

AGREEMENT  
BETWEEN  
TOWNSHIP OF FREEHOLD  
AND  
IUOE, LOCAL 68

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JANUARY 1, 2012 THROUGH DECEMBER 31, 2016

**IUOE, LOCAL 68**

Business Manager  
Thomas P. Giblin

President  
Edward P. Boylan

Recording Secretary  
Kevin P. Frey

Business Representative  
Michael B. McGlynn

**TOWNSHIP OF FREEHOLD**

Township Committee  
Anthony J. Ammiano  
Eugene B. Golub  
Barbara McMorrow  
Robert C. McGirr  
David M. Salkin

Township Administrator  
Peter R. Valesi

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PREAMBLE

This Agreement entered into this 1<sup>st</sup> day of January, 2012, by and between the TOWNSHIP OF FREEHOLD, in the County of Monmouth, New Jersey, a municipal corporation of the State of New Jersey (hereinafter called the "Township"), and Local 68, International Union of Operating Engineers, 11 Fairfield Place, West Caldwell, New Jersey 07006 (herein after called the "Union"), represents the complete and final understanding on all bargainable issues between the Township and the Union.

ARTICLE I  
RECOGNITION

The Township recognizes Local 68 of International Union of Operating Engineers as the sole and exclusive representative for the purposes of collective negotiations for all full time and regularly and permanently employed blue collar employees in the Building and Grounds Departments, Park and Recreation Department and Shade Tree Department who are employed by the Township of Freehold as certified by the State of New Jersey PERC Docket No. RO-2000-70.

ARTICLE II  
MANAGEMENT RIGHTS

A. The Township hereby retains and reserves onto itself, without limitation, all powers, right, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

1. The executive management and administrative control of the Township Government and its properties and facilities and activities of its employees by utilizing personnel, methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Township.
2. To make rules of procedure and conduct, to introduce and use new and improved methods and equipment, to contract out for goods and services, to determine work schedules and shifts, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of the work required.
3. The right of management to make, maintain and amend such reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety and /or the effective operation of the Department after advance notice thereof to the employees and to require compliance by the employees is recognized.

4. To **hire** all employees, and subject to the provisions of law, to **determine their qualifications** and conditions of continued employment, **or assignment**, and to promote and transfer employees.
  5. To **suspend, demote, discharge** or take any other appropriate **disciplinary** action against **any** employee for good and just cause according to law.
  6. To **layoff employees** in the event of lack of work or funds or under **conditions** where continuation of such work would be inefficient and non-productive or for other legitimate reason.
  7. The Township reserves the right with regard to all other conditions of employment **not reserved** to make such changes as it deems desirable and **necessary for the** efficiency and effective operation of the Department.
  8. The Township retains the right to subcontract any or all of the work **performed by employees** covered by this Agreement. The Township will confer with the Union prior to subcontracting.
- B. In the exercise of **the foregoing** powers, rights, authority, duties and responsibilities of **the Township**, the adoption of policies, rules, regulations, and **practices** and the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the **specific and express terms** hereof are in conformance with the **Constitution and laws of** New Jersey and of the United States.

ARTICLE III  
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.
2. Nothing herein shall be construed as limiting the rights of any employee having a grievance to discuss the matter informally with any appropriate member of the Department.

B. Definition

The term "grievance" as used herein means the interpretation, application or violation of the Agreement and may be raised by an individual, the Union on behalf of an individual or individuals, or the Township. The sole remedy available to any employee for any alleged breach of this Agreement or any alleged violation of his rights hereunder shall be pursuant to the grievance and arbitration procedure provided.

C. Steps of the Grievance Procedure

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any step is waived in writing by mutual consent:

Step One

The Union on behalf of an aggrieved employee or employees of the Township shall institute action under the provisions hereof within seven (7) calendar days of the occurrence of the grievance, and an earnest effort



shall be made to settle the differences between the aggrieved employee and his immediate supervisor, for the purpose of resolving the matter informally. Failure to act within said seven (7) calendar days shall be deemed to constitute an abandonment of the grievance. The supervisor shall render a decision within seven (7) calendar days after receipt of the grievance.

