

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, 2007 through December 31, 2011

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PREAMBLE

THIS AGREEMENT is entered into this 1st day of May , 2008 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 call the “**ASSOCIATION**” represent 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 employees, professional employees, police, council employees, volunteer fire fighters and all other employees.

ARTICLE II

NON-DISCRIMINATION

A. The Township and the Association agree that there shall be no discrimination against any employee because of race, creed, color, religion, sex, national origin or political affiliation.

B. The Township and the Association agree that all employees covered under this Agreement have the right without fear of penalty or reprisal to form, join and assist any employee organization or to refrain from any such activity. There shall be no discrimination by the Township or the Association against any employee because of the employees' membership or non-membership or activity or non-activity in the Association.

ARTICLE III

ASSOCIATION RIGHTS AND RESPONSIBILITIES

A. In accordance with N.J.S.A. 40A:14-177, two (2) authorized representatives of the Association shall be entitled to attend the New Jersey or national convention of the Professional Fire Fighters Association of New Jersey. The leave shall be for a period inclusive of duration of the convention with a reasonable time allowed for time to travel to and from the convention, provided that such leave shall be for no more than seven (7) calendar days. A certificate of attendance to the State convention shall, upon request, be submitted by the representative so attending.

B. Authorized Association representative, not to exceed two (2), shall be excused without loss of pay from their normal duties to participate in negotiations for the renewal of the Agreement 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.

ARTICLE IV

MANAGEMENT RIGHTS AND RESPONSIBILITIES

A. The Township hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of New Jersey and the United States, including, but not limiting, the generality of the foregoing, the following rights:

1. To the executive management and administrative control of the Township and its properties and facilities and the 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 use improved methods and equipment, to determine work schedules and shifts, to decide the number of the employees needed for any particular time and to be in sole charge of the quality and quantity of work required.

3. The right of management to make 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 is recognized.

4. To hire all employees, to promote, transfer, assign or retain employees in positions within the Township.

5. To suspend, demote, discharge or take any other appropriate disciplinary action against any employee for good cause according to the law and subject to the grievance procedure.

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.

2. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Township's staff.

3. Nothing herein shall be deemed to deny the employees of their statutory or other legal rights concerning discipline. Nothing herein shall be deemed to deny employees their rights to pursue any other statutory or legal remedies in lieu of resorting to the grievance procedure.

B. Definition

The term "grievance", as used herein, means any controversy arising over the interpretation, application or alleged violation of any provisions of this collective bargaining agreement between the parties and shall only be raised by the Association on behalf of an individual or group of individuals.

C. Prior to filing any grievance, an earnest effort should be made to resolve the controversy. An authorized representative of the Association and any affected employees should meet with the Board's designee, to review matters and explore a mutually fair and equitable resolution.

D. Steps of the Grievance Procedure

In order to resolve grievances covered by this Agreement between the parties, this procedure shall be followed unless any step is waived by mutual consent:

Step One:

An aggrieved employee or employees shall institute action under the provision hereof within ten (10) calendar days of the occurrence of the event giving rise to the grievance. Action is instituted by filing a grievance with the Association Grievance Committee. Failure to act 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.

2. The Township Committee or designee shall review the materials presented, and, within twenty (20) calendar days from the filing of the grievance and make a written determination.

D. Arbitration

1. Within twenty (20) calendar days of the Step Three decision or the date of the Step Three decision is due, the Association may petition for arbitration. The arbitrator shall be chosen in accordance with the rules of the Public Employment Relations Commission (PERC).

2. The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him/her involved in the grievance. In formulating the decision, the arbitrator shall adhere to the statutory and case law of New Jersey and the United States, where applicable. The arbitrator shall not have the authority to add to, modify, subtract from or alter in any way the provisions of this

Agreement or any amendment or supplement thereto. The decision of the arbitrator shall be final and binding in accordance with law.

3. The costs for the services of the arbitrator shall be borne equally by the Township and the Association. Any other expenses incurred, including but not limited to the presentation of witnesses shall be paid by the party incurring the same.

