

Agreement

between

UPPER FREEHOLD TOWNSHIP  
Monmouth County, New Jersey  
and  
UPPER FREEHOLD TOWNSHIP  
Uniformed Fire Fighters Association  
International Association of Fire Fighters  
Local 4306  
A.F.L. C.I.O. C.L.C.

January 1, 2012 through December 31, 2018

**PREAMBLE**

**THIS AGREEMENT** is entered into this 1st day of \_\_\_\_\_, 2016 by and between the, **UPPER FREEHOLD TOWNSHIP**, in the County of Monmouth, New Jersey, a municipal body of the State of New Jersey, hereinafter called the "**TOWNSHIP**" and the **UPPER FREEHOLD TOWNSHIP, UNIFORMED FIRE FIGHTERS ASSOCIATION, I.A.F.F. LOCAL NO. 4306, A.F.L.-C.I.O./C.L.C.**, hereinafter called the "**ASSOCIATION**," and represents the complete and final understanding on all bargaining issues between the Township and the Association.

**PURPOSE**

**THIS AGREEMENT** is entered into between the Township and the Association, to promote and ensure harmonious relations, cooperation, and understanding between the Township and its Association represented employees; to provide for the resolution of legitimate grievances; all in order that the public service shall be expedited and effectuated in the best interests of Upper Freehold Township, its residents and employees.

**ARTICLE I**

**RECOGNITION**

A. Pursuant to a PERC election, the Township recognizes the Association as the sole and exclusive bargaining agent for all full-time and regular part-time paid professional fire fighters employed by the Township.

B. This Agreement shall exclude managerial executives within the meaning of the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1 et. seq. (hereinafter referred to as "the Act"), confidential employees and supervisors within the meaning of the Act, craft

or the execution of a new Agreement for this unit. Such representatives shall attend negotiations and other meeting sessions, if on duty, in the appropriate uniform and be available for duty in the event the need arises.

C. Copies of all disciplinary charges or notices relating to disciplinary action against any member shall be furnished to the President or Shop Steward of the Association within seventy-two (72) hours of the presentation of charges.

D. The Association will be responsible for acquainting its members with the provisions of this Agreement and shall be responsible, insofar as possible, for the adherence to the terms of this Agreement by such members.

E. Whenever an employee is to be questioned and he is being considered a "target" for possible disciplinary action, he shall have the right to request a representative of the Association be present at all stages of questioning. Employees may invoke their Weingarten Rights and choose not to answer any questions until an authorized representative of the association is present if they affirmatively ask for the provisions of Weingarten. The employee has the right to not request the presence of union representation.

F. Authorized representatives of the Association shall be permitted to visit any facility within the Township for the purpose of processing or investigating grievances, provided that prior approval has been secured from the Township's designee. Such prior approval shall not be unreasonably withheld. The Association representatives shall not interfere with the normal conduct of work within the facility.

6. To lay off employees in the event of lack of work or funds or other conditions where continuation of such work would be inefficient and non-productive, so long as such lack of work or funds is bona fide.

7. To subcontract/contract out bargaining unit and non-bargaining unit work.

8. To make assignments, work and schedule shifts, including assigning duties as needed to maintain the efficiency of the Township's operations that are entrusted to it, including but not limited to Emergency Medical Services.

B. Pursuant to the laws of the State of New Jersey and the United States, the exercise of the foregoing powers, rights, authority, duties or responsibilities of the Township, the adoption of policies, rules, regulations and practices in the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the terms of this Agreement and then only to the extent such terms hereof are in conformance with the Constitution and laws of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the Township of its powers, rights, authorities, duties and responsibilities under Titles 40 and 40A of NJSA or any national, state, county nor local laws or ordinances.

## ARTICLE V

### GRIEVANCE PROCEDURE

#### A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement.

within said ten (10) calendar days shall be deemed to constitute an abandonment of the grievance.

