

AGREEMENT

BETWEEN

BOROUGH OF SOUTH TOMS RIVER

AND

TEAMSTERS LOCAL 97 OF NEW JERSEY
BLUE COLLAR UNIT



EFFECTIVE: JANUARY 1, 2021
EXPIRES: DECEMBER 31, 2025

Table of Contents

<u>Article Number</u>	<u>Description</u>	<u>Page</u>
	Union Recognition and Check-Off	2
II	Term of Contract	2
III	Visitation and Bulletin Board	3
IV	Collective Negotiating Procedure	3
V	Management Rights	4
VI	Discrimination or Coercion	5
VII	Salary and Wages	6
VIII	Longevity	7
IX	Health Benefits	8
X	Work Schedule Overtime	10
X	Compensatory Time Off	10
XI	Work Clothing	11
XII	Snow Removal	12
XIII	Vacation	13
XIV	Holidays	15
XV	Stewards	16
XVI	Grievances	17
XVII	Arbitration	18
XVIII	Seniority	18
XIX	Loss of Seniority	19
XX	Jury Duty	20
XXI	Pension Plan	20
XXII	Social Security	20
XXIII	Termination of Agreement	21

Agreement

THIS AGREEMENT made as of the ____ day of February 2022, by and between the Borough of South Toms River, a municipality in the County of Ocean and the State of New Jersey, hereinafter referred to as the "Borough" and the Teamsters Local 97 of New Jersey, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union".

Purpose

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

NOW THEREFORE, the parties hereto mutually agree as follows:

ARTICLE I

UNION RECOGNITION AND CHECK OFF

1. The Borough recognizes the Union as the exclusive representative as certified previously by the New Jersey Public Employment Relations Commission for the purpose of collective negotiations with respect to the terms and conditions of employment of all full time blue collar employees employed by the Borough of South Toms River, Ocean County, New Jersey but excluding those employed in the Police Department and all office clerical employees, professional employees, craft employees, policemen, managerial executives and supervisors within the meaning of the New Jersey Employer-Employee Relations Act of 1968.

2. Upon receiving the written voluntary authorization and assignment of an employee covered by this Agreement (in the form agreed upon between the Borough and the Union and consistent with applicable law), the Borough agrees to deduct from the first pay of each month membership dues (and initiation fees where applicable), in such amounts as shall be fixed pursuant to the by-laws and constitution of the Union during the full term of this Agreement and any extension or renewal thereof.

The Borough shall promptly remit monthly any and all amounts so deducted with a list of such deductions to the Secretary-Treasurer of the Union.

3. Dues deducted by the Borough shall be transmitted to the designated Union Official. Employees included in the unit may only request deduction for the payment of dues to the duly certified majority representative (referenced as "Union"). The Borough agrees to provide to the Union, once every quarter, a complete up-to-date electronic listing of all employees covered by this Agreement. Such listing shall be in the Excel format and include the employee's department, job classification, work location, home address, employment status, membership status and the amount of the dues deducted as it appears on the records of the Borough. The same information shall be provided to the Union within ten days of the date of hire of an employee performing unit work.

4. The union shall hold harmless and indemnify the Township from any and all claims, damages, costs or fees arising out of the Borough's compliance with this Article.

5. The Borough will follow the terms of the New Jersey Workplace Democracy Enhancement Act, including those terms covered by this Article, provided that in the event any Court issues an injunction prohibiting enforcement of the Workplace Democracy Act the parties will comply with that determination even though the Borough and Union were not a party to that Court action.

ARTICLE II

TERM OF CONTRACT

This Agreement shall be in force from January 1, 2021 through December 31, 2025.

ARTICLE III

VISITATION AND BULLETIN BOARD

1. The Union representative will be permitted to visit Union Stewards and members on Borough premises for the purposes of discussing Union business.