4. The arbitrator shall set forth his/her findings of fact and reasons for making the award within thirty (30) calendar days after the conclusion of the arbitration hearing, unless agreed to otherwise by the parties.

5. Group grievances, which shall be defined as those affecting “substantially” all of the members of the Association, shall be filed by the Association, and the Association only, at Step Two.

6. Grievances initiated by the Township shall be filed simultaneously with the Local Union President and Unit Shop Steward within fifteen (15) calendar days after the occurrence giving rise to the grievance. The Township and Association shall schedule a meeting within fifteen (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. 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 equity for injunction or damages, or both, in the event of such breach by the Association or its members.

E. The Township and all officers shall exercise their supervisory duties faithfully, irrespective of the fact that the employees are covered by this Agreement, and they shall

be objective in their dealings with all personnel subordinate to them, irrespective of their affiliation with the Association.

ARTICLE VII

DUES, DEDUCTIONS, AND AGENCY SHOP

A. The Township agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the Association. Such deduction shall be made in compliance with Chapter 123, Public Laws of 1974, N.J.S.A. (R.S.) 52:14-15.9e, as amended.

B. A check-off shall commence for each employee that signs a properly dated authorization card, supplied by the Association and verified by the Township's designee during the month following the filing of such card with the Township.

C. If during the life of this Agreement, there shall be any change in the rate of membership dues, the Association shall furnish the Township written notice thirty (30) days prior to the effective date of such change and shall furnish the Township either new authorizations from its member showing the authorized deductions of each employee or an official notification on the letterhead of the Association and signed by the President of the Association advising of such changed deduction.

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 to the Township's designee.

E. Any such written authorization may only be withdrawn between the period of the 1st of April and the 30th 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 advances in wages, hours and other conditions of employment which ordinarily cannot be secured through collective negotiations with the Township.

4. Prior to January 1st and July 31st of each year, the Association, if there is a change in the cost of membership, shall provide advance written notice to the Township and any non-member of such increase. Upon written request, any information necessary to compute or validate the fair share fee for services enumerated above will be forwarded to the Township or employee requesting same.

5. The Association shall establish and maintain a procedure whereby any employee can challenge the assessment as computed by the Association. This appeal procedure shall in no way involve the Township or require the Township to take any action other than to hold the fee in escrow pending resolution of the appeal.

6. The Association 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 salary deduction authorization cards or the fair share assessment information as furnished by the Association and signed by the President of the Association, advising of such changed deduction.

ARTICLE VIII

EMPLOYEE RIGHTS AND PRIVILEGES

A. Nothing contained herein shall be construed to deny or restrict any employee such rights as they may have under New Jersey laws or other applicable laws and regulations.

B. 1. Proposed new rules or modifications or existing rules covering negotiable working conditions shall be consulted with the Association before they are established, but shall only be negotiable where the subject is a mandatory subject of bargaining under the law.

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 effected 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.

E. The Township shall require employees to work overtime as the need arises and shall mandate those employees to work overtime most suitable to work said overtime. Open shifts shall be assigned on a seniority basis however the Township will endeavor to equalize overtime where possible.

F. All references in this contract to day(s) for unit employees shall consist of ten (10) hours in order to maintain consistency with the scheduled days of work, unless the Township finds it necessary to re-assign employees to alternate duties or work schedules as referenced in Article IV (8), in which case the reference to day(s) reverts to the number of hours per work day as assigned.

ARTICLE X

EXCHANGE OF HOURS OF DUTY

A. Employee requests to exchange hours of duty may be granted by the Township's designee, at his/her discretion, provided such request has been made through channels in writing. Such discretion shall not be unreasonably denied.

B. In exercising the provisions on this Article, no employee shall work more than two (2) shifts and the overtime provisions of this Agreement shall not apply to the second shift unless the employee is ordered to work hours in excess of the overtime provisions of this Agreement and then that shall only be applicable to those excess hours.

