

**Borough of Matawan
Public Session
July 6, 2023**

A regular meeting of the Council of the Borough of Matawan, New Jersey, was held at the Matawan Municipal Community Center, 201 Broad Street, Matawan, New Jersey on July 6, 2023, with Mayor Joseph Altomonte presiding. Pursuant to Section 5 of the Open Public Meetings Act, adequate notice of this meeting has been provided by publishing notification in the *Asbury Park Press* on January 6, 2023, by sending notice to the *Star Ledger*, and by posting. A copy of said notice is and has been made available to the public and is on file in the Office of the Borough Clerk. A copy of said notice has also been sent to such members of the public as have requested such information in accordance with the Statute. Mayor Altomonte called the meeting to order at 7:00 PM, requesting a roll call.

On roll call the following members responded present:

Yes: Councilwoman Deana Gunn
 Councilwoman Stephanie Buckel
 Councilman Brian Livesey via Telephone
 Councilman Charles Ross

Absent: Councilman Steven Russell
 Councilwoman Melanie S. Wang

Also present were Ryan L. Michelson, Borough Administrator, Pasquale Menna, Esq., Borough Attorney and Connor Schmeigel of The Aubrey Group, the Grant Writer for the Borough of Matawan.

Mayor Altomonte asked everyone to stand for a Salute to the Flag.

Mayor Altomonte asked everyone to stand for a Moment of Silence asking everyone to keep in their thoughts the family of our CFO Nicole Horvath Schneeberger whose father, Jeffrey Horvath, passed last week, as well as the two Newark Firefighters who perished in a ship fire last night.

Mayor Altomonte announced the addition of Resolution 23-07-05 to tonight's Agenda.

**Public Hearing for 2024 Monmouth County
Community Development Block Grant Application**

The project scope/concept map and budget were presented and made available to the public.

Mayor Altomonte requested a motion to open the Public Hearing for the 2024 Monmouth County Community Development Block Grant Application. Councilwoman Deana Gunn made the motion, seconded by Councilwoman Stephanie Buckel. Council agreed. Motion passed.

There were no comments.

Mayor Altomonte requested a motion to close the Public Hearing. Councilman Charles Ross made a motion, seconded by Councilwoman Deana Gunn. Council agreed. Motion passed.

**Public Hearing for 2024 Monmouth County
Municipal Park Improvement Grant Application**

The project scope/concept map and budget were presented and made available to the public.

Mayor Altomonte opened the Public Hearing for 2024 Monmouth County Municipal Park Improvement Grant Application for public comment. Councilwoman Deana Gunn made the motion, seconded by Councilwoman Stephanie Buckel. Council agreed. Motion passed.

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There were no comments.

Mayor Altomonte requested a motion to close the Public Hearing. Councilwoman Deana Gunn made a motion, seconded by Councilwoman Stephanie Buckel. Council agreed. Motion passed.

Yes: Councilwoman Deana Gunn
Councilwoman Stephanie Buckel
Councilman Brian Livesey
Councilman Charles Ross

Absent: Councilman Steven Russell
Councilwoman Melanie Wang

Motion passed.

Privilege of the Floor for Agenda Items Only

Mayor Altomonte opened the Privilege of the Floor for Agenda Items Only.

There were no comments.

Mayor Altomonte requested a motion to close the Privilege of the Floor for Agenda Items Only. Councilwoman Gunn made the motion Councilman Ross. Council agreed. Motion passed.

Old Business

Councilwoman Gunn requested Council hold Ordinance 23-12 to later in the meeting as Councilwoman Wang is expected momentarily. Mr. Menna announced the meeting will proceed and will re-visit Ordinance 23-12.