2. The Board shall supply bulletin boards for the use of the Union, one of which shall be placed in a conspicuous location in the Borough Garage for the posting of notices and bulletins pertaining only to Union matters. All such bulletins must be posted only upon the authority of officially designed Union representatives. However, any bulletins deemed controversial must have the approval of the Department Head.

ARTICLE IV

COLLECTIVE NEGOTIATING PROCEDURE

1. Collective negotiations with respect to rates of pay, hours of work and other conditions of employment shall be conducted by the duly authorized negotiating agent of each of the parties. Not more than one (1) additional representative of each party, plus counsel and an expert, shall participate in collective negotiating meetings except by consent of both parties. During any bargaining or negotiating session, the bargaining unit shall be one (1) employee who shall attend with pay, plus any other non-employed Union representatives they so desire.

2. Collective negotiations for the contract period beginning January 1, 2026, shall commence on or about November 1, 2025.

ARTICLE V

MANAGEMENT RIGHTS

Nothing in this contract shall abrogate the management right of the elected or appointed officials in charge of the various departments of Borough government. The Borough retains the exclusive right to hire, plan, direct and control operations, to discontinue, reorganize or combine any department with any consequent reduction or other changes in the working force, to hire and layoff employees in accordance with lawful procedures and to introduce new or improved methods or facilities regardless of whether or not the same cause a reduction in the working force, and in all respects to carry out the ordinary and customary functions of management, including the establishment of such operational rules as it shall deem advisable. The Borough, through the Borough Administrator or his/her designee, retains the exclusive right to direct and establish the daily schedule and work assignments of the working force. Further, no management prerogative reserved solely to the discretion of the Borough by the terms of this Agreement, shall be made the subject of a grievance.

In order to formalize the progressive disciplinary process with the intention of ensuring that all employees are treated as consistently and fairly as possible, the procedure outlined in the Personnel Policies and Procedures Manual of the Borough of South Toms River will be followed.

The progressive disciplinary process has four major purposes:

1. to ensure that the employee knows what the problem is;
2. to communicate what the Borough's expectations are in order for the employee to correct the problem;
3. to provide appropriate penalties for improper work conduct; and
4. to provide record of corrective action taken by the Borough in such problem situations.

In addition, no employee, having completed his/her probationary period or working test period, shall be disciplined up to and including disciplinary discharge without just cause.

ARTICLE VI

DISCRIMINATION OR COERCION

There shall be no discrimination, interference coercion by the Borough or any of its agents against the employees represented by the Union because of membership or activity in the Union. The Union, or any of its agents, shall not intimidate or coerce employees into membership. Neither the Borough nor the Union shall discriminate against any employee because of any class protected by federal or state law.

ARTICLE VII

SALARY AND WAGES

Salary increases shall be paid for all staff covered by the bargaining unit who are employed as of the date the Memorandum of Agreement is signed and shall be retroactive to January 1, 2016. Employees covered by the bargaining unit that resigned prior to the date of the date the Memorandum of Agreement is signed are not eligible to receive any retroactive payment.

a. For the first year of the contract distribution of increases shall be as follows, developed by the Union and verified and approved by the Borough. Effective January 1, 2021, the salaries for bargaining unit members who remain within the Borough's employee as of the date this agreement is fully executed shall be increased as follows:

2021: \$3,000

2022: \$3,000

2023: \$3,000

b. Effective January 1, 2024, the salaries for bargaining unit members shall be increased by 2%.

c. Effective January 1, 2025, the salaries for bargaining unit members shall be increased by 2%.

CDL Stipend: Bargaining unit members who have and maintain a CDL Class A shall receive an annual stipend each year of the contract in the amount of \$500.

Supervisor Stipend: Each year of the contract, the supervisor's hourly stipend will be increased by 25 (twenty-five) cents. The stipend will be included in the base salary and will be pensionable.

Probationary Period: All new employees shall serve a ninety (90) day probationary period which may be extended by the Borough an additional ninety (90) days only before the employee is considered permanent. However, employees must serve the working test period provided under Civil Service regulations.