C. (1) A Firefighter may, with the approval of the Township or designee, be granted an exchange of duty with pay for any days on which he is able to secure another Firefighter to work in his place. Each exchange of duty request must be submitted for approval to the Township or designee no later than seventy-two (72) hours in advance. However, short notice requests will be considered on a case-by-case basis. All exchanges within a pay period must be resolved by the individuals involved. Exchanges in any calendar year must be completed by January 1st 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 AND LONGEVITY

For the duration of the collective bargaining agreement term, the parties will be governed by the following salary guide:

	Step	Year 1 2007	Year 2 2008	Year 3 2009	Year 4 2010	Year 5 2011
Firefighter	1	31,500.00	33,000.00	\$33,918.35	34,418.00	34,918.00
Starting Salary	2	32,445.00	33,990.00	\$34,935.90	35,450.54	35,965.54
	3	33,418.35	35,009.70	\$35,983.98	36,514.06	37,044.51
	4	34,420.90	36,059.99	\$37,063.50	37,609.48	38,155.84
	5	35,625.63	37,141.79	\$38,175.40	38,737.76	39,300.52
	6	36,872.53	38,256.04	\$39,320.66	39,899.90	40,479.53
	7	37,978.71	39,403.73	\$40,500.28	41,096.89	41,693.92
	8	39,497.85	40,585.84	\$41,715.29	42,329.80	42,944.74
	9	41,077.77	42,209.27	\$42,966.75	43,599.69	44,233.08
	10	42,720.88	43,686.60	\$44,470.59	44,907.68	45,560.07

11	44,216.11	45,215.63	\$46,027.06	46,703.99	47,382.47
12	45,763.67	46,798.17	\$47,638.00	48,572.15	49,277.77
Department Supervisor Stipend		2,000.00	\$2,000.00	3,000.00	3,000.00

As for the employees on the payroll as of the execution of this Memorandum of Agreement, they shall be placed on the salary guide as set forth below:

Vorp- Step 12, effective 1/1/07

Luck - Step 7, effective 1/1/07

Crane- Step 5, effective 1/1/07

Crosby - Step 1, effective 1/1/07

Hart - Step 1, effective 1/1/07

Starting in 2008, these employees will advance a step on the salary guide each January 1st until reaching maximum. Salary increases for 2007 and 2008 will be retroactive.

Any employee hired between January 1, 2007 and the date of the execution of this Memorandum of Agreement who is not on the payroll as of the date of such execution shall not be entitled to any retroactive pay or any other benefits awarded during such period. Future hires during the term of this Agreement may be placed on the guide as determined by the Township; if hired before July 1st, they shall be moved on the guide the following January 1st, if hired on or after July 1st, they shall be moved on the guide the 2nd January 1st after their hire.

Department Supervisor Stipend: The Department Supervisor will receive an annual (non-cumulative) stipend as follows:

2008: \$2,000

2009: \$2,000

2010: \$3,000

2011: \$3,000

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

C. If a scheduled holiday falls on a unit employee's scheduled day off, that employee shall receive an alternate day off for the missed holiday. There is no payment in lieu of these holiday days.

ARTICLE XIII

VACATIONS

A. The Township provides vacations with pay to all full-time permanent employees; however, no employee shall be entitled to a vacation prior to the completion of six (6) months of consecutive service.

B. It is the policy of the Township that each employee take advantage of the authorized vacation for reasons of health, rest, relaxation and pleasure and thus extra

compensation in lieu of vacation shall not be allowed unless prior authorization shall be obtained from the Township Committee or designee.

C. If, due to specific circumstances, all of the vacation is not used within the calendar year, annual vacation, not to exceed five (5) days, may be carried to the next calendar year. The carrying of such vacation leave to the next year must be approved by the Administrator and authorized by the Township Committee. Such vacation leave will be extended to March 31st. There shall be no accumulation of vacation beyond March 31st without Township Committee approval.

D. (1.) A full-time employee hired in the current year on or before March 1st of the calendar year is entitled to five (5) vacation days after completing a minimum of six (6) months service as a full-time permanent non-probationary employee. Ten (10) vacation days in the subsequent year.

