

**Borough of Matawan
Public Session
September 3, 2014**

A regular meeting of the Borough Council of the Borough of Matawan, New Jersey, was held at the Matawan Municipal Community Center, 201 Broad Street, Matawan, New Jersey on September 3, 2014. The meeting was called to order at 7:02 PM by Mayor Buccellato presiding. Mayor Buccellato called the meeting to order, pursuant to Section 5 of the Open Public Meetings Act that adequate notice of this meeting has been provided in the notice which was published in the *Asbury Park Press* on January 17, 2014, by sending notice to *The Independent*, and by posting. Mayor Buccellato requested a roll call.

On roll call the following members responded present:

Yes: Councilman Urbano
Councilwoman Gould
Councilman Fitzsimmons
Councilwoman Clifton
Councilwoman Daly
Councilwoman Angelini

Councilwoman Daly was absent.

Also, present were Louis C. Ferrara, Borough Administrator, Pasquale Menna, Borough Attorney, and Robert Keady, Borough Engineer.

Mayor Buccellato asked everyone to stand for a moment of silence.

Mayor Buccellato asked everyone to stand in the Salute to the Flag.

Privilege of the Floor – Agenda Items Only

Mayor Buccellato opened the Privilege of the Floor – Agenda Items Only.

There were no comments.

Mayor Buccellato closed the Privilege of the Floor – Agenda Items Only.

Mayor Buccellato requested a motion to suspend regular business in order to introduce Jim, Markey, Area Manager for Jersey Central Power & Light. Councilman Fitzsimmons made the motion, seconded by Councilwoman Gould. Council agreed. Motion passed.

Jim Markey, Area Manager, JCPL. Mr. Markey related grant information available through the local school system and current County construction on transmission facilities. Mayor and Council thanked Mr. Markey for all accommodation on Borough issues.

Mayor Buccellato introduced Fire Captain Christopher Lambros.

Captain Christopher Lambros, Washington Engine Company, Chairman of the Borough of Matawan Memorial Committee. Captain Lambros informed the 9/11 Memorial will be held at 7:00 PM at Memorial Park on September 10 due to New Jersey State Firemen Convention in Wildwood, NJ.

Mayor Buccellato then requested a motion to move the meeting back to regular business. Councilwoman Clifton made the motion, seconded by Councilman Urbano. Council agreed. Motion passed.

Old Business

None.

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Clerk's Report

No report.

Mayor's Report

No report.

Administrator's Report

No report.

Attorney's Report

No report.

Engineer's Report

No report.

Police, Fire, Railroad Parking, ADA

No report

Personnel, Development, Construction & Planning/Zoning Board

No report.

Finance and Environmental

No report.

Recreation and Main Street

No report

Property Maintenance, First Aid, Historic Sites, Sanitation/Recycling

No report.

Public Works, Water/Sewer, Shade Tree

No report.

Consent Agenda

Mayor Buccellato requested a motion to hold Resolution 14-09-09. Councilwoman Clifton made the motion, seconded by Councilwoman Angelini. Council agreed. Motion passed.

Mayor Buccellato read by title Resolutions 14-09-02 through and including 14-09-08 requesting a motion to approve en masse. Councilwoman Clifton made the motion, seconded by Councilwoman Angelini. Mayor Buccellato requested a roll call vote. A roll call vote was taken.

Yes: Councilman Urbano
Councilwoman Gould
Councilman Fitzsimmons
Councilwoman Clifton
Councilwoman Angelini

Motion passed.

***RESOLUTION 14-09-02
REDEMPTION OF TAX SALE CERTIFICATE
US BANK AS CUST FOR FNA JERSEY BOI, LLC
CERTIFICATE #13-00060***

WHEREAS, the Borough of Matawan Tax Collector has reported that Tax Sale Certificate #13-00060 which was sold to US Bank as Cust for FNA Jersey BOI, LLC, 50 S 16th St. Ste 1950, Philadelphia, PA 19102; and

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WHEREAS, Certificate #13-00060 has been paid and fully redeemed for the property owner, Block 69, Lot 3.0104 otherwise known as A-4 Cross Rd.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Borough of Matawan, that they hereby authorize payment in the amount of \$3,453.87 and a Premium of \$900.00 to the above for the redemption of Tax Sale Certificate #13-00060.

BE IT FURTHER RESOLVED that a certified true copy of this resolution is forwarded to the Borough's Tax Collector and Treasurer.

**RESOLUTION 14-09-03
REDEMPTION OF TAX SALE CERTIFICATE
US BANK CUST FOR PRO CAP II, LLC
CERTIFICATE #13-00061**

WHEREAS, the Borough of Matawan Tax Collector has reported that Tax Sale Certificate #13-00061 which was sold to US Bank Cust for Pro Cap II, LLC, US Bank TLSG, 50 S 16th St. Ste 1950, Philadelphia, PA 19102; and

WHEREAS, Certificate #13-00061 has been paid and fully redeemed for the property owner, Block 69, Lot 3.0508 otherwise known as E-8 Cliffwood Ave.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Borough of Matawan, that they hereby authorize payment in the amount of \$3,454.01 and a Premium of \$900.00 to the above for the redemption of Tax Sale Certificate #13-00061.

BE IT FURTHER RESOLVED that a certified true copy of this resolution is forwarded to the Borough's Tax Collector and Treasurer.

**RESOLUTION 14-09-04
REFUND OF TAX OVERPAYMENT
328 MAIN STREET – BLOCK 47.02, LOT 45.07**

WHEREAS, the following property has been overpaid for the year 2013; and

WHEREAS, the property owner is due a refund in order to clear the account; and

WHEREAS, the following refund has been verified as accurate by the Tax Collector.

NOW, THEREFORE, BE IT RESOLVED the Council of the Borough of Matawan hereby authorizes the Borough Tax Collector refund according to the following:

<u>Block/Lot</u>	<u>Vendor</u>	<u>Amount of Refund</u>	<u>Notation</u>
47.02/45.07	Corelogic One Corelogic Dr. Westlake, TX 76262	\$1,654.85	Overpaid Due to Double Payment

BE IT FURTHER RESOLVED that a certified true copy of this Resolution shall be forwarded to the following Borough of Matawan Departments: Borough Tax Collector, Treasurer as well as the Property Owner.

**RESOLUTION 14-09-05
REFUND OF TAX OVERPAYMENT
48 DANEMAR DRIVE – BLOCK 47.02, LOT 73**

WHEREAS, the following property has been overpaid for the year 2013; and

WHEREAS, the property owner is due a refund in order to clear the account; and

WHEREAS, the following refund has been verified as accurate by the Tax Collector.

NOW, THEREFORE, BE IT RESOLVED the Council of the Borough of Matawan hereby authorizes the Borough Tax Collector refund according to the following:

<u>Block/Lot</u>	<u>Vendor</u>	<u>Amount of Refund</u>	<u>Notation</u>
47.02/73	Premier Abstract & Tile 1006 Eastpark Blvd. Cranbury, NJ 08512	\$2,116.56	Overpaid Due to Sale of Property

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BE IT FURTHER RESOLVED that a certified true copy of this Resolution shall be forwarded to the following Borough of Matawan Departments: Borough Tax Collector, Treasurer as well as the Property Owner.

**RESOLUTION 14-09-06
AUTHORIZING THE WAIVER OF FEES
MATAWAN ABERDEEN YOUTH FOOTBALL AND CHEER**

WHEREAS, the Matawan Aberdeen Youth Football and Cheer is a recreational organization dedicated to the children of Matawan and Aberdeen; and,

WHEREAS, the Matawan Aberdeen Youth Football and Cheer is in need of use of the Matawan Municipal Community Center (MMCC) Gym for the purpose of taking team and individual photographs, and has provided the necessary paperwork including the Certificate of Insurance and Hold Harmless Agreement as per Borough Ordinances; and

WHEREAS, the Matawan Aberdeen Youth Football and Cheer is requesting the Borough, as an expression of support and encouragement, to waive all fees including room rental and cleaning fees.