#### Step Two

If the grievance is not settled at the first step, the grievant may make written request for a second meeting within seven (7) calendar days after the answer at the first step, the request for a second step meeting shall be made within seven (7) calendar days after the answer is received at the first step. The Department Head shall set a meeting within ten (10) calendar days after the request, or for such other time as is mutually agreeable. Said second step meeting shall be between the Department Head and the Union representative, if requested by the grievant.

The Department Head's answer to the second step shall be delivered to the Union within ten (10) calendar days.

#### Step Three

If the aggrieved person is not satisfied with the handling or result of the grievance on the second level, the grievant may within ten (10) calendar days notify the Township Administrator or his designee that they wish to have him/her rule on the aggrieved matter. A meeting shall be set within thirty (30) calendar days after the Township Administrator has received the request that it rule on the matter. At such meeting, the aggrieved may appear with a representative of the Union. The Township

Administrator's answer at the third step shall be delivered to the Union within ten (10) calendar days after said meeting.

Step Four

Should the Union be dissatisfied with the decision of the Township Administrator, the matter may be pursued by the Union on behalf of an employee or group of employees by filing a demand for arbitration with the Public Employment Relations Commission with a copy to the Township within thirty (30) calendar days after receipt of the Township Administrator's answer at step three.

1. The arbitrator shall be selected in accordance with the rules and regulations of the Public Employment Relations Commission.
2. The arbitrator shall conduct a hearing and shall render his decision in writing with findings of fact and conclusions. The decision of the Arbitrator shall be binding subject to the rights of the Parties under N.J.S.A. 2A:24-1 et seq.
3. The arbitrator shall not add to, subtract from, modify or amend in any way this Agreement.
4. Only one (1) issue or grievance may be submitted to an arbitrator unless the parties agree otherwise.
5. The cost of the arbitrator will be borne equally by the Union and Township and all other expenses incurred by either side, including the presentation of witnesses, will be borne by the side incurring same.

D. Township Grievances

Grievances initiated by the Township shall be filed directly with the Union within ten (10) calendar days after the event giving rise to the grievance has occurred. A meeting shall be held within (10) calendar days after the filing of the grievance between representatives of the Township and the Union and its Attorney in an earnest effort to adjust the differences between the parties.

## ARTICLE IV

### HOURS AND OVERTIME

- A. The hours of work of employees covered under this Agreement except as otherwise noted below will be forty (40) hours per week, eight (8) hours per day, exclusive of an unpaid thirty (30) minute per day lunch period, five (5) consecutive days per week.
- B. The hours of work of Park Rangers will be forty (40) hours in a seven (7) day work period, exclusive of an unpaid thirty (30) minute per day lunch period.
- C. Regular full-time employees will be provided with two (2) fifteen (15) minute breaks per days, one (1) during the first half of the work day and one (1) during the second half of the work day.
- D. Vacation days, holidays, sick days and personal days will be counted as time worked for the purposes of Section E of this Article.
- E. Employees who work in excess of forty (40) hours per week will be paid at the rate of time and one half the regular straight time pay for all time worked in excess of forty (40) hours.
- F. For emergencies, employees working over 12 hours of continuous overtime will be compensated thereafter at a rate of double the employee's regular straight-time pay.
- G. Hours worked on Thanksgiving, Christmas Day, New Years Day and/or Independence Day (July 4<sup>th</sup>) will be compensated at double time the employee's regular straight-time pay in addition to the Holiday Pay entitlement. All other Holidays worked will be compensated at time and one-half for hours worked, in addition to the regular holiday pay.

H. Snow Removal Work will be paid in accordance with the Township Policy on Snow Removal dated 12/05/05. Revised 9-19-08.