(2.) A full-time employee hired in the current year after March 1st and before May 1st of the calendar year shall be entitled to four (4) vacation days during that calendar year upon 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 15th 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 15th through September 30th 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 1st and December 31st 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
14	19
15	20 maximum

F. Employees must schedule their vacations with their Supervisor or Department Head at least two (2) weeks in advance of their vacation in triplicate on the form provided by the Administrator or designee for that purpose for vacation leave of one (1) week or more. For two (2) days or less vacation, there must be at least three (3) days advance request. For three (3) or four (4) days of vacation, there must be at least one (1) week advanced request. After signing his/her approval, the Supervisor or Department Head shall turn the form over to the Business Administrator for his/her approval. An approved copy of the form will be returned to the employee and a copy forwarded to the Finance Officer. The employee shall make every effort to schedule their vacations so as to not coincide with vacations or other employees within that Department. The

Department Head and/or Business Administrator shall approve vacations in accordance with the best interest and needs of the Township.

G. However, probationary employees shall not accrue vacation leave during the probationary period and shall only be eligible thereafter as per above.

ARTICLE XIV

PERSONAL LEAVE

A. Each employee shall also be entitled to three (3) personal leave days per calendar year after twelve (12) consecutive months of service. Such leave shall not be cumulative from year to year and not paid upon termination.

B. Said days shall be asked for at least three (3) calendar days in advance in writing, except in case of emergency.

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

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 1st 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 family, for purposes of this section, shall be defined as spouse, child or other person living in the employee's household.

B. The employee shall submit a doctor's certificate to the Administrator when an employee is absent for more than three (3) days by reason of illness or disability of the employee or a member of the employee's immediate family. The Administrator also has the right to require the employee to be examined by a Township medical physician at any time for any reason at Township cost, irrespective of the first sentence.

C. In the first year of employment, not including the first month, employees shall accumulate sick leave on basis of one (1) day for each full month of employment. Each year thereafter full-time permanent employees shall accumulate sick leave on the basis of twelve (12) days a year, or one (1) day for each full month of employment.

D. A limited amount of unused sick leave may be accumulated from year to year and the employee is entitled to use the accumulated sick leave with pay if and when needed.

E. A limit of thirty (30) sick days may be accumulated and any excess may be sold back to the Township at the end of each year. The compensation for unused sick time will be computed at fifty (50%) percent of the number of days being sold at the employees current salary. An employee may sell back any portion of unused sick time at the end of the year. A record of unused sick time is to be kept by the payroll department.

Example:

Employee earns 12 sick days in year one; has used 0.	Banks 12 days
Employee earns 12 sick days in year two; has used 4.	Banks 8 days
Employee earns 12 sick days in year three; has used 0.	<u>Banks 12 days</u>
Total	32 days
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 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 advise the Department as to their place of confinement or change in their place of confinement. The employee will be responsible for notifying their Supervisor or designee no later than the start of his scheduled work day in order to be eligible for sick leave.

K. In all cases of reported illness or disability suffered by an employee, the Township reserves the right to send a physician to examine and/or report on the condition of the patient to the Administrator or designee. If a suspected period of illness or disability of the employee is for a lengthy time, the Administrator or designee may require interim reports on the condition of the patient at weekly intervals from the attending physician and/or Township physician.

L. An employee on sick leave receiving his normal compensation and who, in addition, qualifies for payment under Worker's Compensation and/or Temporary Disability shall, during the period he receives such benefits, be entitled only to that portion of his regular pay that, when added to either the worker's compensation payments or temporary disability payments or both, equals his regular gross pay. No employee while receiving such payments shall receive more than the full salary he would have received at the time of the injury.

M. Temporary, seasonal and/or probationary employees shall not be eligible for sick leave pay.

N. An employee shall not engage in any other employment activity either with the Township or with another employer, except by determination of the Township Committee, while on sick leave. No employee shall be engaged in employment with any other employer while collecting sick pay. Employees found to be doing so shall be subject to discipline, up to and including termination.

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 to perform any job function within the unit. The Administrator or designee reserves the right to require any employee to work in the alternate job function even if he is injured on duty and cannot perform his normal primary job functions.

B. The Township shall pay hospital, medical and surgical expenses occurred by any employee who is injured in the performance of his duty while he is subject to paragraph A above, subject to any required employee contributions.