NOW, THEREFORE, BE IT RESOLVED that the Council of the Borough of Matawan hereby waives the room rental and cleaning fees for the Matawan Aberdeen Youth Football and Cheer, and grants them permission to use the MMCC Gym on Monday, September 22, 2014,

BE IT FURTHER RESOLVED that a true certified copy of this Resolution shall be forwarded to the following Borough of Matawan Departments: Administration, Clerk, Public Works, Recreation as well as the Matawan Aberdeen Youth Football and Cheer.

**RESOLUTION 14-09-07
RESOLUTION SUPPORTING
THE FOODBANK OF MONMOUTH AND OCEAN COUNTIES
AND DESIGNATING THE MONTH OF SEPTEMBER AS
HUNGER ACTION MONTH**

WHEREAS, hunger and poverty are issues of grave concern in the United States, the State of New Jersey and the Borough of Matawan; and

WHEREAS, the Borough of Matawan is committed to taking steps to raise awareness about the need to combat hunger; and

WHEREAS, the Borough of Matawan is committed to working with The FoodBank of Monmouth and Ocean Counties in educating people about the role and importance of food banks in addressing hunger and raising awareness of the need to devote more resources and attention to hunger issues; and

WHEREAS, more than 131,600 individuals in Monmouth and Ocean Counties rely on food provided by the members of The FoodBank of Monmouth and Ocean Counties annually; and

WHEREAS, the members of The FoodBank of Monmouth and Ocean Counties distributed more than 10 million meals in 2013 through its network of food pantries, soup kitchens, shelters and other community organizations; and

WHEREAS, food banks across the country will host numerous events throughout the month of September to bring awareness and attention to encourage involvement in efforts to end hunger in their local community.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council of the Borough of Matawan, County of Monmouth, State of New Jersey, do hereby recognize September, as **HUNGER ACTION MONTH** in the Borough of Matawan, and call this observance to the attention of our citizens.

**RESOLUTION 14-09-08
AUTHORIZING THE BOROUGH ADMINISTRATOR TO SOLICIT BIDS FOR THE SALE OF HAHN 1250
PUMPER FIRE TRUCK**

WHEREAS, the Borough of Matawan Volunteer Fire Department has determined its 1977 Hahn 1250 Pumper Fire Truck, Serial No. 42242, Model HCP 10, is No Longer Needed for Public Use by the Borough of Matawan and can be sold.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the Borough of Matawan accepts the recommendation of the Borough of Matawan Volunteer Fire Department and authorizes the Borough Administrator to solicit the receipt of bids for the sale of the Hahn Pumper Fire Truck.

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***BE IT FURTHER RESOLVED** that a true certified copy of this Resolution shall be forwarded to the following Borough of Matawan Departments: Administration, Clerk, Finance and Fire.*

New Business

Mayor Buccellato read by title Resolution 14-09-10: Authorizing the Issuance of Business License, Got Spatial, LLC. Mayor Buccellato requested a motion. Councilman Urbano made the motion, seconded by Councilwoman Clifton. Mayor Buccellato requested a roll call. A roll call vote was taken.

Yes: Councilman Urbano
Councilwoman Gould
Councilman Fitzsimmons
Councilwoman Clifton
Councilwoman Anglini

Motion passed.

**RESOLUTION 14-09-10
AUTHORIZING THE ISSUANCE OF BUSINESS LICENSE
GOT SPATIAL, LLC**

***WHEREAS**, Got Spatial, LLC, a prospective tenant for premises located at 771 Route 34, Suite 2, Matawan, New Jersey, has made an application for the issuance of a permit for the engagement of commerce from said unit; and*

***WHEREAS**, Got Spatial, LLC would merely be the tenant at the foregoing premises, and the property owner is Fierro & Sons, Inc.; and*

***WHEREAS**, under the existing Ordinance, the Borough Clerk is unable to issue a mercantile license to transact business from the aforementioned premises inasmuch as the landlord is currently in arrears on property tax payments; and*

***WHEREAS**, the Municipality has adopted an accelerated tax sale program that will address the issue of the tax arrearages without detriment or penalization to the ability of the prospective tenant to transact business; and*

***WHEREAS**, for the good cause shown, it is preferable to secure greater utilization of commercial space while protecting the Municipality's interests through accelerated tax sales.*

***NOW, THEREFORE, BE IT RESOLVED** that the Council of the Borough of Matawan hereby authorizes the Clerk to issue a business license for Got Spatial, LLC effective immediately.*

***BE IT FURTHER RESOLVED** that a true certified copy of this Resolution shall be forwarded to the following Borough of Matawan Departments: Tax Collector, Clerk, Construction as well as Got Spatial, LLC.*

Mayor Buccellato read by title Resolution 14-09-11: Resolution of Support (Concurrence) to New Jersey Department of Transportation Certification of Borough of Matawan Route NJ 79 "No Passing Zone". Mayor Buccellato requested a motion. Councilwoman Angelini made the motion, seconded by Councilwoman Gould. Mayor Buccellato requested a roll call. A roll call vote was taken.

Yes: Councilman Urbano
Councilwoman Gould
Councilman Fitzsimmons
Councilwoman Clifton
Councilwoman Angelini

Motion passed.

**RESOLUTION 14-09-11
RESOLUTION OF SUPPORT (CONCURRENCE) TO
NEW JERSEY DEPARTMENT OF TRANSPORTATION CERTIFICATION OF BOROUGH OF MATAWAN
ROUTE NJ 79 "NO PASSING ZONE"**

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***WHEREAS**, the New Jersey Department of Transportation (NJDOT) recently completed a traffic investigation on Route 79 in the Borough of Matawan; and*

***WHEREAS**, NJDOT investigation revealed the current centerline pavement markings on Route 79 meet and conform to current design standards; and*

***WHEREAS**, NJDOT will update existing records to reflect current No Passing Zone conditions along (US) (NJ) Route 79.*

***NOW, THEREFORE, BE IT RESOLVED** by the Council of the Borough of Matawan of, County of Monmouth, in the State of New Jersey, that it supports the use of a “No Passing Zone” on Route 79 in the Borough of Matawan as recommended by NJDOT.*

***BE IT FURTHER RESOLVED** that a true certified copy of this Resolution shall be forwarded to the following Borough of Matawan Departments: Administration, Clerk, Police, Construction, Fire, First Aid as well as NJDOT as requested.*

Mayor Buccellato read by title Resolution 14-09-12: 2013 Road Improvement Program Contract 2 – Esposito Construction, LLC – Authorizing Change Order No. 7. Mayor Buccellato requested a motion. Councilwoman Angelini made the motion, seconded by Councilman Urbano. Mayor Buccellato requested a roll call. A roll call vote was taken.

Yes: Councilman Urbano
Councilwoman Gould
Councilman Fitzsimmons
Councilwoman Clifton
Councilwoman Angelini

Motion passed.