ARTICLE V

HOLIDAYS

- A. The following holidays shall be recognized:
1. New Year's Day
  2. Martin Luther King's Birthday
  3. Lincoln's Birthday
  4. President's Day
  5. Good Friday
  6. Memorial Day
  7. Independence Day
  8. Labor Day
  9. Columbus Day
  10. General Election Day
  11. Veteran's Day
  12. Thanksgiving Day
  13. Day after Thanksgiving
  14. Christmas Day
- B. When a holiday **falls on a Saturday**, it shall be celebrated on the previous **Friday**. **Holidays falling on Sunday** shall be celebrated on the following **Monday**.
- C. **During** December of each year, the Township will designate in writing the **holidays** to be observed in the following calendar year. The Township may designate up to **a maximum of five (5)** holidays as floating holidays instead of any of the **holidays** noted in the Section A above.

- D. Employees shall not be entitled to holiday pay unless they work the regularly scheduled day of work immediately preceding and immediately following the holiday, except if such employee has been excused by the Township under such circumstances as approved vacation time, sick time or personal time. Employees absent from work due to sickness on the regularly scheduled day of work immediately preceding and immediately following the holiday shall furnish a medical certificate for such absence.

ARTICLE VI

VACATIONS

- A. New employees will receive one working day of vacation for each month of service, including the month they are hired. Beginning January 1<sup>st</sup> of the following year, each employee will receive 12 working days of vacation per year. On January 1<sup>st</sup> of the year each employee receives one of the anniversary dates listed below, the number of annual allotted vacation days will be increased to the corresponding threshold shown below.

5 <sup>th</sup> Anniversary	15 Vacation Days
10 <sup>th</sup> Anniversary	16 Vacation Days
15 <sup>th</sup> Anniversary	19 Vacation Days
20 <sup>th</sup> Anniversary	22 Vacation Days
25 <sup>th</sup> Anniversary	23 Vacation Days

- B. Vacation entitlements are to be determined as of January 1<sup>st</sup> of each year, based on length of service in that year.
- C. Vacation allowance must be taken during the current calendar year and reasonable efforts will be made to give the employee the time of his/her choosing unless the Township determines that the vacation cannot be taken because of pressure of work. Any unused vacation resulting from the pressure of work as determined by the Township may be carried forward into the next succeeding year only during such time frame as determined by the Administrator.



ARTICLE VII

PERSONAL DAYS

- A. Each full-time employee covered by this Agreement shall receive personal days at eight (8) hours straight time during each year of this Agreement as follows:
- after one (1) to nine (9) months inclusive 1 day
  - after nine (9) to twelve (12) months inclusive 2 days
- B. Personal days must be taken in whole days only.
- C. Personal day entitlements are to be determined as of January 1<sup>st</sup> of each year.
- D. Requests for such personal days will be made in writing to the employee's supervisor, not less than three (3) calendar days in advance of the day, except in cases of emergency.

ARTICLE VIII

SICK LEAVE

A. SERVICE CREDIT FOR SICK LEAVE

1. All permanent employees or full-time provisional employees shall be entitled to sick leave with pay based on their aggregate years of service.
2. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease. Sick leave may also be used for short periods because of death in the employee's immediate family or for the attendance of the employee upon the member of the immediate family who is seriously ill. Use by an employee of sick leave because of death in the employee's immediate family will not affect the employee's evaluation.
3. For the purpose of this Article, immediate family means father, mother, mother-in-law, father-in-law, grandmother, grandfather, grandchild, spouse, child, foster child, sister or brother of the employee. It shall also include relatives of the employee residing in the employee's household.
4. Such sick leave shall not include any extended period where the employee serves as a nurse or housekeeper during this period of illness.

B. AMOUNT OF SICK LEAVE

1. The minimum **sick leave with pay** shall accrue to any full-time employee **on the basis of one** (1) working day per month during the remainder of the first calendar year of employment after initial **appointment** and **fifteen** (15) days in every calendar year thereafter.
2. Any amount **of sick leave** allowance not used in any calendar year shall accumulate to the **employee's credit from** year to year to be used if and **when** needed for such purpose.
3. An employee shall not be reimbursed for accrued sick leave at the time of termination of his employment. Upon termination, the Township **shall certify to** the Department of Civil Service the employee's accumulated **sick leave** which shall be made part of the employee's **permanent record**.