C. Any employee who is injured, whether slight or severe, while working must make an injury report to the office in charge prior to the end of the employee's shift, or, if that is not medically possible, as soon thereafter as is possible.

D. It is understood that the employee must file an injury report with the Township's designee so that the Township may file the appropriate Worker's Compensation Claim. Failure to so report said injury may result in the failure of the employee to receive compensation under this Article.

E. The employee shall be required to present evidence by a certificate of a physician designated by the insurance carrier that he is unable to work, and the Township may reasonably require the employee to present such certificate from time to time.

F. If the Township does not accept the certificate of the physician designated by the insurance carrier, the Township shall have the right, at its own cost, to require the employee to obtain a physical examination and certification of fitness by a physician appointed by the Township.

G. In the event the Township appointed physician certifies the employee fit to return to duty, injury leave benefits granted under this Article shall be terminated, unless the employee's physician disputes the determination of the Township's appointed physician. Then the Township and the employee shall mutually agree upon a third physician who shall examine 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;
- (3) Making arrangements for the funeral service;
- (4) Completion of post-funeral documents and/or details; and/or
- (5) Period of mourning.

C. The employee may request additional bereavement leave from the Township, which shall be taken from either sick, personal (if applicable) and/or vacation leave (as determined by the employee). The granting or denial of the request for additional leave shall be made by the Township Committee or designee.

D. Notification of the need for bereavement leave shall be made immediately to the employee's supervisor or designee.

E. Proof of death may be required at the discretion of the Township of designee.

ARTICLE XIX

MILITARY LEAVE

Military leave shall be granted pursuant to State and Federal Statutes and Regulations.

ARTICLE XX

LEAVE OF ABSENCE

A. Leave of absence without any pay, in the sole discretion of the Township or designee to grant/deny, may be granted for good cause to any employee who has completed their probationary period. Such determination is not grievable.

B. Leaves of absence can be for a specified time period up to a maximum of one (1) three (3) month leave of absence with another three (3) month leave period, if requested. Both must be approved by the Township; they are unpaid and non-grievable.

C. During a leave of absence, the Township will not be responsible to provide the employee with the benefits provided within Article XXV. However, if the employee wishes that 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.

F. The uniform/turnout gear is as follows:

- | | |
|----------------------------------|---------------------------------|
| (1) Five (5) long sleeve shirts | (13) One (1) winter hat |
| (2) Five (5) short sleeve shirts | (14) One (1) helmet |
| (3) Five (5) pairs of pants | (15) One (1) structure boots |
| (4) Five (5) pairs of shorts | (16) One (1) turnout coat |
| (5) One (1) winter coat | (17) One (1) pair turnout pants |
| (6) Four (4) sweatshirts | (18) One (1) pair gloves |
| (7) Five (5) T-shirts | (19) One (1) hood |
| (8) One (1) pair of winter boots | (20) One (1) portable radio |
| (9) One (1) pair of summer boots | (21) One (1) flashlight |

(10) One (1) belt

(22) One (1) PASS device

(11) One (1) badge

(12) Three (3) job shirts (collared sweatshirts)

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.
3. 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.

4. If Upper Freehold Township has made payment and any of the above conditions as described in B., 2 and B., 3 above exists, the employee will be responsible for such payment. Payment may be reimbursed to the Township through payroll deductions.
5. If Upper Freehold Township has paid for schooling for any employee for a position they are appointed, the employee must continue in the position for at least two (2) years from completion date of said training; if the employee leaves the Township prior to two (2) years, the following provisions for employee reimbursement to the township exists:
 - (a) One hundred percent (100%) reimbursement if within the first year.
 - (b) Fifty percent (50%) reimbursement if after the first year and before the second year.
 - (c) Reimbursement will be deducted from employee's final paycheck.

C. Other requests for seminars, conferences or courses will be considered upon receipt by the Business Administrator with approval of the Department Supervisor.

D. Any overnight stay for training must be approved prior to attendance of said training. Shall an overnight stay be approved by the township for training, payment for said overnight stay shall be paid via voucher directly by the township wherever possible. If payment by voucher is not possible, employee shall submit proof of payment for reimbursement by voucher as soon as possible after attending the approved training.