**RESOLUTION 14-09-12
2013 ROAD IMPROVEMENT PROGRAM CONTRACT 2
ESPOSITO CONSTRUCTION, LLC
AUTHORIZING CHANGE ORDER NO. 7**

***WHEREAS**, T&M Associates has informed the Council that Items B7 and B8 have been reduced to reflect as-built quantities associated with the 2013 Road Improvement Program Contract 2 for a total reduction of One Thousand Nine Hundred Seventy Six Dollars and No Cents (\$1,976.00); and*

***WHEREAS**, T&M Associates has informed the Council that Items A21 and B21 have been increased to reflect as-built quantities associated with the 2013 Road Improvement Program Contract 2 for a total increase of One Thousand Nine Hundred Seventy Five Dollars and Thirty Five Cents (\$1,975.35); and*

***WHEREAS**, 2013 Road Improvement Program Contract 2 Change Order No. 6 reflects a Total Net Change Reduction This Change Order of Sixty Five Cents (\$0.65).*

***NOW, THEREFORE, BE IT RESOLVED** by the Council of the Borough of Matawan, based upon the recommendations of Robert Keady, T&M Associates, hereby authorizes Change Order No. 7 for the 2013 Road Improvement Program Contract 2, a Net Change Reduction This Change Order in an amount not to exceed Sixty Five Cents (\$0.65).*

***BE IT FURTHER RESOLVED** the Mayor of the Borough of Matawan is hereby authorized to execute the attached contract modification proposal and acceptance.*

***BE IT FURTHER RESOLVED** that a true certified copy of this Resolution shall be forwarded to the following Borough of Matawan Departments: Administration, Finance, Public Works, Clerk as well as the Borough Engineer, T&M Associates and Esposito Construction, LLC.*

Mayor Buccellato read by title Resolution 14-09-13: Borough of Matawan – Monmouth County Corrective Action Report for 2013 Audit Report. Mayor Buccellato requested a motion. Councilman Fitzsimmons made the motion, seconded by Councilwoman Angelini. Mayor Buccellato requested a roll call. A roll call vote was taken.

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Yes: Councilman Urbano
Councilwoman Gould
Councilman Fitzsimmons
Councilwoman Clifton
Councilwoman Angelini

Motion passed.

**RESOLUTION 14-09-13
BOROUGH OF MATAWAN – MONMOUTH COUNTY
CORRECTIVE ACTION REPORT FOR 2013
AUDIT REPORT**

1. Audit Comment 2013-1: *The General Ledger did not contain the appropriate closing entries*

Department: Finance/Monica Antista

Description of Circumstances: The auditor determined the General Ledger did not contain the appropriate closing entries

Corrective Action: Care will be taken to ensure accurate accounting be maintained for all General Ledger accounts.

Date of Implementation: August – December 2014

2. Audit Comment 2013-2: *Interfund balances existed at year end*

Department: Finance/Monica Antista

Description of Circumstances: Interfund balances existed at year end

Corrective Action: Continuing efforts are being made to ensure the liquidation of all necessary interfunds prior to year-end. I am working to rectify several that were done in previous years that still remain on our books and are soon to be removed.

Date of Implementation: November 2014 to February 2015

*Respectively submitted
August 27, 2014*

*Monica A. Antista
Chief Financial Officer/Treasurer*

Mayor Buccellato read by title Resolution 14-09-14: Payment of Bills. Mayor Buccellato requested a motion. Councilman Fitzsimmons made the motion, seconded by Councilwoman Angelini. Mayor Buccellato requested a roll call. A roll call vote was taken.

Yes: Councilman Urbano
Councilwoman Gould
Councilman Fitzsimmons
Councilwoman Clifton
Councilwoman Angelini

Motion passed.

**RESOLUTION 14-09-14
PAYMENT OF BILLS**

BE IT RESOLVED by the Mayor and Council of the Borough of Matawan, New Jersey. That the following numbered vouchers be paid to the persons therein respectively and hereinafter named, for the amounts set opposite their respective names, and endorsed and approved on said vouchers and that warrants be issued therefore, directed to the Borough Collector signed by the Mayor and attested by the Borough Clerk as required by law.

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<i>Current</i>	<i>\$1,650,382.64</i>
<i>Water & Sewer</i>	<i>\$66,420.72</i>
<i>Borough Capital</i>	<i>\$259,474.98</i>
<i>Water Capital</i>	<i>\$3,229.52</i>
<i>Borough Trust</i>	<i>\$12,707.43</i>
<i>Developers Escrow Account</i>	<i>\$1,613.79</i>
<i>Law Enforcement Trust</i>	<i>\$5,764.27</i>
<i>Railroad Parking Trust</i>	<i>\$11,720.00</i>
<i>Recreation Trust</i>	<i>\$2,297.80</i>
<i>Total</i>	<i>\$2,013,611.15</i>

***BE IT FURTHER RESOLVED** that a true certified copy of this Resolution shall be forwarded to the following Borough of Matawan Departments: Finance as well as the Borough Auditor.*

Mayor Buccellato read by title Resolution 14-09-15: Authorizing the Mayor to Proceed to Execute and Implement the Current Proposed Negotiated Agreement With the International Brotherhood of Electrical Workers (IBEW). Mayor Buccellato requested a motion. Councilwoman Angelini made the motion, seconded by Councilman Urbano. Mayor Buccellato requested a roll call. A roll call vote was taken.

Yes: Councilman Urbano
Councilwoman Gould
Councilman Fitzsimmons
Councilwoman Clifton
Councilwoman Angelini

Motion passed.

***RESOLUTION 14-09-15
AUTHORIZING THE MAYOR
TO PROCEED TO EXECUTE AND IMPLEMENT THE CURRENT PROPOSED NEGOTIATED
AGREEMENT WITH THE
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS (IBEW)
January 1, 2014 through December 31, 2016***

***WHEREAS**, the Borough of Matawan and the International Brotherhood of Electrical Workers (IBEW) have completed extensive negotiations toward the finalization of a new contract; and,*

***WHEREAS**, the Borough of Matawan Labor Attorney has recommended that the Borough of Matawan enter into the proposed negotiated agreement; and,*

***WHEREAS**, the IBEW has indicated its willingness to accept the proposed negotiated agreement; and,*

***WHEREAS**, the financial resources are available to implement the terms of the proposed negotiated agreement.*

***NOW, THEREFORE, BE IT RESOLVED** by the Council of the Borough of Matawan that the Mayor be and is hereby authorized and instructed to proceed to execute and implement the proposed negotiated agreement with the IBEW pursuant to the terms and conditions attached hereto and made a part hereof.*

***BE IT FURTHER RESOLVED** that a true certified copy of this Resolution shall be forwarded to the following Borough of Matawan Departments: Administration, Clerk, Finance, Public Works as well as the IBEW.*

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CONTRACT

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
IBEW LOCAL 400**

AND THE

BOROUGH OF MATAWAN

JANUARY 1, 2014 THROUGH DECEMBER 31, 2016

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THIS AGREEMENT made this _____ day of _____, 20__ by and between The Borough of Matawan, a municipality in the County of Monmouth, State of New Jersey, hereinafter called the "Employer" and International Brotherhood of Electrical Workers, Local Union #400 hereinafter called the "Union."

WITNESSETH:

WHEREAS, it is the intent and purpose of the parties hereto to promote and improve the harmonious and economic relations between the Employer and its employees, to establish a basis understanding relative to rates of pay, hours of work and other conditions of employment consistent with the law and established practices not modified by this Agreement.

NOW, THEREFORE, in consideration of these promises and mutual covenants herein contained, the parties hereto do agree with each other with respect to the employees of the Employer recognized as being represented by the Union as follows:

**ARTICLE I
RECOGNITION AND SCOPE OF AGREEMENT**

Section 1:

This Agreement shall take effect January 1, 2014 and shall remain in effect until December 31, 2016, unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from January 1, through December 31 of each year, unless changed or terminated in the way later provided herein.

Section 2:

- (a) Either party desiring to change or terminate this Agreement must notify the other, in writing, at least ninety (90) days prior to the anniversary date.
- (b) The existing provisions of the Agreement shall remain in full force and effect until a conclusion is reached in the matter of the proposed changes.

Section 3:

The Employer hereby authorizes the Union as the sole and exclusive representative of all the employees of the bargaining unit as defined in Article I, Section IV herein for the purposes of collective bargaining and all activities and processes relevant thereto.

Section 4:

The bargaining unit shall consist of all blue collar permanent employees of the Borough of Matawan, excluding managerial executives, professional employees, craft

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employees, supervisors within the meaning of the New Jersey Employer Employee Relations Act, policemen, white collar employees, confidentials and crossing guards. The parties recognize that there may be disputes concerning certain titles being included or excluded from the bargaining unit. Neither party waives or restricts its right to seek and obtain a clarification from the Public Employment Relations Commission ("PERC") of said titles.