Mayor Altomonte read by title Ordinance 23-13: Amending Ordinance 22-17: An Ordinance to Fix and Determine the Salaries and Wages of Officers, Management, Supervisory Personnel and General Employees Not Represented by an Organized Bargaining Unit and Employed by the Borough of Matawan, Monmouth County, NJ – Borough Clerk and Elections Clerk. Mayor Altomonte requested a motion to open the public hearing. Councilwoman Gunn made the motion, seconded by Councilman Ross. Council agreed. Motion passed. Mayor Altomonte requested comments. There were no comments. Mayor Altomonte requested a motion to close the public hearing. Councilman Ross made the motion, seconded by Councilwoman Buckel. Council agreed. Motion passed. Mayor Altomonte read by title Ordinance 23-13: Amending Ordinance 22-17: An Ordinance to Fix and Determine the Salaries and Wages of Officers, Management, Supervisory Personnel and General Employees Not Represented by an Organized Bargaining Unit and Employed by the Borough of Matawan, Monmouth County, NJ – Borough Clerk and Elections Clerk requesting a motion to adopt. Councilwoman Gunn made the motion, seconded by Councilwoman Buckel. Mayor Altomonte requested a roll call. A roll call vote was taken.

Yes: Councilwoman Deana Gunn
Councilwoman Stephanie Buckel
Councilman Brian Livesey
Councilman Charles Ross

Motion passed.

***ORDINANCE 23-13
AMENDING ORDINANCE 22-17
AN ORDINANCE TO FIX AND DETERMINE THE SALARIES AND WAGES OF OFFICERS,
MANAGEMENT, SUPERVISORY PERSONNEL AND GENERAL EMPLOYEES NOT
REPRESENTED BY AN ORGANIZED BARGAINING UNIT AND EMPLOYED BY THE
BOROUGH OF MATAWAN, MONMOUTH COUNTY, NJ***

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**BOROUGH CLERK
ELECTIONS CLERK**

Be it ordained by the Mayor and Council of the Borough of Matawan, in the County of Monmouth, NJ as follows;

Section 1. The annual salaries or compensations of the officers, management, supervisory personnel and general employees of the Borough of Matawan not covered by any organized bargaining unit, effective upon final passage and publication as provided by law, shall be as follows:

<u>DEPARTMENT/TITLE</u>	<u>STATUS</u>	<u>PAYMENT CATEGORY</u>	<u>RANGE FROM</u>	<u>TO</u>
<u>Administrative & Executive</u>				
Borough Clerk	Full Time	Annual	\$40,000.00	\$85,000.00
Elections Clerk	Full Time	Annual	\$2,000.00	\$6,000.00

Section 2. All ordinances or parts of ordinances inconsistent with the provisions of this ordinance shall be and the same are hereby repealed.

Section 3. If any section, paragraph, subdivision, clause or provision of this ordinance shall be adjudged invalid, such adjudication shall apply only to the section, paragraph, subdivision clause or provision so adjudged and the remainder of the ordinance shall be deemed valid and effective.

Section 4. This ordinance shall take effect upon final passage and publication as provided by law.

Consent Agenda

Mayor Altomonte read by title Resolutions 23-07-01 through and including 23-07-03, requesting a motion to approve en masse. Councilwoman Gunn motion, seconded by Councilwoman Buckel. Council agreed. Motion passed.

**BOROUGH OF MATAWAN
RESOLUTION 23-07-01**

Resolution: ***Approval to Submit a Grant Application and Execute a Grant Contract With the New Jersey Department of Transportation for the Edgewater Drive Roadway Improvements Project***

NOW, THEREFORE, BE IT RESOLVED, that Council of the Borough of Matawan formally approves the grant application for the above stated project.

BE IT FURTHER RESOLVED, that the Mayor and Clerk are hereby authorized to submit an electronic grant application, identified as MA-2024-Edgewater Drive Roadway Improvements to the New Jersey Department of Transportation on behalf of the Borough of Matawan.

BE IT FURTHER RESOLVED that the Mayor and Clerk are hereby authorized to sign the grant agreement on behalf of the Borough of Matawan, and their signature constitutes acceptance of the terms and conditions of the grant agreement and approves the execution of the grant agreement.

Certified as a true copy of the Resolution, adopted by the Council of the Borough of Matawan on this 6th day of July, 2023.