Job Vacancies: The Borough shall make every effort to fill job vacancies within the Bargaining Unit employees currently working within the Unit.

ARTICLE VII

LONGEVITY

1. Payments shall be made to employees with unbroken, continuous long term service to the Borough as follows:

Completion of six (6) years	2%
Completion of twelve (12) years	4%
Completion of fifteen (15) years	5%
Completion of eighteen (18) years	6%
Completion of twenty (20) years	7%
Completion of twenty-two (22) years	8%
2. Anyone hired into the bargaining unit after December 31, 2006 will not be eligible for longevity payments.
3. Longevity will be part of base pay calculations for pension purposes.
4. The Borough shall continue payments based on a forty (40) hour week while an employee is off work due to paid vacations, sick days or paid holidays.
5. Longevity Savings Account - The Borough shall make authorized weekly deductions for any employee covered by this Agreement who has requested that such a payroll deduction be made. The Employee shall set up the account and submit the information to the Borough.
6. All longevity shall be retroactive to January 1, 2016

ARTICLE IX

HEALTH BENEFITS

1. The Borough shall provide employee coverage for health benefits and prescription plan under the 20/30 plan offered by the New Jersey State Health Benefits Plan ("SHBP"). The premiums of said insurance shall be paid by the Borough, subject to employee contributions pursuant to the premium sharing schedules under Tier 4 of Chapter 78. An employee may select other plans available under SHBP provided, however, the employee pays the difference in premium between the 20/30 plan and the plan selected in addition to Chapter 78 contributions. Coverage shall include a prescription plan as well. The Borough also agrees, at its sole cost, to provide for its employees and Teamsters' members, a Healthplex Dental Plan and Vision Plan through Teamsters Local 97 Benefits Fund under the following language. Employees must work at least twenty (20) hours per week to be eligible for coverage.

1A. The Employer (South Toms River D.P.W.) agrees to and shall contribute to the Teamsters Local 97 Benefits Fund (the "Fund") the following amounts on behalf of each non-probationary employee covered by this Agreement as described below to provide Dental/Vision benefits for eligible employees and their eligible dependents under the Teamsters Local 97 Benefits Fund:

Effective Date 1-1-2016

1 st year of contract	\$ 85.00	<u>per</u> month per employee
2 nd year of contract	\$ 88.00	<u>per</u> month per employee
3 rd year of contract	\$ 90.00	<u>per</u> month per employee
4 th year of contract	\$ 95.00	<u>per</u> month per employee
5 th year of contract	\$ 100.00	<u>per</u> month per employee

The monthly contribution shall be paid for each non-probationary covered employee who is on the payroll for the first day of the month following completion of probationary period.

An employee shall be considered to be on the Employer's payroll if the employee is entitled

to payment from the Employer for the performance of duties or for the non-performance of the duties such as vacation, holiday, illness or other leave provided under this Agreement.

(An employee shall also be considered to be on the payroll if the employee is on disability or worker's compensation, provided that contributions in such event shall not be due for more than **three months FMLA**. The benefits and eligibility for benefits shall be determined by and in accordance with such rules and regulations as may be adopted by the Trustees of the Fund.

Contributions must be received by the Fund Office no later than the 15th of the month of which they are being paid. The Company shall submit such forms and reports with each contribution payment as the Trustees may require. In the event payment is not received by the due date, the Employer will be liable for accrued interest on the unpaid contributions at the rate of ten per cent (10%) per annum from the date payment was due until the date payment is made.

The Union guarantees that the rates will stay the same as described in this Agreement.

2. Summer seasonal and per diem workers are not eligible.
3. The Borough will supply medical coverage and Prescription Plan at its sole cost for the employee only of the Bargaining Unit who have completed twenty-five (25) years service until such time as the employee becomes eligible for Medicare.
4. Either party may reopen this Agreement for bargaining changes solely in health benefits only in the event the Federal or State governments demand the application and payment of the commonly- referred to provisions regarding "Cadillac tax" on health benefit packages described in the current Affordable Care Act.