Section 5:

This Agreement shall govern all wages, hours and other conditions of employment herein set forth.

Section 6:

This Agreement shall be binding upon the parties hereto.

**ARTICLE 2
COLLECTIVE BARGAINING PROCEDURE**

Section 1:

Collective bargaining with respect to rates of pay, hours of work and other conditions of employment shall be conducted by the duly authorized bargaining agent of each of the parties. Unless otherwise designated, the Mayor of the Employer or his designees and the Chairman of the Union unit or his designees shall be the respective bargaining agent for the parties.

Section 2:

Collective bargaining meetings shall be held at times and places mutually convenient at the request of either party.

**ARTICLE 3
DUES CHECK-OFF**

Section 1:

It is agreed pursuant to the "New Jersey Employer-Employee Relations Act" as amended, that all non-members of the Union shall pay to the Union a representation fee in lieu of dues for services rendered by the Union in the amount equivalent to the regular membership dues, initiation fees and assessment charged by the Union to its own members, less the cost of benefits financed through dues, fees and assessments and available to or benefiting only its members.

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Section 2:

The Borough shall deduct employees' Union dues or representation fee based on Chapter 233 Laws of 1969 from employees' salary authorizing the same in writing under the following conditions:

- A. Upon receipt of duly signed authorization, the Borough shall deduct membership dues and remit the dues deducted as directed on the Authorization Card.
- B. The amount of monthly dues will be certified in writing by the Union and the amount shall be uniform for all members.
- C. No deduction will be made for any month in which there is insufficient pay available to cover same after all other deductions required by law have been made. They shall be deducted when pay is sufficient, in any payroll week, or payment of dues may be made by personal check to the Union if pay is not sufficient.
- D. Dues deducted from employees' pay will be transmitted by check as directed as soon as practicable after the deductions have been made.
- E. A new dues deduction Authorization Card will automatically cancel any prior deduction authorization on file with the Borough.
- F. The Union shall indemnify the Borough and any Department of the Borough and hold it harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action taken by the Borough or any Department of the Borough for the purpose of complying with the provisions of this Article.

**ARTICLE 4
CONDUCTING ASSOCIATION BUSINESS ON EMPLOYER'S TIME**

SECTION 1:

The Employer shall permit a member of the Union Grievance committee to conduct the business of the Committee, which consists of conferring with the employees and management on specific grievances in accordance with the Grievance Procedure set forth herein. The grievance Committee member will be granted reasonable time to a limit of one (1) hour during duty hours without loss of pay and with prior approval of his department head or designee, and providing the conduct of said business shall not diminish the effectiveness of his department or require the recall of any other employees to bring that department to its proper effectiveness. Said time off may only be granted after the grievance has been formally presented in writing.

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Section 2:

The Employer shall permit members of the Union Negotiating Committee to attend collective bargaining meetings during the duty hours of the member. However, when practicable, the negotiations session will be set during off-duty hours.

**ARTICLE 5
DISCRIMINATION AND COERCION**

Section 1:

There shall be no discrimination, interference or coercion by the Employer of any of its agents against the employees represented by the Union because of membership or activity in the Union. The Union shall not intimidate or coerce employees into membership. Neither the Employer nor the Union shall discriminate against any employee because of race, creed, color, sex, national origin or political affiliation.

Section 2:

Where the word "he" is used in this Agreement, it shall mean both sexes.

**ARTICLE 6
INTRODUCTORY PERIOD**

Section 1. New Employees

Each new employee shall serve an introductory period of ninety (90) calendar days. At the completion of thirty (30) and sixty (60) days, the employee's department head shall prepare a performance report and recommend the retention or dismissal of the introductory employee. These reports shall be submitted to the departmental Committee Chairperson.

If at the end of ninety (90) calendar days, the introductory employee shall have been deemed to have successfully completed his introductory period by the department head and the Committee Chairperson, the employee shall be granted all rights and privileges pertaining to his employment or position.

If, however, at the conclusion of the introductory period, the employee has been deemed to not have successfully completed the introductory period, the employee shall be dismissed. Nothing contained in this article shall be construed to prohibit the suspension or dismissal of an introductory employee at any time. At the time of dismissal the Borough Administrator and/or to Department Head will meet informally with the Business Agent, Shop Steward, and introductory employee to discuss the Boroughs decision related to dismissal. The dismissal of an introductory employee shall not be applicable to the grievance procedure. Except as otherwise provided by applicable law, the existence of an introductory period or the completion of the

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introductory period does not alter an employee's at-will employment relationship with the Borough.

**ARTICLE 7
SENIORITY**

Section 1. Definition of Seniority

Seniority shall, for purposes of this Agreement, be defined as an employee's length of continuous full-time service since their last date of hire, less any adjustments due to lay-off, approved leaves of absence without pay (unless otherwise agreed by the Borough), or other breaks in service. Seniority will not accrue when an employee is off the job due to a strike or other form of work stoppage. In the event of a reduction in work force, least senior employees will be terminated or laid off first.

**ARTICLE 8
WORK RULES**

Section 1:

The Borough may prepare, issue and enforce rules and safety regulations necessary for safe, orderly and efficient operation.

**ARTICLE 9
GRIEVANCE PROCEDURE**

Section 1:

- A. A grievance is a claimed breach, misinterpretation or improper application of the terms of this Agreement; or
- B. A claimed violation, misinterpretation, or misapplication of rules or regulations, existing policy, or orders applicable to the Department.

Section 2:

If, at any step in the grievance procedure, Management's decision is not appealed within the appropriate time, such grievance will be considered closed and there shall be no further appeal or review.

GRIEVANCE STEPS

Section III:

Step 1. The Business Agent of the Union or his duly authorized and designated representative within fifteen (15) working days of becoming aware of a grievance circumstance shall present in writing the grievance or grievances to the department head or his designee. The department head or his designee shall answer the grievance

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in writing within fifteen (15) working days of receipt of the grievance. Any of the time frames listed in the Grievance Steps may be extended by written agreement of both parties.

Step 2. If the grievance is not resolved at Step 1, or if no answer has been received by the Union within the time set forth in Step 1, the Union shall present the grievance or grievances in writing to the Borough Council within ten (10) working days of receipt of the Step 1 answer. This presentation shall set forth the position of the Union, and at the request of either party, discussion may ensue. The Borough Council shall answer the grievance in writing within twenty-one calendar (21) days after receipt of the grievance setting forth the position of the Employer.

Step 3. If the grievance has not been settled by the parties by Step 2 of the grievance procedure or if no answer in writing by the Mayor and Borough council has been received by the Union within the time provided in Step 2, the Union may demand arbitration of the grievance within thirty calendar (30) days as set forth in Article 10, "Arbitration," hereinafter set forth.

Section 4:

Nothing herein is intended to deny any employee the right of appeal as expressly granted in Title 40A of the revised New Jersey Statutes.

**ARTICLE 10
ARBITRATION**

Section 1:

If the grievance is not settled under Article 9, such grievance shall, at the request of the Union or the Employer, be referred to the State Board of Mediation for selection of an Arbitrator according to its rules. The decision of the arbitrator shall be binding. It is understood between both parties that the failure to conclude contract negotiations shall not be a matter subject to the grievance procedure. Binding arbitration shall not apply to the contract negotiation's process.

Section 2:

All submissions to arbitration must be made within thirty calendar (30) days.

Section 3:

The arbitrator shall not have the power to add to, subtract from or modify the provisions of this Agreement or laws of the State. He shall confine himself to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to him, nor shall he submit observations or declarations or opinions that are not relevant in reaching the determination. The decision or award of the arbitrator shall be binding and consistent with applicable law and this Agreement. In no event shall the same question or issue be the subject of arbitration more than once.