(Signature on File)

Karen Wynne, RMC
Municipal Clerk

My signature and the Clerk's seal serve to acknowledge the above resolution and constitute acceptance of the terms and conditions of the grant agreement and approve the execution of the grant agreement as authorized by the resolution above.

ATTEST and AFFIX SEAL

(Signature on File)

Karen Wynne, RMC
(Municipal Clerk)

(Signature on File)

Mayor Joseph Altomonte
(Presiding Officer)

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RESOLUTION 23-07-02

**AUTHORIZING THE MEMORANDUM OF AGREEMENT
BETWEEN THE BOROUGH OF MATAWAN AND THE
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS (IBEW)**

January 1, 2023 through December 31, 2026

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

WHEREAS, both parties have reached an agreement for a four (4) year Agreement commencing January 1, 2023 and ending on December 31, 2026.

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 it hereby accepts the terms and conditions of the attached Agreement between the Borough of Matawan and the International Brotherhood Of Electrical Workers (IBEW) Local 400, and that the Mayor be and is hereby authorized as signatory on behalf of the Borough of Matawan.

BE IT FURTHER RESOLVED that a true certified copy of this Resolution shall be forwarded to the following Borough of Matawan Departments: Clerk, Finance, Payroll as well as Matawan IBEW Local 400.

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CONTRACT

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

AND THE

BOROUGH OF MATAWAN

JANUARY 1, 2023 THROUGH DECEMBER 31, 2026

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THIS AGREEMENT made this 1 day of January, 2023 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, 2023 and shall remain in effect until December 31, 2026, 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.

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Section 4:

The bargaining unit shall consist of all blue-collar permanent employees of the Borough of Matawan, excluding managerial executives, professional employees, craft employees, supervisors within the meaning of the New Jersey Employer Employee Relations Act, policemen, white collar employees, confidential' s 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.

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**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.

Section 2:

The Borough shall deduct employee's 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.

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**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.

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.

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**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 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.

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**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 3:

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 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.

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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.

Section3:

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.

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.

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**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.

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

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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 (1^{1/2}) 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 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.

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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
7. Fourth of July

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- 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.

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- 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 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 1:

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.

<u>EMPLOYEES HIRED PRIOR TO JANUARY 1, 1997</u>	
<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)

<u>EMPLOYEES HIRED ON OR AFTER JANUARY 1, 1997</u>	
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 (1¹/₄) 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 employee's 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 \$400.00 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.

Section 5: Insurance

The Borough of Matawan will offer a health savings account at no cost to the employee.

**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 \$15,000.00.

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.

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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. Employees hired after the DATE OF ADOPTION OF THIS CONTRACT, will receive paid medical retiree benefit equal to the premium amount of NJ Direct 15 or lesser, but spousal and dependent coverage shall be available only upon the purchase of the premium charged for such coverage. If an employee so wishes to receive NJ DIRECT 10, they may elect to reimburse the Borough of Matawan for the difference in premium.

Section 3:

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:

- 2023-\$1,100
- 2024-\$1,100
- 2025-\$1,100
- 2026-\$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

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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)
- 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, 2023 - 3%
- Effective January 1, 2024 - 2%
- Effective January 1, 2025 - 3%
- Effective January 1, 2026 - 2%

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

- 1.1 Base Pay Salary Guide see Exhibit A

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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.

Phone Carry Premium:

The Borough agrees to pay annual premiums to employees designated to carry phones in the amount of \$1,000.00.

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 \$3,000.00 annual premium to one individual designated by the department head to provide masonry services as required.

Carpenter Premium:

The Borough agrees to pay a \$3,000.00 annual premium to one individual designated by the department head to provide carpentry services as required.

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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.

CDL License does not apply to Porter Position.

**ARTICLE 23
LONGEVITY**

Section 1:

Current Porter Only 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 (2¹/₂%) per each five years of service to a maximum of ten percent (10%). (Example: Longevity payments will increase by 2¹/₂% 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.