Within ten (10) calendar days after the grievance has been filed and before an effort is made to settle the matter, the Association Grievance Committee shall screen and study the grievance to determine whether it has or lacks merit. Such processing of grievances shall take place without discrimination and irrespective of membership or affiliation with the Association. Upon finding of merit or non-merit, the Association Grievance Committee shall present written confirmation of such determination to the Township's designee with request that the designee investigate and resolve same, if required. If the resolution of the grievance has not been reached within ten (10) calendar days of the submission to the designee, the grievance may proceed to Step Two.

**Step Two:**

1. In the event a satisfactory settlement has not been reached at Step One, the Association may, within fifteen (15) calendar days of the Township designee's decision, file its written grievance with the Administrator or designee. This presentation shall include copies of all previous correspondence relating to the matter in dispute.

2. The Administrator or designee shall review the materials presented, and, within fifteen (15) calendar days from receipt of the grievance, make a written determination.

**Step Three:**

1. In the event the grievance has not been resolved in Step Two, the Association may, within fifteen (15) calendar days of the Administrator or designee's decision or time to have rendered a decision, file a written grievance with the Township Committee or designee. The presentation shall include copies of all previous correspondence relating to the matter in dispute.

(15) calendar days of the grievance filing in an effort to resolve the dispute. The Township's grievance may be referred to grievance arbitration within thirty (30) calendar days of meeting with the Association if same is not resolved.

7. The time limits express herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, the grievance shall be deemed to be conclusive. If any grievance is not processed to the next succeeding Step in the grievance procedure within the limits prescribed there under, then the disposition of the grievance at the last step shall be deemed conclusive. Nothing herein shall prevent the parties from mutually agreeing to extend or shorten the time limits for processing the grievance at any step in the grievance procedure. Failure to respond by the time limits established shall be deemed a denial.

## ARTICLE VI

### MAINTENANCE OF OPERATIONS

A. It is recognized that the need for continued and uninterrupted operation of the Township's Departments and Agencies is of paramount importance to the citizens of the community, and that there should be no interference with such operations.

B. Neither the Association nor any person acting on its behalf will cause, authorize, engage in, sanction, assist or support, nor will any of its members take part in, any strike (i.e., the concerted failure to report for duty, or stoppage of work, in whole or in part, from the full, faithful and proper performance of the employees' duties of employment), work stoppage, slowdown, sick out, walk out or other illegal job action against the Township.

C. The Association agrees that it will do everything in its power to prevent its members from participating in any strike, work stoppage, slowdown or other activities aforementioned, or support any action by any other employee or group of employees of the Township.

D. The Association will provide the necessary "check-off authorization" form and the Association will secure the signatures of its members on the forms and deliver the signed forms is to the Township's designee.

E. Any such written authorization may only be withdrawn between the period of the 1<sup>st</sup> of April and the 30<sup>th</sup> of June by filing a withdrawal notice with the Township. The filing of notice of withdrawal shall be effective to halt deductions in accordance with N.J.S.A. 52:14-15.9e, as amended.

F. The Township agrees to deduct the fair share fee from the earnings of those employees who elect not to become a member of the Association and transmit the fee to the majority representative.

1. The deduction shall commence for each employee who elects not to become a member of the Association during the month following written notice from the Association of the amount of the fair share assessment. A copy of the written notice of the amount of the fair share assessment must also be furnished to the New Jersey Public Employment Relations Commission.

2. The fair share fee for services rendered by the Association shall be in the amount equal to the regular membership dues, initiation fees and assessments of the Associations less the costs of benefits financed through the dues and available only to the members of the Association, but in no event shall the fee exceed eighty-five (85%) percent of the regular membership dues, fees and assessments.

3. The sum representing the fair share shall not reflect the costs of financial support of political causes or candidates, except to the extent that is necessary for the Association to engage in lobbying activity designed to foster its policy goals in collective negotiations and contract administrations, and to secure for the employees it represents

2. All written rules and regulations shall be provided to the employees within seven (7) calendar days upon promulgation.