ARTICLE X

WORK SCHEDULE OVERTIME COMPENSATORY TIME OFF

1. The standard work week for all employees shall consist of eight (8) hours per day, Monday to Friday, forty (40) hours per week. Starting time is 6:00am and quitting time is 2:30 pm.
2. It is understood that all time worked after eight (8) hours in a work day or forty (40) hours in a five (5) days work week shall be compensated 1 ½ times the hourly rate of pay.
3. **Overtime:**
Employees shall be paid overtime as follows:
 - (1) For hours worked in excess of forty (40) hours in one week, payment shall be at time and one half.
 - (2) The employees' standard hourly rate (annual salary divided by 2,080 annual hours of work) shall be used in computing overtime pay.
 - (3) Part-time workers shall not be entitled to time and one half pay unless they work more than forty (40) hours in a week.
 - (4) When a holiday is observed during the regular bi-weekly pay period and the employee received pay for that day, those hours shall be included in the computation of overtime for that period.
 - (5) Call Out Time - Any employee who is called back after completing his regularly scheduled shift shall be compensated at the rate of time and one half (1 ½) his/her regular hourly rate of pay. A minimum guarantee for call back time shall be four (4) hours.

- (6) Sweeper Pay- Employees called upon to drive the sweeper shall receive premium pay of one (\$1.00) dollar per hour.
- (7) In the event of a health and wellbeing situation exists on the sanitation pick-up, the Supervisor will have the right to ask for a minimum work force of one (1) driver and two (2) laborers to work two (2) extra hours per twenty-four (24) hour work day. These employees will be asked to volunteer and/or in the event the Supervisor does not get volunteers, he will have the right to pick three (3) individuals to do so (the Supervisor shall keep a record of these individuals and rotate the employees accordingly). These employees will be notified in a period of not less than one (1) hour prior to the end of workday.

ARTICLE XI

WORK CLOTHING

1. The Employer agrees, at its sole cost, to supply members of the Bargaining Unit with a boot reimbursement of \$150.00 per year, allowance for purchase of uniform in the amount of \$350.00, uniform cleaning reimbursement of \$150.00 as well as tee shirts which the employees are required by the Borough to wear.

ARTICLE XII

SNOW REMOVAL

A. Employees performing snow plowing for more than four (4) consecutive hours are eligible for a fifteen-minute rest period, followed by a one-half hour break after completing six hours of work, however, employees shall not return to the garage for such break.

B. When an employee has been called out for emergency work, the Borough agrees to reimburse the employee for any meals that fall within the working time period at the rate of \$10.00 for breakfast, \$15.00 for lunch and \$15.00 for dinner. This benefit is available only for time not included in the normal work day schedule and the employee must work four (4) consecutive hours.

C. After having worked at least eight (8) hours prior to the start of a normal workday (6am) any and all additional hours are to be paid at the rate of time and one-half.

D. All employees are required to work snow removal. If an individual refuses to work, or does not work for three (3) consecutive snow days on this shall be grounds for disciplinary action which may include termination. An individual that cannot report to work due to road hazards will be supplied transportation by the Borough as long as it is reasonable and not an on-going request.

ARTICLE XIII

VACATION

1. Part-time employees do not earn vacation leave. All full time employees are eligible for vacation leave as follows:

(A) Annual vacation leave with pay shall be earned at the rate of one (1) working day of leave for each month of continuous employment for the remainder of the first calendar year of employment.

<u>Years of Employment</u>	<u>Annual Vacation Days</u>
1-3 years	12
3 years/1 day-10 years	16
10 years/1 day- over	22

Juneteenth - Bargaining unit employees shall receive 1 vacation day which may be used for observance of Juneteenth or at any other time subject to the conditions and limitations applicable to vacation time.