E. Meals for training that require an overnight stay, that is approved by the Township, shall be reimbursed for meals during said stay with the maximum amount as follows:

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 entitled to fully paid medical insurance coverage. Newly hired employees will be eligible for medical insurance, as above, on the 1st day of the calendar month following the 30th day of employment with the Township.

B. Health Benefits Waiver

Employees may waive enrollment in the Township Health Benefits Plan if the employee is covered under another Health coverage plan provided by the employee's spouse or other relation. Proof of this coverage is required for the waiver to be accepted. Effective July 1, 2007 any employee who is eligible for Health Benefits, but waives the right to same, shall receive a stipend equal to the amount stipulated in the personnel policies of the Township, prorated for the number of months that the employee is not covered under the Township Health Benefits Plan. All payments associated with the waiver of benefits will be made the last pay period in November and are subject to applicable State and Federal taxes.

Employees who waive their health benefits will be entitled to re-enroll in the Township's Health Benefit Plan if their other coverage ends due to one of the following events affecting the relation currently providing benefits:

- Exhaustion of COBRA or other state mandated continuation provisions;
- Termination of employment or eligibility;
- Reduction of Hours;
- Divorce or legal separation;
- Death of benefit provider;

The Township must receive a re-enrollment application within 30 days of termination of the coverage period provided under the other Health Plan, along with a HIPAA letter verifying cancellation of the other policy in order for there to be no lapse in Health Benefit Coverage. If the required documentation is not provided the Township within this period of time, the employee will not be eligible for re-enrollment until the following open enrollment period. It is the responsibility of the employee to provide the required documentation in the time required for continuous Health Benefit coverage.

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, any employee/official or the Township or any resident/ citizen/ landlord/ tenant/business owner in the Township.

ARTICLE XXVIII

PERSONNEL FILES

A. A personnel file shall be established and maintained for each employee covered by this Agreement.

B. Upon advanced written notice and during the Township's business hours, and with the Township's Administrator or designee present, a member of the bargaining unit

may review the contents of his personnel file. However, this appointment for review must be made through the Township Administrator or designee.

C. Whenever a written complaint concerning an employee or his or her actions is to be placed in this personnel file, a copy shall be made available to the employee and he or she shall be given the opportunity to rebut it if he or she so desires. The employee shall be permitted to place said rebuttal in his or her file. Such rebuttal must be made within five (5) calendar days of notification of the complaint.

D. Maintenance of the personnel files will be accordance with the Archives Laws of the State of New Jersey, where applicable.

ARTICLE XXIX

PRINTING AND SUPPLYING AGREEMENT

This Agreement and any future agreement shall be copied and supplied to each employee by the Township within forty-five (45) calendar days of execution at no cost to the employee. One (1) copy shall also be sent to the Association.

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 an 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 XXXIII

FULLY BARGAINED AGREEMENT

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.

B. The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any matter or subject not removed by law from the area of collective bargaining and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

C. This Agreement shall not be modified in whole or in part by the parties except only by an instrument, in writing, executed by both parties.

D. It is the intent of the parties that the provisions of this Agreement will supersede all agreements and understandings, oral or written, expressed or implied, between the parties as well as any other agreements, ordinances resolutions and/or directions dealing with working conditions, and shall govern their entire relationship and shall be the sole source of any and all rights or claims which may be asserted in arbitration hereunder or otherwise. The Township and the Association, for the life of this Agreement, hereby waive any rights to request to negotiate or bargain with respect to any matters contained in the Agreement except by mutual written agreement. It is mutually understood that this clause is a clear waiver as to any right or claim not expressed in this Agreement.

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;
- (c) issue a written reprimand with a copy of the reprimand placed in the employee's personnel file; or,
- (d) draft disciplinary charges in concert with applicable Township professionals for a hearing before the Township Committee or designee.