## ARTICLE IX

### HOURS AND OVERTIME

A. The normal workweek for all unit employees will be forty (40) hours, consisting of four (4) consecutive ten (10) hour days in a seven (7) day week. The assignment of shifts/days shall be made by the Supervisor based on seniority with the approval of the Township Administrator. Each unit employee shall submit a request for his or her shift assignment in writing. The initial shift assignments shall be in place for a period not to exceed six (6) months in duration. No less than forty-five (45) calendar days prior to the expiration of the shift assignments, a notice will be posted and requests for shift changes may be submitted by unit employees in writing.

B. Except in emergencies, all affected employees must be given written notification thirty (30) calendar days in advance of any change of employee schedule or assignment.

C. Overtime shall be paid to employees for all hours worked in excess of forty (40) hours, exclusive of any unpaid leave time, or any paid sick or personal leave or other paid leave, other than vacation leave.

D. When an employee is recalled for duty, the employee shall be entitled to a minimum compensation of two (2) straight time hours, which will be paid as overtime hours if the employee is eligible for overtime under the provisions herein. The recall pay will only occur if the recall is not contiguous to the employee's regularly scheduled shift.



resolved by the individuals involved. Exchanges in any calendar year must be completed by January 1<sup>st</sup> of the immediately following calendar year.

(2)(a) Each bargaining unit member may engage in not more than four (4) shift exchanges per calendar year. The member making the request is solely responsible for the request. Said exchanges shall not be cumulative. No employee shall work more than sixteen (16) consecutive hours, except by the direction of the Township or designee.

(b) The Township or designee shall be notified of all exchanges in advance, except in cases of emergency. A request to make an exchange shall be communicated to the Township or designee not less than seventy-two (72) hours before the exchange shift is to begin. The Township or designee shall approve all exchanges that satisfy the criteria set forth herein. However, the Township or designee reserve the right to reject an exchange shift if such exchange endangers the health, safety and/or welfare of the employee(s) on the shift in question.

(c) Exchanges shall be equalized and shall not result in the creation of overtime.

## ARTICLE XI

### SALARIES

Effective and retroactive to January 1, 2012 – all currently employed unit members employed during 2012 shall receive a 2.0% increase.

Effective and retroactive to January 1, 2013 - all currently employed unit members employed during 2013 shall receive a 2.0% increase.

Effective and retroactive to January 1, 2014 - all currently employed unit members employed during 2014 shall receive a 2.0% increase.

Effective and retroactive to January 1, 2015 - all currently employed unit members employed during 2015 shall receive a 2.0% increase.

<b>3</b>	36,968	36,968	36,968
<b>4</b>	37,993	37,993	37,993
<b>5</b>	39,018	39,018	39,018
<b>6</b>	40,043	40,043	40,043
<b>7</b>	41,068	41,068	41,068
<b>8</b>	42,093	42,093	42,093
<b>9</b>	43,118	43,118	43,118
<b>10</b>	44,143	44,143	44,143
<b>11</b>	45,168	45,168	45,168
<b>12</b>	46,193	46,193	46,193
<b>13</b>	47,218	47,218	47,218
<b>14</b>	48,242	48,242	48,242
<b>15</b>	49,277	49,277	49,277
Department Supervisor Stipend	3,000	3,000	3,000

Step placement or off-guide salary:

Donoher: 1/1/16 - Step 3 (\$36,968)  
1/1/17 – Step 4 (\$37,993)  
1/1/18 – Step 5 (\$39,018)

following January 1<sup>st</sup>, if hired on or after July 1<sup>st</sup>, they shall be moved on the guide the 2<sup>nd</sup> January 1<sup>st</sup>.

Department Supervisor Stipend: The Department Supervisor will receive an annual (non-cumulative) stipend of \$3,000 each year.

## ARTICLE XII

### HOLIDAYS

A. All unit employees shall be entitled to their thirteen (13) paid holidays. The following holidays shall be days off for unit employees:

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Day after Thanksgiving
	Christmas Day

B. Due to the circumstances that volunteers may not be readily available on the alternate holidays below, unit employees will work on these days and take alternate days off. These holidays will only be taken as the actual holiday day. Use of the holiday must be scheduled at the discretion of the supervisors, as the availability of a qualified per diem must be confirmed. There is no payment in lieu of these holiday days. The alternate holidays are as follows:

Martin Luther King Day	Columbus Day
Presidents Day	Election Day
Good Friday	Veterans Day

completion of six (6) months service as a full-time permanent non-probationary employee. Ten (10) days in the subsequent year.