Bereavement Leave - All full time employees will be paid up to a maximum of seven (7) consecutive days absence caused by death in the immediate family. Immediate family is defined as father, mother, sister, brother, spouse, children. Three (3) days will be paid for death of father-in-law, mother-in-law, grandparents and grandchildren.

All full time employees may be paid up to one (1) day absence caused by death for the following members of family: brother-in-law, sister-in-law, aunt, uncle, niece, nephew and/or cousin. Approval must first be obtained by the Department Head and Councilperson in charge of department.

Sick Leave - During the first year of employment only, full time employees shall be entitled to and accrue one (1) sick day per month for each month employed. Thereafter, sick leave shall accrue at the rate of one and one quarter (1 1/4) days per month. Employees who are bound by collective bargaining agreements will abide by the sick leave schedule set forth

within those agreements. An employee who shall be absent on sick leave for three (3) or more consecutive days shall be required to submit acceptable medial evidence substantiating the illness to their immediate supervisor. Sick leave may be accumulated without limitation. Part time employees are not entitled to sick leave.

Employees are permitted to sell back up to one week (5 days) of Sick Time after they have banked thirty (30) days each and every year which shall be paid in the form of a separate check.

Employees will be permitted, only after they have banked thirty (30) sick days, to sell back up to one week (5 days) of sick time each and every year, which shall be paid in the form of a separate check.

Payment for sick time shall be issued to employees in the first pay period in December of each year, provided that the employee has submitted a written request for payment to the Borough by August 1st of each and every year.

Accumulated Sick Leave at Retirement - Any employee of the Borough of South Toms River who retires under the Public Employees Retirement System shall also be eligible to receive payment for one half (½) of the number of earned but unused sick leave hours to a maximum payment of \$10,000.00. This payment may be taken in a lump sum or in two or three equal annual installments. The Borough shall have the option of purchasing an annuity contract which shall provide the retiring employee with the above mentioned payout options.

The payment shall be the product of the employee's hourly rate of pay at the time of retirement. Overtime pay, longevity, or all other supplemental compensations are not included within this computation.

Leave of Absence - Leave of absence without pay for cause may be granted by the Borough provided it does not disrupt its operations. A request for a leave of absence shall be presented to the Department Head in writing. A leave of absence shall not exceed six (6) months. It may be renewed not more than one time for a like period.

Coordination with Leave Laws: All time off, whether paid or unpaid, that occurs at the same time as an event covered under federal and/or state leave laws shall run at the same time to the full extent permitted by law and be subject to Borough policy.

ARTICLE XIV

HOLIDAYS

1. Each full time employee covered by this Agreement shall receive holiday pay equal to one (1) days pay at eight (8) hours straight time without working during the following days:

New Year's Day	Labor Day
M.L.King's Birthday	Columbus Day
President's Day	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving Day
Independence Day	Christmas Day
Election Day	Floating Holiday

2. General Information:

(a) If a holiday falls during an employee's vacation, he/she shall be granted an additional day of vacation.

(b) In order for an employee to be eligible for holiday pay as provided above, he/she must work the day before and the day after the holiday unless he is given express written approval to be absent by the Superintendent of Public Works.

3. Personal Days:

Each employee may be eligible for four (4) days personal leave each year of employment, which may be used for personal business which cannot be conducted after the work day. Use of personal days shall require forty-eight (48) hours notice, except in the case emergency. The employee must have the permission of his or her immediate supervisor before Personal Leave can be taken and Personal Leave time shall not be accumulative. Personal Leave shall not be unreasonably denied. Personal days are non-accumulative.

For new employees in their first calendar year of service, Personal Leave shall be earned in hours as follows:

Date of Initial Hire _____ Amount of Personal Leave _____

January 1st through April 30th

4 days

May 1st through August 31st	2 days
September 1st through October 31st	1 day
November 1st through December 31st	pro-rated

4. Floating Holiday:

Each employee shall be eligible for one (1) floating holiday each year of employment. Use of the floating holiday shall require seventy-two (72) hours notice and approval from the Borough.