Notwithstanding the above, no employee hired on or after January 1, 2017 shall be entitled to any longevity payments.

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).

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**ARTICLE 24
PORTER**

Section 1. Porter

1.1 Responsible for up keep of the Municipal Building and the Police Station.

Section 1.2 Work Hours

Will follow the same hours as are in place under Article 11 Section 1 and 2.

Section 1.3 Advancement

Will be allowed to move up within the DPW if position becomes available prior to it going out to the public, as long as he is qualified for the position.

Section 1.4 DPW Work

At no time may a Porter be used outside of the building to assist the DPW with their normal duties.

Section 1.5 Pay

See Base Pay Step Salary Guide see Exhibit A.

**ARTICLE 25
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 26
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 27
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

The Borough shall pay for educational courses for any employee covered by this Agreement in advance, who pursues a course to better their education for the benefit of the Borough of Matawan, which must be approved in writing by the Department Head and Administrator prior to enrollment.

Notwithstanding the above, in the event the employee fails the necessary course, they will agree to reimburse the Borough for the tuition fee in equal payments over six (6) months which said amount shall be automatically deducted from the employee's paycheck.

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

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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 28
FURTHER NEGOTIATIONS**

Section 1:

During the month of November, 2026, 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, 2027. This condition shall not prohibit either of the parties from requesting that the negotiating process begin earlier than the month of October.

**ARTICLE 29
DURATION OF CONTRACT**

Section 1:

This contract is retroactive to January 1, 2023 and extends to December 31, 2026. 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 30
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.

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IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 6
day of July, 2023.

Dated: July 21, 2023

IBEW Local 400

Robert W. S. R.
Business Manager

Dated: July 21, 2023

IBEW Local 400

[Signature]
Representative

Dated:

Borough of Matawan

Dated:

Borough of Matawan

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IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 6 day of July, 2023.

IBEW Local 400

Dated:

Business Manager

IBEW Local 400

Dated:

Representative

Borough of Matawan

Dated: July 6, 2023

Joseph Altomonte
Mayor Joseph Altomonte

Borough of Matawan

Dated: July 6, 2023

Karen Wynne
Karen Wynne, RMC
Municipal Clerk

**RESOLUTION 23-07-03
AUTHORIZING THE HIRING OF PART-TIME HOURLY SUBSTITUTE SEASONAL PERSONNEL
2023 SUMMER RECREATION PROGRAM
COUNSELORS**

WHEREAS, the Council has been advised that there is a need part-time hourly substitute seasonal personnel for the Summer Recreation Program for the year 2023 within the Borough of Matawan; and

WHEREAS, Daria Dieterle, Recreation Director, has recommended to Council the hiring of the following at a rate of \$13.00 per hour on a rotating, as-needed basis, for the Summer Recreation Program for the year 2023 within the Borough of Matawan:

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*Riley Aversa
Eva Marie Barreto*

***NOW, THEREFORE, BE IT RESOLVED** by the Council of the Borough of Matawan, based upon the recommendation of Daria Dieterle, hereby authorizes the hiring of part-time hourly substitute seasonal personnel at a rate of \$13.00 per hour for the 2023 Summer Recreation Program effective immediately.*

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

Councilwoman Gunn noted with Councilman Livesey present via telephone, Council may consider Ordinance 23-12.

Mayor Altomonte read by title Ordinance 23-12: Bond Ordinance Providing for Various Park Improvements by the Borough of Matawan, Appropriating \$568,000 Therefor, Including Two Grants in the Aggregate Amount of \$171,000 Expected to be Received, and Authorizing the Issuance of \$397,000 Bonds or Notes of the Borough to Finance Part of the Cost Thereof. Mayor Altomonte requested a motion to open the public hearing. Councilwoman Gunn made the motion, seconded by Councilwoman Buckel. Council agreed. Motion passed.