C. REPORTING OF ABSENCE ON SICK LEAVE

1. If an **employee is absent** for reasons that entitle him to sick leave, his supervisor shall be **notified** promptly as of the employee's usual **reporting time**, except in those work situations where notice must be made prior to the employee's starting time.
  - a. **Failure to so notify his supervisor** may be cause of denial of the **use of sick leave for that absence and** constitute cause for **disciplinary action**.
  - b. **Absence without notice** for five (5) consecutive days shall constitute **a resignation**.

D. VERIFICATION OF SICK LEAVE

1. An employee who shall be absent on sick leave for five (5) or more consecutive working days may be required to submit acceptable medical evidence substantiating the illness.
  - a. An employee who has been absent on sick leave for periods totaling ten (10) days in one calendar year consisting of periods of less than five (5) days, may be required to submit acceptable medical evidence of any additional sick leave in that year unless such illness is of a chronic or recurring nature requiring recurring absences of one (1) day or less in which case only one (1) certificate shall be necessary for a period of six (6) months.
  - b. The Township may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable and warranted under the circumstances. Abuse of sick leave shall be cause for disciplinary action.
2. In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required.
3. The Township 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 Township, by a physician chosen by the employee from a panel of physicians designated by the Township. Such examination shall establish whether the employee is capable of performing his normal duties and that his return will not jeopardize the health of other employees.

E. ACCUMULATED SICK LEAVE UPON RETIREMENT

1. After ten (10) years of service with the Township and upon retirement under the Public Employees Retirement System, an employee shall be paid for one half (1/2) of his/her accumulated unused sick leave not to exceed seventeen thousand five hundred (\$17,500.00) dollars.

ARTICLE IX

BEREAVEMENT LEAVE

- A. Up to three (3) consecutive days of leave without loss of regular straight time pay shall be granted to an employee in the event of a death of a member of the employee's immediate family. For the purpose of this Article, immediate family shall mean, father, step-father, mother, step-mother, mother-in-law, father-in-law, grandmother, grandfather, grandchild, spouse, child, step-child, foster child, sister or brother of the employee. It shall also include relatives of the employee residing in the employee's household.
- B. The employee shall submit in writing a request for the aforementioned bereavement leave prior to the leave being approved and shall furnish proof of death in the immediate family.
- C. The employee may also, if needed, request to utilize accumulated sick time for additional time with prior Department Head approval.
- D. No banking of bereavement time is permitted. Bereavement Leave must be utilized on or about the time of death or funeral or it is forfeited.

## ARTICLE X

### HOSPITALIZATION AND LIFE INSURANCE

#### A. Phase-in Period

1. This Article will be consistent with Chapter 78 of the Laws of 2011 adopted by the New Jersey Legislature (hereinafter "the Law"). In the event that there is ever determined to be a conflict between the language of this Article and the Law, the provisions of the Law will govern.
2. This Article will apply to all aspects of medical care benefits, including prescription, dental, and hospitalization. In conjunction with the Law, all participating members will be required to pay a premium contribution toward their health coverage. These contributions will be phased in over a four (4) year period during the term of this Agreement. Each member's contribution will be phased in one-quarter per year until the maximum percentage required by law is reached. In the fifth year of this Contract (2016), benefit contributions will be frozen at the percentages paid in Year 4 (2015)

#### B. Health Benefit Contribution Schedules

1. The percent of the premium contribution for all employees will be multiplied by the total premium due for each employee and deducted from base salary, as set forth in the Law. For reference, the contribution schedules will be as detailed in the legislation as of the date of ratification of this contract.

C. Plans

1. The employee may, in accordance with the Rules and Regulations of the insurance carrier, change from one plan offered by the Township to any other plan offered by the Township.

D. Accidental Death & Disability

1. The Township will continue to provide for each member of the Department the current group accidental death and disability coverage for the life of this Agreement. The aforementioned coverage shall not be less than ten thousand (\$10,000.00) dollars.

E. Health Benefits – Retirees

1. For Employees hired after 1/1/2010, the benefits extended to retirees and their spouses shall cease individually, upon each individual attaining eligibility for Medicare.

F. Change in Benefits

1. The Township may, at its option, change health benefit plans and carriers so long as substantially similar benefits are provided. The Township will provide the IUOE with at least thirty (30) days advance written notice along with a copy of the plan prior to implementing any change of plans or carriers.