(3.) A full-time employee hired on May 1st and before June 15<sup>th</sup> shall be entitled to three (3) vacation days during the calendar year upon completion of six (6) months service as a full-time permanent non-probationary employee. Ten (10) days in the subsequent year.

(4.) A full-time employee hired on June 15<sup>th</sup> through September 30<sup>th</sup> in the current year shall be entitled to two (2) vacation days to be used during the first six (6) months of the subsequent year upon the completion of six (6) months service as a full-time permanent non-probationary employee. Seven (7) days to be used during the second six (6) months of the subsequent years.

(5.) A full-time employee hired between October 1<sup>st</sup> and December 31<sup>st</sup> in the current year shall be entitled to six (6) vacation days to be used during the second six (6) months of the subsequent year upon the completion of six (6) months service as a full-time permanent non-probationary employee.

E. Following completion of the first year of service and after the employee becomes a full-time permanent, non-probationary employee, full-time employees of the Township of Upper Freehold will receive annual vacation leave as follows:

Completion of 1 to 5 years — 10 days

Years of Service	Days Vacation
6	11
7	12
8	13
9	14
10	15
11	16
12	17
13	18

**ARTICLE XV**

**SEPARATION, DEATH AND RETIREMENT**

A. Employees shall retain all pension rights as provided by all applicable laws.

B. Employees retiring as a result of a work connected disability pension shall be paid for all accumulated sick leave, holidays, vacation and other compensatory time as provided in this Agreement. Said payments shall be computed at the rate at the time of retirement based upon the base annual compensation.

C. Employees intending, to retire on other than disability pension shall accordingly notify the Township by September 1<sup>st</sup> of the previous year in which said retirement is to become effective.

D. In the event of an employee's line of duty death, their state or legal representative shall be paid for all accumulated sick leave, holidays, vacation or other compensatory time as provided in this Agreement. Payments shall be made at the employee's rate of pay at the time of their death.

**ARTICLE XVI**

**SICK LEAVE**

A. Sick leave may be used by an employee who:

1. Through illness becomes incapacitated or by an off-duty injury becomes incapacitated to such an extent that it is impossible for the employee to perform his duties; or,
2. Is quarantined by the Board of Health or by a physician's written instruction because the employee has been exposed to a contagious disease. Immediate

Less Limit -30 days

Excess of two (2) days must be sold back at fifty (50%) percent of two (2) days' salary or one (1) day's pay.

Such payments will be made by the first pay period of February of the following year.

Note: Employee may sell back days at the end of any year, accumulation of any days is optional.

F. Those employees who have accrued sick leave and wish to use such leave for sick leave must first use their annual yearly sick leave before they can tap into their accrued sick leave. If the employee exhausts all sick leave (current and accumulated) and wants to use additional paid leave time off, they must seek Township Committee approval. Such approval shall not be denied.

G. Accrued sick leave shall not be used as terminal leave or be traded back for cash allowance or time off at time of retirement or other separation of employment or other times, except as noted in §E above.

H. *Least amount of Sick Leave to Be Used.* In charging an employee with sick leave, the smallest unit to be considered is one-half (1/2) of a working day.

I. All employees who are on sick leave, whether sick or injured, shall not leave the State of New Jersey for more than one (1) twenty-four (24) hour period except with written approval of the Township Committee or designee.

J. Employees, when sick, shall be responsible for notifying the Supervisor or designee of any place of confinement or change in the place of confinement. If any employee is unable to report such confinement or change thereof, a relative or other responsible person shall

O. (1) If the Township Committee or designee determines a pattern of absenteeism or a persistent occurrence of one (1) day or two (2) day absences or excessive absenteeism (which is defined as twelve (12) days or more absent in any twelve (12) month period) appear on the employee's record, the Township Committee or designee shall have the right to demand a physician's certification of illness notwithstanding the three (3) day limitation.