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The arbitrator may prescribe an appropriate back pay remedy when he finds a violation of this Agreement, provided such remedy is permitted by law and is consistent with the terms of this Agreement. The arbitrator shall have no authority to prescribe a monetary award as a penalty for a violation of this Agreement. The fees and expenses of the Arbitrator and recording of the procedure shall be divided equally between the parties. Any other cost of this proceeding shall be borne by the party incurring the cost.

**ARTICLE 11
HOURS OF WORK-SHIFTS**

Section 1 - Normal Work Day:

The normal work day for all employees shall be eight (8) hours work between the hours of 7:00 a.m. and 3:00 p.m., with thirty (30) minutes for lunch period between 12:00 noon and 1:00 p.m. Five (5) such days, Monday through Friday, shall constitute a forty (40) hour week.

Section 2 - Building and Grounds:

The exception to the previously outlined work day shall be second shift work as assigned for Building and Grounds personnel at Borough owned properties. The work day for employees performing second shift services shall be eight (8) hours work between the hours of 3:00 p.m. and 11:00 p.m., with thirty (30) minutes for lunch period between 8:00 p.m. and 9:00 p.m., Monday through Friday, constituting a forty (40) hour week.

Section 3 - Water Department:

A further exception to the previously outlined work day shall be an altered work week for the Water Department personnel at the Borough water plant.

A five (5) day workweek shall only be worked during the time that the Matawan Borough water treatment facility is operational. The workweek shall be established as follows.

- 3.1. Water department employees shall work eight (8) hours daily between the hours of 7:00 AM and 3:00 PM. Lunch periods shall be thirty (30) minutes between 12:00 PM and 1:00 PM Monday through Friday. This shall constitute a forty (40) hour workweek.
- 3.2. One (1) employee of the water department shall work the same hours except that the workweek shall be Tuesday through Saturday constituting a forty (40) hour workweek.
- 3.3. The scheduling of the personnel to the different work weeks shall be determined by the employees, their immediate supervisor and in consultation with the Borough Administrator.

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All other terms of this contract shall remain in effect during the operation of the five (5) day week.

Section 4:

All work performed outside of the stated hours and the first eight hours on Saturday will be paid at time and one-half of the regular straight time rate. Sundays and holidays as prescribed in Article 13, or days celebrated as such shall be paid at double the straight time rate.

Section 5:

If it becomes necessary to work an additional shift, in addition to the employee's regular hours, Monday through Friday, the first eight hours of each of the five (5) days shall be at the, straight time rate. Any work performed outside of these hours shall be paid at the overtime rate. An additional shift shall consist of five consecutive days at eight hours per day.

Section 6:

A lunch period of thirty (30) minutes shall be allowed on each eight hour work day.

Section 7:

All overtime work required after the completion of an employee's regular shift shall be paid in keeping with the terms and conditions outlined in Article 12 of this Agreement.

Section 8:

There shall be no pyramiding of overtime rates and double the straight time rate shall be the maximum compensation for any hour worked.

**ARTICLE 12
OVERTIME**

Section 1:

An employee shall be entitled to overtime at the rate of one and one-half (1½) times his regular rate only after said employee has worked eight hours any given work day or forty (40) hours in any given work week. Vacation and holidays are to be considered time worked in the above matter.

Section 2:

No employee shall work in excess of his prescribed work day unless said overtime is authorized by his department head or designee. Overtime will be distributed

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by the department head or his designee and will be distributed equally among the members covered by this Agreement. All personnel who are properly trained are required to be on the overtime rotation. The department head shall provide the Shop Steward with a listing of overtime distribution for the previous pay cycle within ten (10) days of the distribution of payroll.

Section 3:

Except as otherwise provided in Article 11, any work performed in excess of eight hours on Saturday shall be at the rate of double time. Sundays and holidays shall be paid at the rate of double time. These overtime rates shall apply to any work performed outside the regularly scheduled shift.

Section 4:

In the event that any employee is called to duty on what is normally his off-duty hours, he shall be paid overtime at the rate herein prescribed, for a minimum of four (4) hours.

Section 5:

Where possible and except in the case of emergency, a two (2) hour notification period should be given to an employee prior to his working overtime.

Section 6:

Employees covered by this Agreement shall be entitled to a meal, paid for by the Borough of Matawan, when they work ten (10) continuous hours through two meals. Employees shall submit a voucher and a copy of the bill as proof of payment.

Section 7:

The above shall be subject, however, to any state or federal law or regulation which may now or in the future be enacted to the contrary.

**ARTICLE 13
HOLIDAY - PERSONAL LEAVE**

Section 1:

Each employee covered by this Agreement shall receive the following holidays:

1. New Year's Eve (one-half day)
2. New Year's Day
3. Martin Luther King Day
4. President's Day
5. Good Friday
6. Memorial Day

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7. Fourth of July
8. Thanksgiving Day
9. The day after Thanksgiving Day
10. Labor Day
11. Columbus Day
12. Election Day
13. Veteran's Day
14. Christmas Eve (one-half day)
15. Christmas Day

Section 2: Payment for Holidays:

The above mentioned holidays shall be included in the employee's regular pay period.

Section 3: Observance of Holidays that fall on Saturday or Sunday:

Holidays which fall on Saturday will be observed the day before on Friday, and holidays which fall on Sunday will be observed the day after on Monday.

In regard to the one half day holiday allocated for the day before Christmas and New Years Eve; when either of these holidays falls on a Saturday, the half-day prior shall be recognized as Thursday. When either of these holidays falls on Sunday, the half-day prior shall be recognized as Friday.

Section 4: Personal Leave

Employees covered by this Agreement shall be entitled to five days personal leave each year.

Section 5:

Military Leave:

- A. Military leave shall be granted in accordance with applicable state and federal law.
- B. Persons covered by this provision: Any full-time employee who is a member of the National Guard, International Guard or a reserve component of any of the Armed Forces of the United States and is required to engage in an annual field training as is authorized by law.
- C. It will be the employee's responsibility to obtain a statement from his/her commanding officer certifying the amount of compensation he/she received while in military service. If the employee's military pay for the training is less than his/her gross base earnings for a like period the Borough will pay the difference to the employee for a period not exceeding

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15 consecutive calendar days of training. Such leave of absence shall be in addition to authorized vacation. Any military training in excess of the two weeks annual field training shall be scheduled on the employee's non-duty time.

**ARTICLE 14
JURY DUTY**

Section 1: Attendance in Court

An employee will be granted jury duty leave with pay and should inquire about the duration of the jury trial. Employees shall advise their supervisor within two business days after receipt of notification to appear for jury duty.

- A. The employees will receive their regular wages. When they have completed their jury day prior to 12:00 noon, they are expected to return to work. When an employee fails to return to work, after the completion of jury duty, the time not spent at work will be considered use of personal time.
- B. Although the employees will receive their entire pay, the time slip must be submitted to the Clerk's office. The nominal fees an individual receives for jury duty are recognized as being paid to cover travel expenses and are not reimbursable to the Borough.

Witness Duty Leave of Absence

The Borough is aware that employees may be subpoenaed to appear as witnesses in trials before the court. For personal matters, employees will use available personal or vacation days.

**ARTICLE 15
BEREAVEMENT LEAVE**

Section I:

Each employee shall be granted four (4) days leave with pay upon death of a member of his immediate family. A fifth day may be granted by the Committee Chairperson if needed. Immediate family shall be defined as father, mother, sister, brother, husband, wife, daughter, son, father-in-law, mother-in-law, grandparents of employee and spouse, or relative living under the same roof. Employees shall be granted two days off with pay to attend the funeral of any other relative as approved by the Committee Chairperson.

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**ARTICLE 16
VACATIONS**

Section 1:

Each employee hired prior to January 1, 1997 who has had the length of continuous employment specified in the table following shall be entitled to the working time shown as vacation with pay at his regular rate of pay.