3. If the Administrator considers the matter sufficiently serious to warrant action by the Township Committee, charges will be brought and a hearing will be arranged at the earliest possible date after proper notice has been given before the Township Committee or designee. All facts should be presented at this hearing which should, if possible, be conclusive. A determination of the extent of disciplinary action, if any, will be made within twenty (20) calendar days after the close of the record.

B. Disciplinary action by the Township Committee or Administrator or designee may take one (1) or more of the following forms, though it does not have to be in the order set forth below:

- (1) Verbal reprimand, with notations to the employee's personnel file that such action was taken.
- (2) Written reprimand with a copy of the reprimand placed in the employee's file.
- (3) Suspension from duty without pay irrespective of timeframe taken by action of the Township Committee or its designee;

(4) Dismissal from the Township's employ by action of the Township Committee or its designee.

(5) Demotion by action of the Township Committee or its designee or payment of a fine set forth below. Demotion shall include, but not limited to, a change of job title and/or loss of pay. A fine may be imposed as a form of 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.

C. An employee's seniority and/or length of service shall not be reduced by time lost due to authorized paid leaves of absence or paid absences due to an on-duty injury certified by a physician.

D. All seniority shall be lost and employment terminated if any of the following occur:

1. Discharge for cause.
2. Resignation.
3. Failure to immediately return upon expiration of an authorized leave.
4. Absence for three (3) consecutive work days without leave or notice.
5. Engaging in any other employment without authorization during a period of leave.
6. Employees who have been on laid off status in excess of six (6) months.
7. Failure of a laid off employee to report for work upon recall.

ARTICLE XXXVII

SENIORITY POSTING

A. The Township shall maintain a seniority list. The Township shall add any employee, hired after the posting of the most recent seniority list, to the list in order of their date of hire.

B. The Township or its designee shall provide the Union with a copy of any seniority list promulgated.

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 (4th) 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 probation 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.

ARTICLE XXXX

CONDITIONS OF WORK SAFETY

A. It is understood by the parties that performing the various emergency services job functions may involve a certain degree of inherent danger and risk.

B. The parties agree that the Township will provide the safest equipment and working conditions possible.

C. In the event that a represented employee covered under this agreement reasonably believes that operating a piece of Township equipment or performing task represents an unreasonable hazard, then the represented employee must immediately report the danger to his or her immediate supervisor.

D. After being advised of a safety concern, the Supervisor or designee shall immediately investigate and make a determination as to the completion of the assigned task or continued operation of the equipment.

E. No employee shall be subject to discipline for taking such action unless he/she refused to complete the assigned task or continued operation of the equipment after same has been determined safe by the appropriate authority.

F. The Association and its represented employees shall retrain their full rights relating to health and safety grievance. The Association shall retain its full rights to fully investigate any grievance relating to health and safety.

G. The parties agree that this clause shall not be utilized as a form of strike, work slow down, work stoppage or other job action.

ARTICLE XXXXI

DURATION, TERM AND RENEWAL

THIS AGREEMENT shall be effective January 1, 2007 and shall remain in full force and effect through and including December 31, 2010. 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
MONMOUTH COUNTY, NEW JERSEY**

By: [Signature]

By: [Signature]

DATE: 4/29/08

**I.A.F.F. LOCAL 4306
AFL-CIO**

By: [Signature]

By: [Signature]

WITNESS: [Signature]


DATE: 4/29/08

RESOLUTION 154-08

**A RESOLUTION AUTHORIZING THE MAYOR AND CLERK TO SIGN AN
AGREEMENT WITH THE INTERNATIONAL ASSOCIATION OF FIRE
FIGHTERS LOCAL 4306 AFL – CIO – CLD**

BE IT RESOLVED that the Mayor and Clerk be and are hereby authorized to execute the negotiated agreement between Upper Freehold Township, Monmouth County and Upper Freehold Township and Upper Freehold Township Uniformed Fire Fighters Association International Association of Fire Fighters Local 4306 A.F.L. – C.I.O.- C.L.C. for the period January 1, 2007 through December 31, 2011.

I hereby certify the above to be a true copy of a Resolution adopted by the Upper Freehold Township Committee at a meeting held April 24, 2008.


Barbara L. Bascom, RMC, CMC
Business Administrator/Clerk