Councilwoman Gunn announced the purpose of the Ordinance is for various park improvements: Clinton Street Park parking lot improvements and access to the Henry Hudson Trail; and Jackson ‘Penniplede’ Park improvements including the basketball court as well as access to the Park from Main and Jackson Streets.

Mayor Altomonte requested comments. There were no comments. Mayor Altomonte requested a motion to close the public hearing. Councilwoman Gunn made the motion, seconded by Councilwoman Buckel. Council agreed. Motion passed. Mayor Altomonte read by title Ordinance 23-13: Amending Ordinance 22-17: An Ordinance to Fix and Determine the Salaries and Wages of Officers, Management, Supervisory Personnel and General Employees Not Represented by an Organized Bargaining Unit and Employed by the Borough of Matawan, Monmouth County, NJ – Borough Clerk and Elections Clerk requesting a motion to adopt. Councilwoman Gunn made the motion, seconded by Councilwoman Buckel. Mayor Altomonte requested a roll call. A roll call vote was taken.

Yes: Councilwoman Deana Gunn
Councilwoman Stephanie Buckel
Councilman Brian Livesey
Councilman Charles Ross

Motion passed.

ORDINANCE 23-12

BOND ORDINANCE PROVIDING FOR VARIOUS PARK IMPROVEMENTS BY THE BOROUGH OF MATAWAN, APPROPRIATING \$568,000 THEREFOR, INCLUDING TWO GRANTS IN THE AGGREGATE AMOUNT OF \$171,000 EXPECTED TO BE RECEIVED, AND AUTHORIZING THE ISSUANCE OF \$397,000 BONDS OR NOTES OF THE BOROUGH TO FINANCE PART OF THE COST THEREOF

BE IT ORDAINED BY THE BOROUGH COUNCIL OF THE BOROUGH OF MATAWAN (not less than two-thirds of all members thereof affirmatively concurring) ***AS FOLLOWS:***

Section 1. The improvements or purposes described in Section 3 of this bond ordinance is hereby authorized to be undertaken by the Borough of Matawan, a municipal corporation of the State of New Jersey (the “Borough”) as a general improvement. For the improvements or purposes described in Section 3 of this bond ordinance, there is hereby appropriated the sum of \$568,000, including a grant expected to be received from the County of Monmouth in the amount of \$97,000, and a grant expected to be received from the State of New Jersey Department of Community Affairs in the sum of \$74,000. No downpayment is required pursuant to N.J.S.A. 40A:2-11.

Section 2. In order to finance the cost of the improvement or purpose not covered by the application of the down payment, negotiable bonds are hereby authorized to be issued in the principal amount of \$397,000 pursuant to the Local Bond Law. In anticipation of the issuance of bonds, negotiable bond anticipation notes are hereby authorized to be issued pursuant to and within the limitations prescribed by the Local Bond Law.

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Section 3. The improvements or purposes hereby authorized for which bonds or notes are to be issued, the estimated cost of each improvement or purpose and the appropriation therefor, the estimated maximum amount of bonds or notes to be issued for each improvement or purpose, and the period of usefulness of each improvement or purpose are as follows:

(a) Park improvements for Clinton Street Park, including but not limited to, parking lot improvements, sidewalk improvements, ADA compliance improvements, and all work and materials necessary therefor or incidental thereto.

<u>APPROPRIATION</u>	<u>BOND AUTHORIZATION</u>	<u>PERIOD OF USEFULNESS</u>
\$240,500 (including an Open Space Grant in the amount of \$97,000 expected to be received from the County of Monmouth)	\$143,500	15 years

(b) Park improvements for Joseph Penniplede Park, including but not limited to, basketball court improvements, sidewalk improvements, and all work and materials necessary therefor or incidental thereto.