Furthermore, the Township reserves the right to discipline the employee for a violation of this section at any time.

(2) An employee who is absent for a period of five (5) consecutive calendar days and does not notify the Township Committee or designee shall be determined to have abandoned his position and shall be considered terminated

P. Probationary employees shall not be entitled to this benefit until they have completed probation.

## ARTICLE XVII

### INJURY LEAVE

A. Whenever a permanent full-time employee is incapacitated for duty because of an injury sustained of or occurred in the performance of his duty, he shall be entitled to injury leave at the rate of pay at the time of his injury if the prognosis of the Township Physician is that the employee will return to regular duty at the completion of the leave. The actual length of leave shall be determined by the Township Committee or designee at the Committee's or designee's sole discretion with input from the Township Physician, where applicable. Any temporary disability insurance or workers compensation payments shall be credited toward the full pay of the employee so that no employee shall receive more than that pay they would normally receive if they were working. Incapacity shall be defined as being physically unable

the employee. The cost of the third physician shall be borne equally by the Township and the employee. The determination of the third physician as to the employee's fitness to return to duty shall be final and binding upon the parties. In the event the third physician also certifies the employee fit to return to duty, injury leave benefits granted under this Article shall be terminated.

H. When an employee who has sustained a work-related injury or disability is on sick leave for less than seven (7) day period necessary to qualify for Worker's Compensation benefits, the Township will pay the employee at the normal rate for those days the employee was absent from work on sick leave (where applicable). Under no circumstances shall the Township assume any obligation beyond the seven (7) day qualifying period.

### ARTICLE XVIII

#### BEREAVEMENT LEAVE

A. In the event of a death within a full time employee's immediate family, as defined below, or where there is a death of a relative residing with the employee, the employee shall be granted three (3) days leave of absence with pay commencing the day of the death, one of which shall be the day of the funeral or other memorial service.

B. (1.) Definition as used in this Section:

Immediate family shall mean a spouse, child, parent, brother, sister, stepchild or spouse's parent, brother, sister or grandparent.

(2.) Bereavement leave shall mean a leave of absence from work to attend one

(1) or more of the following regarding the deceased:

- (1) Travel to and from the locale of the funeral services;
- (2) Attendance at the funeral service;



coverage is extended to him during that leave, the Township will provide it but it must be paid by the employee prior to the Township being billed.

D. No seniority or benefit shall accrue during any leave of absence.

E. The Township shall reinstate the employee to the position held upon return from any leave of absence.

## ARTICLE XXI

### PENSIONS

All employees shall retain all pension rights afforded to them under applicable law. This Article shall not be subject to the grievance procedure, but shall be subject to the applicable pension board.

## ARTICLE XXII

### CLOTHING ALLOWANCE

A. The Township will issue to all bargaining unit members all uniforms and turnout gear according to the clothing list set forth below. All clothing shall meet N.F.P.A. and O.S.H.A. requirements.

B. Each successive year, each employee shall receive replacement items on an as needed basis.

C. The Township will be responsible for the cost of changes in uniform and replacement of uniforms damaged or contaminated in the line of duty.

D. Uniforms shall be worn on all duty hours except during physical fitness time. The Township's designee shall determine the proper uniform for the work being performed.

E. The Township will provide its employees with turnout gear and equipment that meet or exceed the requirements of N.F.P.A. and O.S.H.A.

- (1) PASS Device

G. All Uniforms and gear assigned to an employee shall be for the sole use of the designated employee.

### ARTICLE XXIII

#### TRAVEL AND TRAINING REIMBURSEMENTS

A. Unit employees shall be reimbursed at the Internal Revenue Service rate for reimbursement for using personal automobile when so ordered and required by the Township for mileage and tolls only. Any such expenses must be appropriately documented as a condition of reimbursement.