ARTICLE XI  
PENSION PLAN

The Township shall continue for the lifetime of this Agreement to pay the Township's portion of the pension costs under the Public Employee's Retirement System of New Jersey in effect at the signing of this Agreement.

ARTICLE XII

UNIFORMS

- A. The Township shall continue to provide uniforms or uniform service without cost to the individual employee. The uniform issue will be as determined by the Township. The cost of uniform cleaning will be assumed by the individual employee.
- B. Employee must report to work in uniform and will be subject to discipline for failing to do so.

ARTICLE XIII

SALARIES, CERTIFICATION AND LICENSES

A. Employees hired after January 1, 2012 shall follow the following step chart upon being hired:

Year 1:	\$29,000
Year 2:	\$30,500
Year 3:	\$31,750
Year 4:	\$33,250
Year 5:	\$34,750
Year 6:	\$35,700

Once an employee reaches the Year 6 step, they will be subject to the annual increase in the negotiated agreement for all employees. Current employees that do not meet the Year 6 salary will fall into the step that is directly above their current annual salary and will follow year to year until they reach the Year 6 salary. After reaching the Year 6 salary, they will be subject to the annual increase in the negotiated agreement for all employees. A Year begins on January 1<sup>st</sup> of each contract year, regardless of start date.

The following minimum salaries will apply for the following positions in the contract.

Laborer -	Entry Chart*
Building Maintenance Worker -	Entry Chart*
Maintenance Repairer -	\$44,000
Senior Building Maintenance Worker -	\$42,000
Senior Park Maintenance Worker/Turf -	\$38,000
Park Maintenance Worker/Turf -	\$35,750
Recreation Maintenance -	Entry Chart*
Parks/Recreation Maintenance Worker -	\$38,500
Senior Recreation Maintenance Worker -	\$42,500
Tree Trimmer -	\$36,500
Tree Climber -	\$44,500

Assistant Supervisor, Recreation Maintenance is a recognized title to date, but will be removed from the CBA January 1, 2012.

\* Entry Chart denotes that the minimum applicable salary for this title shall be the corresponding Entry Chart salary for the respective year of employment for that employee.

Annual increases for all salaries (excluding the entry chart salaries and minimums for related title salaries) are as follows:

- Effective 1/1/12 - 1.5% increase to base salary
- Effective 1/1/13 - 1.75% increase to base salary
- Effective 1/1/14 - 1.75% increase to base salary
- Effective 1/1/15 - 2.0% increase to base salary
- Effective 1/1/16 - 2.25% increase to base salary

B. Department of Personnel Certification

Salary increases as a result of promotions will occur at the end of the employee successfully completing the 90 day working test period which will commence upon Provisional appointment.

C. Probationary Employees

1. Newly hired employees will be regarded as probationary employees for the first six (6) months of employment.
2. During the newly hired employee's probationary status, the Township may discipline, including discharge such employee and such discipline or discharge shall not be subject to the grievance procedure.

D. Licenses, Certifications and Stipends

1. Employees who hold or attain licenses noted below will receive additional per annum payments in the following amounts indicated which will be included in their base pay. (For CDL license holders, an Air Brake endorsement is required and is included in the rate noted. There will be no compensation for any other endorsements):

CDLA	\$625.00
CDLB	\$425.00
CPO	\$650.00
Pesticide Commercial Applicator	\$850.00
CFC License	\$700.00
Shade Tree 24 hour/7 day on-call stipend	\$350.00

An Applicator's License **must** be approved by the Township Administrator prior to tuition reimbursement or per annum pay is received.

Accumulative license payment will be grandfathered for those individuals **currently receiving same** only. In the future, employees will **progress from one level to the** other without accumulation, but will **receive only the rate** at the level attained.

ARTICLE XIV

CALL-IN-PAY

Employees who are called in to work after having left the premises of the Township, at a time not contiguous to the employee's regular work time, will receive a minimum of three (3) hours' pay at the rate of time and one-half (1 ½) for work performed during the call in.