EMPLOYEES HIRED PRIOR TO JANUARY 1, 1997

<u>LENGTH OF EMPLOYMENT</u>	<u>VACATION TIME</u>
One to five years	10 days - (2 weeks)
Six to ten years	15 days - (3 weeks)
Eleven to fifteen years	20 days - (4 weeks)
Sixteen to twenty years	25 days - (5 weeks)
Twenty-one years or over	30 days (6 weeks)

EMPLOYEES HIRED ON OR AFTER JANUARY 1, 1997

One to End of Five Years	10 days - (2 weeks)
Six to End of Ten years	15 days - (3 weeks)
Eleven Years to End of Employment	20 days - (4 weeks)

Section 2:

Eligibility for vacation shall be computed as of the first day of the month in which the individual employee was hired. Vacation time shall not be cumulative from year to year. However, the Borough recognizes the need might arise for an individual to carry over a given amount of vacation time from one year to the next. The Employer shall grant any individual employee an opportunity to appear before the Borough Council with a special request for the carry-over of a maximum of one (1) year's vacation under specific individual circumstances. The Borough Council reserves the right to either approve or deny the request based solely upon the Council's discretion.

No employee shall lose vacation time by virtue of being required to work during his or her scheduled vacation. All requests for vacation or leave of absence shall be acted and decided upon within fifteen (15) days and all vacation time must be approved in advance by the Superintendent of Public Works and the Borough Administrator. Requests for vacation will not be unreasonably denied.

**ARTICLE 17
SICK LEAVE**

Section 1:

Sick days may be utilized by full-time employees when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease.

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Section 2:

- A. Accumulated sick days may be used by an employee for personal illness, illness in his "immediate family", which requires his attendance upon the ill person, quarantine restrictions, pregnancy, or disabling injuries. "Immediate family" means spouse, child, parent or unmarried brother or sister, or dependent living under the same roof. In the first year of employment, an employee shall be entitled to one sick day for each month of employment. Thereafter, sick days shall accumulate on the basis of one and one-quarter (1¼) days per month or fifteen (15) days per year; sick days may be accumulated from year to year, but not to exceed 260 days of earned sick days.
- B. Unused accumulated sick days shall be dealt with in accordance with Borough ordinance in effect on January 1, 1987 and amended March 4, 1997, copies of which are attached and made part of this Agreement.
- C. In connection with any application for sick leave of absence pursuant to this Section, the duration of any claimed disability shall be evidenced by certificates of a physician designated by the Mayor and Council to examine the applicant.

Section 3:

- A. If an employee is absent for reasons that entitle him to use of sick days, he shall notify his supervisor no later than one (1) hour prior to his usual reporting time.
- B. Failure to notify his supervisor may be cause for denial of the use of sick days for that absence and constitute cause for disciplinary action.
- C. Absence without notice for five (5) consecutive days shall constitute a resignation.

Section 4:

- A. An employee who has been absent using sick days for five (5) or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness.
- B. An employee who has been absent using sick days totaling ten (10) days in one (1) calendar year shall submit acceptable medical evidence for the use of any additional sick days in that year unless such illness is of a chronic or recurring nature requiring absences of one (1) day or less, in which case only one (1) certificate shall be necessary for a period of six (6) months.

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- C. The employee's department head may require proof of illness of an employee's use of sick days whenever such requirement appears reasonable.
- D. In case of sick leave of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required.
- E. The department head may require an employee who has been absent because of personal illness, as a condition of his return to duty, to be examined, at the expense of the Borough of Matawan, by a physician designated by the Committee. Such examination shall establish whether the employee is capable of performing his normal duties and that his return will not jeopardize the health and safety of other employees.
- F. Abuse of sick days shall be cause for disciplinary action.

**ARTICLE 18
ABSENTEEISM AND TARDINESS**

Regular attendance at work, reporting on time, and completing the required hours of work are necessary for each employee so that the Borough may meet its commitments. The Borough recognizes that circumstances beyond the employee's control may cause him or her to be absent from work for all or part of a day. The Borough, however, will not tolerate unexcused absence or tardiness.

All employees are expected to come to work regularly and on time, and notify their supervisors when they are unable to do so. Attendance and punctuality will be considered, among other factors, in the employees performance review.

**ARTICLE 19
INSURANCE**

Section 1:

The Borough shall secure accident and liability insurance for all employees to provide a defense for all actions brought against an employee by a third party as a result of Borough employment. The Borough will not indemnify any employee for punitive or compensatory damages, attorney fees or other expenses incurred by reason of the commission of a criminal act or an intentional tort by an employee.

Section 2: Hospitalization, Medical, Surgical Coverage and Life Insurance

Qualifying Employees and their dependents shall be provided medical, dental and prescription insurance through the State Health Benefits Plan ("SHBP") or the equivalent. All employees shall contribute to their health benefits in accordance with Chapter 78, P.L. 2011.

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The Employer reserves the right to change insurance carriers or implement a self-insurance program so long as substantially similar benefits are provided. The Borough will provide the Union Shop Steward with a written notice 45 days in advance of the implementation of the new program.

Section 3: Eye Care

The Borough shall assume the cost of providing each employee with an eye examination, at an optometrist selected by the Borough, once every twenty-four months. The Borough shall grant each employee an allowance of \$200.00 toward the cost of one pair of prescription glasses in each twenty-four month period, one half of the members of the bargaining unit shall be eligible for this benefit in each calendar year of this Agreement. The Borough shall not be required to pay for more than one eye examination or pay more than one eyeglass allowance for any employee in any twenty-four month period.

Section 4: Worker's Compensation Insurance

The Employer shall maintain in full force and effect, Worker's Compensation Insurance for all employees covered by this Agreement.

**ARTICLE 20
RETIREMENT BENEFIT**

Section 1:

It is agreed that, at the time of retirement, the Borough will purchase back accumulated unused sick days for any employee covered by this Agreement up to a maximum of 260 days at half pay for a maximum of \$10,000.00.

Section 2:

The Borough shall continue to provide paid health care, dental, eyeglass, prescriptive drug plan insurance benefits to retired employees of the Borough, and their spouses, who were on the payroll prior to January 1, 1999. Employees hired after January 1, 1999, will receive paid medical retiree benefits, but spousal and dependent coverage shall be available only upon the purchase of the premium charged for such coverage. Employees hired on or after January 1, 2010 will receive paid medical retiree benefits after twenty-five (25) continuous years of full-time service in good standing with the Borough. Spousal and dependent coverage shall be available only upon the purchase of the premium charged for such coverage. Benefits will be provided subject to the requirements of Ch. 78, PL 2011. Employees with twenty (20) years of service with the Borough as of the effective date of Ch. 78, PL 2011 (June 28, 2011) will not be required to contribute for such benefits upon his/her retirement.

Section 3:

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Retired employees entitled to medical insurance benefits described in Section 2, as per past practice, are required to enroll in Medicare upon reaching age 65 and will be responsible for any premium costs associated with Medicare coverage. The Borough coverage will become secondary to Medicare upon a retired employee reaching age 65. Employees hired on or after January 1, 2010 shall be removed from Borough health benefits upon reaching the age of sixty-five (65) and qualifying for Medicare coverage.