B. Provided funds are available, the Township will approve payment of the cost of employee's tuition cost for any course, seminar or class which the employee is "required" to take in order to obtain any specialized training, certification, licenses and/or registration needed to perform the duties required of the position presently held with the following provisions:

1. All training must be approved by the Business Administrator prior to registration/attendance in order for reimbursement or payment by the Township to be made.
2. Upper Freehold Township will not make payment if the employee withdraws after any date allowed for cancellation of registration.
4. Upper Freehold Township will not make payment if the employee does not complete, or obtain a passing grade in any course, seminar or class to which this provision is applicable. If Upper Freehold Township has made payment

Breakfast \$10.00

Lunch \$10.00

Dinner \$25.00

Employee must provide proof of payment equal to, or above the approved amount to receive said amount. Proof of payment indicating that employee paid less than the set amount will be paid at the cost as paid by the employee.

F. The Department Supervisor shall submit an estimate of required funds for such education, training and expenses for budget consideration each year. Approval of such funds is at the sole discretion of the Township Committee.

#### ARTICLE XXIV

#### HEALTH AND WELFARE

A. Effective January 1, 2006, all new employees shall be entitled to single only PPO/POA medical insurance coverage. Any premiums for additional coverage shall be paid as follows: 15% employee/85% employer.

Employees hired before January 1, 2006 will be  
Newly hired employees will be eligible for r  
calendar month following the 30<sup>th</sup> day of empl  
Employees shall continue contributing to the  
levels established by P.L. 2011, c.78.

#### B. Health Benefits Waiver

Employees may waive enrollment in the Tow  
covered under another Health coverage plan

PAY ATTENTION  
ON LUCK GETS FULL  
HEALTH  
MUST FOLLOW NJ RULES  
ON WHEN HEALTH KICKS  
IN

represent temperatures equal to or below 32 degrees and equal to or above 95 degrees. In addition, such duties will not be performed under conditions of extreme rain, snow or winds.

#### ARTICLE XXV

#### COMMUNICABLE DISEASES

The Township's designee shall maintain a separate file to be known as the "Communicable Disease File" in which employees responding to rescue alarms in which contact and/or working in close proximity to the victims with communicable disease and their body fluids shall be recorded in the C.D.F. at the completion of each alarm. It shall be the employee's sole responsibility to notify the officer in charge and initial the completed C.D.F. form.

#### ARTICLE XXVI

#### LABOR/MANAGEMENT RELATIONS

The parties agree to meet on an as-needed basis to discuss matters of mutual concern.

#### ARTICLE XXVII

#### BULLETIN BOARD

A. The Association shall have the sole use of the mutually agreed upon designated Association bulletin board (one(1)) for the sole purpose of posting notices relating only to matters of official business of all emergency organizations and other employee related matter.

B. Only material authorized by the signature of the Association Representative, President or Shop Steward will be posted on said bulletin board.

C. The Township may require the Association to remove, from the bulletin board, any material that does not conform with the intent of the above provisions of this Article. No material of derogatory, inflammatory, insulting or demeaning nature against the Township, nor any

**ARTICLE XXX**

**STATUTORY AND LEGAL RIGHTS**

Nothing contained herein shall be construed to deny or restrict the Township or the employee from the exercise of their rights under National, State, County, Local laws and/or ordinances pertaining to the employees or the Township covered by this Agreement.

**ARTICLE XXXI**

**SEPARABILITY AND SAVINGS**

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of the law or by court or other tribunal of competent jurisdiction following the valid adoption of this Agreement, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

**ARTICLE XXXII**

**COURT APPEARANCES AND JURY DUTY**

A. All employees shall be granted time off without loss of pay, vacation time or other compensatory time for mandated jury duty. The employee must be scheduled to work in order to receive administrative leave for jury duty. The employee shall pay his jury duty pay to the Township.

B. Employees volunteering for jury duty shall not receive paid time off for jury duty.

C. Any employee required to appear in a court proceeding due to circumstances arising from their employment will receive their applicable rate of pay for the period spent in court in accordance with Article IX.

## ARTICLE XXXIV

### FACILITIES AND PERSONAL LOCKERS

The Township shall provide each employee a personal locker which shall be mutually agreed upon by the Association and Township. Each employee's locker shall be located at the employee's primary work station.