ARTICLE XV

LONGEVITY PAY

1. For employees hired prior to December 31, 2011, in addition to the salary as noted in Article XIII, longevity pay will be paid during the term of this Agreement.

A. The per annum longevity pay will be determined by the employment anniversary date as follows:

On the Employee's: Longevity Increases to:

5<sup>th</sup> Anniversary \$1,350

10<sup>th</sup> Anniversary \$1,650

15<sup>th</sup> Anniversary \$2,150

20<sup>th</sup> Anniversary \$2,650

25<sup>th</sup> Anniversary \$3,150

B. Longevity pay shall be included in the employee's base salary for pension and overtime purposes.

2. For employees hired after January 1, 2012, there will be no payment for longevity.



ARTICLE XVI

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. The Union covenants and agrees that neither the Union nor any person acting in its behalf, will cause, authorize, members take part in, any strike (i.e., the concerted failure to report for duty, or willful absence of an employee from his/her position, or stoppage of work or abstinence in whole or in part, duties of employment), work stoppage, slowdown, walkout or other job action against the Township. The Union agrees that such action would constitute a material breach of this Agreement.
- C. The Union 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 such action by any other employee or group of employees of the Township, and that the Union will publicly disavow such action and order all such members that participate in such activities to cease and desist from same immediately and to return to work, and take such other steps as may be necessary under the circumstances to bring about compliance with the Union's order.

- D. In the event of a strike, slowdown, work stoppage, or other activity  
aforementioned, it is covenanted and agreed that participation in any  
such activity by any employee covered under this Agreement shall entitle  
the Township to take any disciplinary action up to and including  
termination of the employment of such employee or employees.
- E. Nothing contained in this Agreement shall be construed to limit or  
restrict the Township in its right to seek and obtain such judicial relief as  
it may be entitled to have in Law or in equity for injunction or damages,  
or both, in the event of such breach by the Union or its members.

ARTICLE XVII

AGENCY SHOP AND DUES CHECK OFF

A. Representation Fee

The Township agrees to deduct a fair share fee from the earnings of those employees who elect not to become a member of the Union and transmit the fees to the majority representative after written notice of the amount of the fair share assessment is furnished to the Township.

B. Computation of Fair Share Fee

The fair share fee for services rendered by the majority representative shall be in an amount equal to regular membership dues, initiation fees, and assessments of the majority representative, less the cost of benefits financed through the dues and available only to members of the majority representative, but in no event shall the fee exceed eighty-five percent (85%) of the regular membership fees, dues and assessments. The computation of such fair share fee shall be in accordance with applicable law.

C. Challenging Assessment Procedure

1. The Union agrees that it has established a procedure by which a non-member employee in the unit can challenge the assessment, as in N.J.S.A. 34:13A-5.6.
2. In the event that the challenge is filed, the deduction of the fair share fee shall be held in escrow by the Township pending final resolution of the challenge.

D. Deduction of Fee

No fee shall be deducted for any employee sooner than:

- a. Thirtieth (30<sup>th</sup>) day following the notice of the amount of the fair share fee;
- b. Satisfactory completion of a probationary period;
- c. The tenth (10<sup>th</sup>) day following the beginning of employment for employee entering into work in the bargaining unit from re-employment lists.

E. Payment of Fee

The Township shall deduct the fee from the earnings of the employee and transmit the fee to the Union on a monthly basis during the term of the Agreement.

F. Miscellaneous

1. The Union shall indemnify, defend and save the Township harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Township in reliance upon fair share information and/or information concerning the names of the employees and the amount of dues or fair share fees to be deducted.
2. Any action engaged in by the Union, its representatives or agents, which discriminates between non-members who pay said representation fee and members with regard to the payment of such fee other than as allowed under the law shall be treated as an unfair practice.

G. Dues Check Off

Payroll deduction for dues to the Union from members who are employees of the Township covered by this Agreement shall be made by the Township upon the submission to the Township by the Union of notification from said employee authorizing the deduction of dues from their pay. The appropriate Township official shall forward said dues deductions to the Union on a monthly basis during the term of this Agreement. Employees may withdraw authority for deduction of dues. Any such written authorization to deduct dues may be withdrawn by the employee holding employment at any time by the filing of notice of withdrawal with the Township. The filing of notice of withdrawal shall be effective to halt deductions as of the January 1<sup>st</sup> or July 1<sup>st</sup> next succeeding the date on which notice of withdrawal is filed.

