a quarterly basis, the Borough shall provide the Union with a list of employees for whom dues deduction have been discontinued, along with the reason for the discontinuation.

E. Borough Held Harmless

The Union hereby agrees that it will indemnify and hold the Borough harmless from any claims, actions or proceedings brought by any employee which arise from an agreement to deduct Union dues in accordance with this Article.

F. Employee paychecks will separately identify Union dues.

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 eighty (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 two (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 eight (8) hours of regular pay. If the holiday occurs on an Operator's scheduled day off, the Operator will receive eight (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 \$1,000.00 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 their paycheck electronically deposited into their checking or savings account.

ARTICLE 26
SAFETY COMMITTEE

One bargaining unit employee each from the Water and Sewer Department, Streets and Roads Department, and the Water Plant shall be included in the recently formed safety committee.

ARTICLE 27
TERM AND RENEWAL

This Agreement shall be in full force and effect as of January 1, 2022 and shall remain in effect until December 31, 2026.

IN WITNESS WHEREOF, the parties have here unto set their hands and seals at Freehold Borough, New Jersey on this 14th day of January, 2025.

Communication Workers of America
Local 1032, AFL-CIO

Borough of Freehold

Migdalia Santiago
Migdalia Santiago, President

Kevin A. Kane
Kevin A. Kane, Mayor

Julissa Gelpi
Julissa Gelpi, Bargaining Committee Member

Stephen J. Gallo
Stephen J. Gallo, Business Administrator

James McAsey
James McAsey, CWA Int'l Representative

Traci DiBenedetto
Traci DiBenedetto, R.M.C.

Angel Colón 1/14/2024
Angel Colón, Shop Steward