<u>APPROPRIATION</u>	<u>BOND AUTHORIZATION</u>	<u>PERIOD OF USEFULNESS</u>
\$327,500 (including a grant expected to be received from the State Department of Community Affairs in the amount of \$74,000)	\$253,500	15 years

<u>TOTAL APPROPRIATION</u>	<u>TOTAL BOND AUTHORIZATION</u>	<u>AVERAGE PERIOD OF USEFULNESS</u>
\$568,000	\$397,000	15 years

Section 4. All bond anticipation notes issued hereunder shall mature at such times as may be determined by the Chief Financial Officer; provided that no bond anticipation note shall mature later than one year from its date. The bond anticipation notes shall bear interest at such rate or rates and be in such form as may be determined by the Chief Financial Officer. The Chief Financial Officer shall determine all matters in connection with the bond anticipation notes issued pursuant to this bond ordinance, and the Chief Financial Officer's signature upon the bond anticipation notes shall be conclusive evidence as to all such determinations. All bond anticipation notes issued hereunder may be renewed from time to time subject to the provisions of the Local Bond Law. The Chief Financial Officer is hereby authorized to sell a part, or all, of the bond anticipation notes from time to time at public or private sale, and to deliver them to the purchasers thereof upon receipt of payment of the purchase price plus accrued interest, if any, from their dates to the dates of delivery thereof. The Chief Financial Officer is directed to report in writing to the governing body at the meeting next succeeding the date when any sale of bond anticipation notes issued pursuant to this bond ordinance is made. Such report must include the amount, the description, the interest rate and the maturity schedule of the bond anticipation notes sold, the price obtained and the name of the purchaser.

Section 5. The capital budget of the Borough is hereby amended to conform with the provisions of this bond ordinance to the extent of any inconsistency herewith.

Section 6. The following additional matters are hereby determined, declared, recited and stated:

(a) The improvement or purpose described in Section 3 of this bond ordinance is not a current expense. It is an improvement or purpose that the Borough may lawfully undertake as a general improvement, and no part of the cost thereof has been or shall be specially assessed on property specially benefited thereby.

(b) The period of usefulness of the improvement or purpose described in Section 3 of this bond ordinance, computed on the basis of the amount of obligations authorized for the improvement or purpose and the reasonable life thereof within the limitations of the Local Bond Law, is 15 years.

(c) An aggregate amount not exceeding \$100,000 for items of expense listed in and permitted under N.J.S.A. 40A:2-20 is included in the estimated cost of the improvement or purpose set forth in Section 3 of this bond ordinance.

(d) The Supplemental Debt Statement required by the Local Bond Law has been duly prepared and filed in the office of the Clerk, and submitted to the office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey. Such statement shows that the gross debt of the Borough is increased by \$397,000 (the amount of the authorization of the obligations provided for in this bond ordinance). The obligations authorized herein will be within all debt limitations prescribed by the Local Bond Law.

Section 7. The full faith and credit of the Borough are hereby pledged to the punctual payment of the principal of and the interest on the obligations authorized by this bond ordinance. The obligations shall be direct,

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unlimited obligations of the Borough, and the Borough shall be obligated to levy ad valorem taxes upon all the taxable real property within the Borough for the payment of the obligations and the interest thereon without limitation of rate or amount.

Section 8. This bond ordinance 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 described in Section 3 hereof 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 expected to be issued for payment of the costs of the Improvements is \$397,000.

Section 9. This bond ordinance shall take effect 20 days after the first publication thereof after final adoption, as provided by the Local Bond Law.

New Business

Mayor Altomonte read by title Resolution 23-07-04: Payment of Bills. Mayor Altomonte requested a voice vote. Councilwoman Gunn made the motion, seconded by Councilwoman Buckel. Council agreed. Motion passed.

**RESOLUTION 23-07-04
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.*

Current	\$2,311,869.69
Water/Sewer	\$131,312.73
Borough Capital	\$859.00
Grant	\$877.15
Borough Trust	\$17,625.03
Developers Escrow Account	\$525.75
Recreation Trust	\$5,750.00
Total	\$2,468,819.85

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

Mayor Altomonte read by title Resolution 23-07-05: Approval of Extended Sick Leave Request – Elex Judson. Councilwoman Gunn made the motion, seconded by Councilman Ross. Mayor Altomonte requested a voice vote. Council agreed. Motion passed.