ARTICLE XVIII

EMERGENCIES - MEAL ALLOWANCE

Qualified employees of the Township who are called in on snow emergencies will be eligible for a meal allowance as follows:

2010

- |              |         |
|--------------|---------|
| 1. Breakfast | \$10.00 |
| 2. Lunch     | \$12.00 |
| 3. Dinner    | \$16.00 |

ARTICLE XVIII

SENIORITY

Seniority for the purposes of this Agreement is defined as the total length of continuous service with the Township within the bargaining unit commencing with the last date of hire as a fulltime employee. In the event of a layoff by the Township, such layoff will be in the inverse order of seniority, provided the senior employee has the skill, ability and physical fitness to perform the required work.

ARTICLE XIX

POSTING OF OPENINGS

- A. Bargaining unit job openings will be posted on a bulletin board in the Parks and Recreation and Building and Grounds Department for a period of ten (10) calendar days.
- B. Bargaining unit employees have the right to apply for openings and consideration for filling a job opening will be made on the basis of skill, ability, experience and licenses, if applicable. Seniority will be a factor in the selection.



ARTICLE XX

BULLETIN BOARDS

The Township will provide a bulletin board in the Parks and Recreation Department and the Building and Grounds Department for the purpose of posting notices relating to meetings and other union business. The posting of these notices is subject to the approval of the Township Administrator or his designee.

ARTICLE XXI

JURY DUTY

- A. In accordance with Township policy, which may be amended from time to time, employees who are required to perform jury duty shall suffer no loss of regular, straight time pay while so serving. Such employees must present evidence of jury date to the Township Administrator and any compensation received by the employee for jury duty will be promptly turned over to the Township.
- B. In the event an employee is called to jury duty and is released with at least one-half (1/2) of his working day remaining such employee shall report to work and complete the working day.

ARTICLE XXII

EDUCATION

In accordance with Township policy, which may be amended from time to time, employees covered under this Agreement will be reimbursed for the cost of education programs which attendance has been required by the Township or has been approved in advance by the Township Administrator.

ARTICLE XXIII

UNION BUSINESS

- A. In the event the Union duly authorizes a member of the bargaining unit to represent it during formal grievance hearings and such hearings are scheduled to take place during the regular working hours of said representative, the representative will be excused from duty without loss of regular straight time pay for such time as may be required to hear the grievance.
- B. Employees who are members of the Union negotiating committee shall suffer no loss of regular straight time pay for participation in mutually scheduled negotiations which may occur during their regular working hours.
- C. The Union business representative may have access to Township facilities for the purpose of adjusting grievances and the settlement of disputes provided such representative has received approval to do so in advance from the Township Administrator or his designee.

ARTICLE XXIV

SEPARABILITY AND SAVINGS

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

ARTICLE XXV

FULLY BARGAINED PROVISIONS

- A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the terms of this Agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.
- B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing only executed by both parties.

ARTICLE XXVI

TERM AND RENEWAL

This Agreement shall be in full force and effect as of January 1, 2012 and shall remain in effect to and including December 31, 2016, without any reopening date. Any economic changes in this Agreement shall apply only to those employees on the payroll of the Township at the date of execution of this Agreement. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing no sooner than one hundred eighty (180) days nor later than one hundred twenty (120) days prior to the expiration date of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at Freehold Township, New Jersey on this 30 day of January, 2012

By: Thomas P. Giblin  
THOMAS P. GIBLIN, Business Mgr

By: Peter R. Valesi  
Peter R. Valesi  
Township Administrator

By: Edward P. Boylan  
EDWARD P. BOYLAN, President

Attest:

By: Kevin P. Frey  
KEVIN P. FREY, Recording  
Secretary

Teresa Warner  
Teresa Warner  
Township Clerk

By: Michael B. Mcglynn  
MICHAEL B. MCGLYNN, Business  
Representative