**ARTICLE 21
UNIFORM ALLOWANCE**

Section 1:

The annual uniform allowance shall be paid no later than January 31st of each year as follows:

2014-\$1,100
2015-\$1,100
2016-\$1,100

Said allowance shall be used to purchase articles of clothing specified as required attire by the department head. The uniform for personnel covered by the provisions of this contract shall be:

Assistant Foreman:

Pants: Blue Jeans or Mechanic dark blue uniform pants
Shirts: Blue and White long and short sleeve Striped Shirts (MATAWAN sewn on left side in white)
T- shirts: Dark Blue (MATAWAN) sewn on left side in white)
Jacket: Brown Carhart type, Dark Blue Windbreaker, Dark Blue Hooded Sweat Jacket

Field Technician:

Pants: Blue Jeans or Mechanic dark blue uniform pants
Shirts: Light Blue, long and short sleeve shirts (MATAWAN sewn on left side in white)
T-shirts: Light Blue (MATAWAN sewn on left side in white)
Jacket: Brown Carhart type, Dark Blue Windbreaker, Dark Blue Hooded Sweat-Jacket

Mechanic:

Pants: Black Mechanic pants
Shirts: Black long and short sleeve Shirts (MATAWAN sewn over left pocket in white)
T-shirts: Black shirts (MATAWAN sewn over left side in white)

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Jacket: Brown Carhart type, Dark Blue Windbreaker, Dark Blue Hooded Sweat-jacket

Section 2:

All short and long sleeve shirts, including T-shirts, hooded sweatshirts, denim shirts and jackets must be purchased by the Borough authorized printer. Items must be engraved with the employee's name and rank is optional and the name of the Borough. Pants must be jeans, boots must be steel-tipped at DPW choice. All blue collar employees shall be required to wear their uniforms while on duty. Employees who fail to report to work in the required uniform will be sent home for the day without pay.

Section 3:

Employees shall be authorized time to pick up uniform clothing as scheduled by the Department Head from vendors selected by the Department Head. The Borough will pay for the cost of patches and any embroidery required as part of the articles of the uniform.

**ARTICLE 22
SALARIES AND PREMIUMS**

Section 1:

Salary increases shall be as follows:

Effective January 1, 2014 - 2.0%

Effective January 1, 2015 – 2.0%

Effective January 1, 2016 – 2.0%

Employees' salaries are attached to this Agreement as Exhibit A:

1.1 Exhibit A is attached and made a part of this Agreement.

Section 2:

Premium Payments:

It is understood that premium payments are described as lump sum amounts and are not to be considered part of an employee's gross base for the calculation of longevity. The first payment (one half of the total premium amount) shall be made in the July 30th payroll. The second shall be paid in the December 30th payroll.

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Phone Carry Premium:

The Borough agrees to pay annual premiums to employees designated to carry phones in the amount of \$900.00.

Boiler Operator Premium:

The Borough agrees to pay a \$1,000.00 annual premium to an individual licensed, or capable of providing services in keeping with requirements established by the New Jersey Department of Labor, Division of Workplace Standards, Office of Boiler and Pressure Vessel Compliance and outlined in N.T.A.C. 12:90 for low pressure boiler operation.

It is understood and agreed that one Assistant Foreman is currently providing Boiler operator coverage at no additional compensation. That individual will continue to serve as a Boiler Operator at no additional compensation with the understanding that he will maintain his title of Assistant Foreman and continue to be compensated at the Assistant Foreman rate.

Mason Premium:

The Borough agrees to pay a \$1,200.00 annual premium to one individual designated by the department head to provide masonry services as required.

Carpenter Premium:

The Borough agrees to pay a \$1,200.00 annual premium to one individual designated by the department head to provide carpentry services as required.

Section 3:

Commercial Drivers License (CDL):

All employees shall be responsible for obtaining a State of New Jersey Commercial Drivers License (CDL) no later than the expiration of their introductory period.

The Borough will reimburse each employee for the cost and renewal of the license and the fee related to applying for the license, but exclusive of any training or school costs. In order to receive this reimbursement the employee shall provide the department head with a copy of a currently valid CDL issued in his name. The department head shall be responsible for preparing the appropriate requisition for reimbursement.

The Borough will provide employees taking the road exam with a municipal vehicle for that purpose.

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**ARTICLE 23
LONGEVITY**

Section 1:

Each employee covered by this Agreement shall be paid, in addition to his annual wage, a longevity increment based upon his years of employment with the Borough of Matawan in the sum of two and one-half percent (2½%) per each five years of service to a maximum of ten percent (10%). (Example: Longevity payments will increase by 2½% at the beginning of his or her sixth, eleventh, sixteenth and twenty-first year of continuous service). In no case shall a longevity payment exceed Five Thousand Five Hundred \$5,500 dollars.

Section 2:

Effective January 1, 1997 each employee shall qualify for the longevity increment on January 1st and July 1st of the respective year of the anniversary of his employment and such increment shall be paid from and after said date. (Example: An employee with an anniversary date of March 30, 2000 would begin receiving longevity January 1, 2000. An employee with an anniversary date of October 30, 2001 would begin receiving longevity July 2000).

**ARTICLE 24
EMPLOYEE RIGHTS**

Section 1:

Any employee shall have the right to have a Union representative accompanying him in all disciplinary procedures filed against him by his department head or the Borough.

Section 2:

All disciplinary proceedings filed against any employee by his department head or the Borough shall only be for just cause. Disciplinary proceedings shall be subject to the Grievance Procedure.

Section 3:

- A. Disciplinary Actions Enumerated. An employee who has acquired permanent status may be disciplined for any of the following actions, which are stated in order of severity, for the causes stated in this Section by a department head or the Borough Council, except that no employee shall be suspended or dismissed without the approval of the Borough Council.

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Disciplinary action will follow steps 1, 2, 3, and 4 below, in order, except for good cause and as such exists.

1. Informal, verbal reproof.
2. Written reproof.
3. Suspension from duty.
4. Dismissal.

Section 4:

An employee shall have the right to review his personnel folder. All requests for review shall be submitted in writing to his department head and, will be honored within three (3) working days. All materials contained in the individual's personnel folder will be open to examination by the employee and his immediate supervisor only, except such material which, by legislation, is considered to be of a confidential nature and not to be released to the Employer.

Section 5:

An employee shall be provided with a copy of a specific rule or regulation related to the operation of his department or additions, deletions or amendments of the Borough's Policies and Procedures Manual.

**ARTICLE 25
MANAGEMENT RIGHTS**

Section 1:

The Mayor and Council have the sole authority to determine the purpose and mission of the Borough and the amount of budget to be adopted thereto.

Section 2:

The authority and powers of the governing body of the Borough of Matawan as prescribed by State statute shall supersede and take precedent over any provisions of this Agreement, where applicable.

Section 3:

- A. The Borough may establish and enforce reasonable rules, regulations, policies and procedures which do not conflict with this Agreement, regulations for department operations, conduct of personnel thereof and maintenance of discipline. Copies of such rules and regulations, policies and procedures shall be furnished to the employees, Union and shop stewards.

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- B. The employees shall comply with such rules and regulations and all employees shall promptly and efficiently execute the instructions and orders of their superiors. If an employee or the employee's Union believes an instruction or order of a superior is unreasonable or unjust, the employee shall comply with the order or instruction but may treat the order or instruction as a grievance which should be handled in accordance with the Grievance Procedure set forth in this Agreement.

**ARTICLE 26
MISCELLANEOUS**

Section 1: Training

All employees are required to be cross-trained in each department. When formal training or a license is required, it shall be at the Borough's expense.

Section 2: Bulletin Board

Two (2) bulletin boards will be made available to employees and the Union for the purpose of posting Union matters relating to meetings, dues, entertainment, health, safety and welfare or general Union and employee activities. Union members shall not post any profane or obscene materials or be defamatory towards any individual.

Section 3: Education

Any employee covered by this Agreement, who pursues a course to better their education for the benefit of the Borough of Matawan, as approved by the Borough Council, shall be fully reimbursed all his/her costs upon satisfactory completion of the course.

Section 4: Medical Examinations

In the interest of public and employee safety, the Borough may require an employee to undergo a physical examination to be performed by a doctor(s) of the Borough's choice. When the appointment for such examination is during an employee's regularly scheduled work hours, he/she will receive straight time compensation for those hours. The cost of said examination will be borne by the Borough. The results of said examination shall be furnished to an employee upon his/her request.