**RESOLUTION 23-07-05
APPROVAL OF EXTENDED SICK LEAVE REQUEST
ELEX JUDSON**

***WHEREAS**, Elex Judson, Custodian for the Borough of Matawan; and,*

***WHEREAS**, according to the Code for the Borough of Matawan, Chapter 9, Section 9-4.5 Extended Leave, “If the employee has served for more than ten (10) years, he/she shall be entitled to a leave of absence with full pay for twenty-six (26) weeks, plus an additional thirteen (13) weeks at half pay after using thirty (30) days of sick leave”; and,*

***WHEREAS**, Elex Judson was hired as a Full-Time Custodian effective February 15, 2000; and*

***WHEREAS**, Elex Judson formally requested the Mayor and Council approve a request for extended sick leave pursuant to the provisions of the Code of the Borough of Matawan beginning on July 10, 2023; and*

***WHEREAS**, the Borough Administrator has reviewed the extended sick leave request and the certification submitted by the employee; and*

***WHEREAS**, it is in the best interest of the employee to approve the extended sick leave request.*

***NOW THEREFORE BE IT RESOLVED** by the Mayor and Council of the Borough of Matawan that the employee’s extended sick leave request is granted pursuant to the Code for the Borough of Matawan, Chapter 9, Section*

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9-4.5 Extended Leave, and said request for a leave with full pay for twenty-six (26) weeks is herewith granted subject to an additional thirteen (13) weeks of leave of absence at half pay after using thirty (30) days of sick leave as the employee has more than ten (10) years with the Borough of Matawan.

***BE IT FURTHER RESOLVED** that the period for the leave commences on July 10, 2023, which date is 30 days after the exhaustion of the 30 days of sick leave permitted under the contract.*

***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, Payroll as well as Elex Judson.*

Privilege of the Floor

Mayor Altomonte opened the Privilege of the Floor.

Richard Silvers, Euclid Ave, Aberdeen. Mr. Silvers related his lifelong residency in Aberdeen and Matawan. He offered suggestions on the cleaning and maintenance of Lake Lefferts as well as options to increase the fish population in Lake Matawan. Mr. Silvers has attempted to contact someone at the Department of Environmental Protection but to no avail. The Governing Body thanked Mr. Silvers for suggestions. Mr. Menna offered the Borough Administrator to provide Department of Environmental Protection Freshwater and Wetlands contact information.

Brianna Countryman, 8 Wyckoff Street, Matawan. Ms. Countryman expressed concern on the newly installed Lake Lefferts fountain citing the lighting and noise from the fountain, and the water on her decking. She was dissatisfied with the lack of notice to residents on the purchase and June 20 installation. Mr. Michelson did come onto Ms. Countryman's deck on June 20 to view her concerns. Ms. Countryman cited the manner in which some lakefront residents but not others were consulted in an unofficial manner by an elected official's spouse. Your residents have not been shown data on the environmental effectiveness of the addition of this fountain, leading her to believe this is a vanity project done in an election year to be installed for the Fourth of July fireworks. How was this funded and done so quickly?

Councilwoman Buckel informed her husband, Guy, had friends with lakefront property and he asked their opinion on a fountain. We do not have to go to every resident in Matawan to what they thought as the lake belongs to all Matawan residents. Ms. Countryman replied, two of the five lakefront residents were consulted. Councilwoman Buckel added, the conversations were between two friends and not on behalf of the Council. Councilman Ross asked Ms. Countryman if the issue was the noise? Ms. Countryman said, it is two-fold: The first issue is how quickly this was done without notice, and second, the noise. Ms. Countryman asked if the fountain can be moved to avoid affecting any properties.

Mr. Michelson thanked Ms. Countryman for her advocacy and passion for the lake. Though he is a new addition to the community he recognizes its great value and beauty. To that end, it is the desire and mission of the Council and the Borough to continue to preserve the beauty of the lake and to provide resources that not only continue but also enhance the lake. The fountain also serves as an aerator. There is scientific evidence and support that shows that aerators have a benefit to ecosystems of lakes. It is prudent to spend the dollars to prevent than to address a significant concern that closes a lake.