## ARTICLE XXXV

### DISCIPLINARY ACTION

A. An employee may be disciplined for good cause in accordance with law. Any act or failure to act on the part of any employee in the course of his/her duties that is not conforming to the letter or the spirit of the Township policies and rules or to specific instructions given to him or if the employee is considered to have acted in an improper manner may subject the employee to disciplinary action.

1. When the Administrator believes that an employee has acted in such a manner that he is subject to disciplinary action, the Administrator should first privately discuss the matter with the employee concerned, in order to obtain the employee's view of the matter. The Administrator should, if possible, then obtain assurance that there will not be a repetition of the incident.

2. After the Administrator reviews the materials, and has conducted the discussion, he/she may take the following:

- (a) determine the matter does not warrant discipline;
- (b) issue a verbal reprimand with notations to the employee's personnel file that such action was taken;

restitution, in lieu of suspension, where the employee has agreed to payment of a fine as a disciplinary option. The fine may be paid in lump sum or in installments, as determined by the Township Committee or designee.

(6) Suspension of more than five (5) days and dismissal shall be grievable through the provisions of Article V herein.

C. Nothing shall require the Township to take disciplinary action in the order of appearance in this section so long as the action is related to the severity of the offense determined to have occurred.

D. All documents in any way connected with an employee's disciplinary history shall be placed permanently in the employee's personnel file and may be viewed in accordance with the terms of this Agreement.

E. Newly hired probationary employees may be separated from their employment by action of the Township Committee or its designee at any time without recourse from the employee.

F. An employee who is terminated shall not be entitled to payment for any unused benefit days.

## ARTICLE XXXVI

### SENIORITY

A. Seniority is defined as to mean the accumulated length of continuous service within the Township, computed from the last date of hire.

B. There shall be one (1) seniority list for all Full Time employees.

**ARTICLE XXXVIII**

**PROBATIONARY PERIOD**

A. Each newly hired employee shall be subject to a three (3) month probationary period beginning their first day of work. There shall be up to two (2) additional three (3) month probationary periods, with or without notice to the Association. Health insurance coverage shall commence on the first day of the fourth (4<sup>th</sup>) month of employment if the employee is not terminated at the end of the first probationary period.

B. Unless otherwise agreed to by written instrument between the Association and the Township, any probationary period shall be pursuant to the Township guidelines in effect at the time of the signing of this Agreement.

**ARTICLE XXXIX**

**NOTIFICATION OF RECALL**

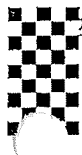
A. Laid off employees shall be recalled on the basis of seniority via a registered letter to the employee's last known address on file with the Township. Laid off employees must notify the Township in writing of any change in his/her address or home telephone number within seventy-two (72) hours of the change.

B. Employees being recalled from a layoff must respond to the recall notice by contacting the Township within seven (7) calendar days after receipt of notice or mailing of notice by Township, whichever is earlier.

C. Employees failing to report to work after being recalled from a layoff shall be considered to have resigned and waived all rights to reemployment.

D. Recall rights under this Article shall expire twenty-four (24) months after the employee is laid off.





ARTICLE XLI

DURATION, TERM AND RENEWAL

**THIS AGREEMENT** shall be effective January 1, 2012 and shall remain in full force and effect through and including December 31, 2018. It shall automatically be renewed from year to year thereafter, unless either party shall notify the other, in writing, during the period between September 1 through and including September 30 of the year of the expiration of the agreement that it desires to modify this Agreement. In the event such notice is given, negotiations shall begin no later than ninety (90) calendar days prior to the termination date. This Agreement shall remain in full force and effect during the period of negotiations.

**IN WITNESS WHEREOF**, the parties hereto have hereunto set their hands and seals the date set forth above.

**UPPER FREEHOLD TOWNSHIP**

**I.A.F.F. LOCAL 4306**

**MONMOUTH COUNTY, NEW JERSEY**

**AFL-CIO**

By: [Signature]

By: [Signature] 3-29-16

By: Dana L Tyler

By: [Signature] 3-29-16

By: \_\_\_\_\_

By: \_\_\_\_\_

DATE: 8-4-16

WITNESS: [Signature] 3/29/16

DATE: 8-4-16