Section 5: Notices

Notices hereunder shall be deemed to have been adequately given if served by registered mail, return receipt requested, upon the persons named below and the address indicated, unless otherwise notified in writing:

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NOTICE TO THE UNION SHALL BE ADDRESSED TO:

Business Agent
International Brotherhood of Electrical Workers, Local 400
Highway 138
P.O. Box 1256
Wall, N.J. 07719

NOTICE TO THE BOROUGH SHALL BE ADDRESSED TO:

Office of the Business Administrator
Borough of Matawan
201 Broad Street
P.O. Box 424
Matawan, N.J. 07747

Section 6: Employee Notice to Employer

Employees shall notify the Borough Clerk immediately of any changes in address, telephone number, marital status, exemption claims for withholding tax or record of immediate family including but not limited to the status of dependents as it pertains to school attendance, as it would apply to insurance coverage.

Section 7: Telephone

All employees shall be required, as a condition of continued employment beyond the introductory period (or within six months of the signing of this Agreement for an existing employee) to advise the Borough Clerk of their telephone number and any changes of that number within three (3) days of the change.

Section 8: Protective Clothing and Devices

If an employee is required to wear protective clothing, or any type of protective device as a condition of employment, such protective clothing or protective device shall be furnished to the employee by the Borough. The cost of repairing and maintaining the protective clothing and protective devices in proper working condition including dry cleaning and laundering) shall be paid by the Borough. For purposes of this Section, protective clothing and protective device shall mean those items which are required, as determined by the Borough to protect employees from existing or potential safety hazards.

Section 9: Performance Evaluations

Beginning the first half of 1997, all employees will be evaluated by their Department Head every six months. Evaluations will be documented and filed in each employee's personnel file. Additional information regarding the Performance Evaluation

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can be found in the Borough of Matawan Personnel Policies and Procedure Manual previously issued to all employees.

Section 9: Subcontracting

The Borough reserves the right to contract out any work it deems necessary in the interests of efficiency, economy, improved work product or emergency.

**ARTICLE 27
FURTHER NEGOTIATIONS**

Section 1:

During the month of October, 2016, at the request of either party a meeting may be called at a mutually agreed time and place for the purpose of effecting, if possible a new or continuation of the within Agreement, commencing the first day of January, 2017. This condition shall not prohibit either of the parties from requesting that the negotiating process begin earlier than the month of October.

**ARTICLE 28
DURATION OF CONTRACT**

Section 1:

This contract is retroactive to January 1, 2014 and extends to December 31, 2016. In the event that a new contract is not in place at the time this Agreement expires, the terms and conditions of this contract shall continue until such time that a new Agreement is executed.

**ARTICLE 29
SAVINGS CLAUSE**

Should any provision or application of this Agreement be declared illegal by any Court of competent Jurisdiction, such provision shall immediately become null and void, leaving the remainder of the Agreement in full force and effect and the parties shall thereupon seek to negotiate substitute provisions which are in conformity with applicable law.

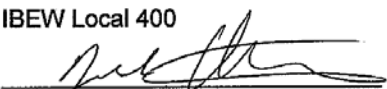
**Borough of Matawan
Public Session
September 3, 2014**

[illegible]


Borough of Matawan
Public Session
September 3, 2014

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this _____
day of _____, 2014.

Dated: 8-18-14

IBEW Local 400

President

Dated: 8/15/14

IBEW Local 400

Representative

Dated:

Borough of Matawan

Dated:

Borough of Matawan

Mayor Buccellato read by title Ordinance 14-12: Bond Ordinance 13-19 Amending Bond Ordinance Number 01-21 Finally Adopted by the Borough Council of the Borough of Matawan, New Jersey on September 19, 2001, as Amended. Mayor Buccellato requested a motion. Councilman Urbano made the motion, seconded by Councilwoman Angelini. Mayor Buccellato requested a roll call. A roll call vote was taken.

Yes: Councilman Urbano
Councilwoman Gould
Councilman Fitzsimmons
Councilwoman Clifton
Councilwoman Angelini

Motion passed.

**Borough of Matawan
Public Session
September 3, 2014**

ORDINANCE 14-12

**BOND ORDINANCE 13-19 AMENDING BOND ORDINANCE NUMBER
01-21 FINALLY ADOPTED BY THE BOROUGH COUNCIL OF THE
BOROUGH OF MATAWAN, NEW JERSEY ON SEPTEMBER 19, 2001, AS
AMENDED**

BE IT ORDAINED BY THE BOROUGH COUNCIL OF THE BOROUGH OF MATAWAN, IN THE COUNTY OF MONMOUTH, NEW JERSEY (not less than two-thirds of all the members thereof affirmatively concurring), AS FOLLOWS:

Section 1. The Bond Ordinance of the Borough Council of the Borough of Matawan, in the County of Monmouth, New Jersey (the "Borough") entitled "Bond Ordinance Providing For Various Improvements To The Matawan Municipal Community Center, Appropriating \$1,000,000 Therefor And Authorizing The Issuance Of \$950,000 Bonds And Notes To Finance A Portion Of The Costs Thereof, Authorized In And By The Borough Of Matawan, In The County Of Monmouth, New Jersey" finally adopted on September 19, 2001, as amended by Ordinance No. 02-15 adopted on July 16, 2002, as amended by Ordinance No. 06-18, adopted on September 5, 2006 (the "Ordinance") is hereby incorporated by reference in its entirety.

Section 2. The Ordinance is hereby amended by (a) deleting the reference of "\$1,500,000" for the appropriation and estimated cost and "\$1,425,000" for the estimated maximum amount of bonds or notes and substituting in lieu therefor "\$1,800,000" and "\$1,710,000", respectively; by (b) deleting the reference to "\$75,000" for the down payment required by the Local Bond Law and substituting in lieu therefor "\$90,000"; and by (c) deleting the reference to "\$325,000" for Section 20 costs and substituting in lieu therefor "\$400,000".

Section 3. The capital budget of the Borough is hereby amended to conform with the provisions of this ordinance to the extent of any inconsistency herewith. The resolutions in the form promulgated by the Local Finance Board showing full detail of the amended capital budget and capital program as approved by the Director of the Division of Local Government Services is on file with the Clerk and is available there for public inspection.

Section 4. This Section 4 constitutes a declaration of official intent under Treasury Regulation Section 1.150-2. The Borough reasonably expects to pay expenditures with respect to the Improvements prior to the date that the Borough incurs debt obligations under this Bond Ordinance. The Borough reasonably expects to reimburse such expenditures with the proceeds of debt to be incurred by the Borough under this Bond Ordinance. The maximum principal amount of debt expected to be issued for payment of the costs of the Improvements is \$1,710,000.

Section 5. All other provisions of the Ordinance shall remain unchanged.

Section 6. This amendatory bond ordinance shall take effect twenty days after the first publication thereof after final adoption as provided by Local Bond Law.

Privilege of the Floor

Mayor Buccellato opened the Privilege of the Floor.

Anthony Anglisano, 114 Vermont Court, Matawan. Mr. Anglisano related an issue with the Property Maintenance Office who had Police issue a summons for an "abandoned" vehicle when in actuality the car is registered and insured. The car does contain fishing equipment and other supplies. Property Maintenance also informed Mr. Anglisano to remove any items underneath his screened-in porch. Mr. Angelisano feels he is being harassed. The resident also requested the street sweeper come by Vermont Court, and the street needs repaving, and street corners need to be beveled. Mayor Buccellato thanked him for bringing it these matters to their attention and promised to look into it.

Mayor Buccellato closed the Privilege of the Floor.

Adjournment

Mayor Buccellato requested a motion to adjourn. Councilwoman Clifton made the motion, seconded by Councilwoman Angelini. Council agreed. Motion passed.

Meeting adjourned at 7:17 PM.

Karen Wynne, RMC
Municipal Clerk