Ms. Countryman said over the years there have been various concerns with Lake Lefferts. At one time the Lake and the shoreline had been chemically sprayed to address lake vegetation. We were asked for transparency then and received nothing. She questioned how this project was done so quickly and why no one in the community was notified about it.

Councilwoman Gunn asked if the fountain has a timer. Mr. Michelson said, yes, the timer can program the fountain and its lighting. The time is not running now as it was changed for the July 4th celebration with red, white and blue lighting but changed today to solid white. The timing is to mimic the recreational park light schedule with the programming changed today to go off for the night at 10:00 PM.

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Ms. Countryman asked the cost to move the fountain. Councilwoman Buckel replied, new electrical will have to be run to move the fountain at a cost as the electric was not covered in the beautification grant. Mr. Michelson informed the grant dollars strictly funded the purchase. The electrical work was done through the Recreation Trust Fund with no municipal tax dollars were used to support this project. When we spoke on your deck and on the telephone when I tried to set up a meeting with you and the residents, I informed the electrical portion of the project was coordinated with electrical improvements that were already scheduled to be done at the Lake regardless of the installation of the fountain.

Councilwoman Gunn stated there is a cove in the lake on the other side of the dock where there are no homes facing the lake and asked if the fountain could be moved. Ms. Countryman said they could move the fountain anywhere they want as long as it's not in her backyard. Councilwoman Buckel stated, we were trying to keep it at a low cost as were able to use grant monies as this will benefit the lake being much of the Borough's stormwater runs into Lake Lefferts.

Ms. Countryman states she's seen an increase in public use of the area since the fountain has gone up and feels there may be an incident. Mr. Michelson replied, though he can't speak for the Governing Body, it is the desire to ensure that we offer recreational opportunities to our residents and is pleased to hear more people are taking advantage of the gem of our community.

Janilee Yanny, 6 Wyckoff Street, Matawan. Ms. Yanny thanked Council for their good deeds and many improvements. She acknowledged Ms. Countryman's comments stating Matawan is building the identity as a town with a history of hosting events explaining that history as proof as the ever-increasing membership of our ever-expanding Historical Society. Ms. Yanny's concern with the fountain is its resemblance to a geyser which commercializes the Lake. It interferes with that serene, rural, old-fashioned look of the lake. Aeration helps with algae picking up contaminates but works best in ponds or places of stagnant water. The fountain may be more beneficial in the cove which runs up Ravine Drive. The Milfoil lakeweed is predominantly the noxious lake vegetation and the fountain will not help with that. Councilwoman Gunn said though we have not treated the lake vegetation in some time we look into the cause and notify residents of any proposed treatment. Mr. Michelson related the process of hydro raking.

Margaret O'Connor, 11 Wyckoff Street, Matawan. Ms. O'Connor requested clarification as to why the Borough will notify residents of lake treatments but not the installation of the fountain. Councilwoman Buckel replied the spraying of vegetation is different from that of notifying residents when we put a new paddle boat in the lake. Ms. O'Connor states the light is intrusive into the lakefront homes. The lack of transparency and the speed of the installation were not addressed tonight. Why are grant monies being used without a need present. Councilman Ross reiterated Mr. Michelson's comments on prevention. Ms. O'Connor asks Council to investigate the option of moving the fountain.

Mayor Altomonte summarized investigate the option and cost of moving the fountain.

Mayor Altomonte requested a motion to close the Privilege of the Floor. Councilwoman Gunn made the motion, seconded by Councilwoman Buckel. Council agreed. Motion passed.

Mayor Altomonte requested a motion to Adjourn. Councilwoman Gunn made the motion, seconded by Councilwoman Buckel. Council agreed. Motion passed.

Meeting adjourned at 7:58 PM.

Karen Wynne

Karen Wynne, RMC
Municipal Clerk