ARTICLE XV

STEWARDS

1. The Borough recognizes the right of the Union to designate one (1) Chief Steward and one (1) Assistant Steward for the enforcement of this Agreement. The Union shall also have the right to designate one (1) alternate steward whose power will become *effective* only if the Chief Steward is absent. The Union shall furnish the Board with written list of the Stewards and alternates and notify the Borough of any changes.

2. The authority of stewards and alternates so designated by the Union shall be limited to, and shall not exceed the following duties and activities:

- a. The investigation and presentation of grievances in accordance with the provisions of the collection bargaining agreement.
- b. The transmission of such messages and information which shall originate with, and are authorized by the Local Union of its officers.
- c. The Shop Steward will be paid additional wages for acting as a Supervisor in the absence of the Assistant Supervisor. Each year of this contract, the supervisor's hourly stipend will be increased by 25 (twenty-five) cents. The stipend will be included in the base salary and will be pensionable.

3. Designated Union Stewards shall be granted time with pay during working hours to investigate and seek to settle grievances, to attend hearings and meetings and conferences on contract negotiations with the Borough officials.

ARTICLE XVI

GRIEVANCES

1. For the purpose of this Agreement, the term "grievance" means any difference or dispute between the Borough and the Union or between the Borough and any employee with respect of the interpretation, application, or violation of any of the provisions of this Agreement. Each step of the process shall be invoked within 5 days of the event (Step 1) or last step for Steps 2-4.

2. The procedure for settlement of grievances shall be made as follows:

Step 1

The aggrieved employee shall discuss his/her problem with his/her Union

steward and Department Head who shall attempt to settle the problem within five (5) days from the time it was first presented.

Step 2 If the grievance is not resolved at Step 1, it shall be reduced to writing by the aggrieved employee and one (1) copy immediately furnished to the Borough Clerk and Administrator and one (1) copy to the Department Head. The Department Head and Chief Steward shall meet and attempt to solve the problem within five (5) days from the time it was presented. Any fact or issue not raised within Step Two of the process shall not be considered after that point as part of the grievance.

Step 3 Failing to find a mutually satisfactory solution in Step 2, a meeting shall be arranged between the Grievance Committee of the Union and the South Toms River Borough Council, with the object of settling the problem within seven (7) calendar days after the parties have failed to do so in Step 2.

Step 4 If steps 1, 2 and 3 fail, then Article XVII for arbitration shall apply.

3. Any employee shall have the right to process his/her own grievance provided that a representative of the Union is present and provided that any agreement reached with such employee is not violative of this Agreement. A grievance that is not pursued through the process and/or arbitration will be deemed resolved in accordance with the response provided at the last Step of the process.

ARTICLE XVII

ARBITRATION

1. If a grievance is not settled under Article XVI, such grievance shall at the request of the Union or Borough be referred to the Public Employment Relations Commission (P.E.R.C.) for the selection of an arbitrator according to its rules.

2. The decision of the arbitration shall be final and binding upon the parties.

3. Arbitration must be invoked within 15 days from notice of the result reached at Step 3. In the event the Borough files a Scope of Negotiations Petition with Public Employment Relations Commission, the arbitration will be stayed pending a decision of the petition by the Commission. No more than one grievance at a time may

be considered by the Arbitrator without prior written agreement of the Parties.

4. The arbitrator appointee under the above procedure shall interpret the provisions of this Agreement. He shall have no power to enlarge upon or reduce the obligations of the parties under this Agreement.

ARTICLE XVIII

SENIORITY

1. It is hereby agreed that the parties hereto recognize and accept the principle of seniority in all cases of transfer, promotions, assignments of schedules, lay-offs and recalls. In all cases, however, ability to perform the work in a satisfactory manner will be a factor in designating the employee to be affected.

2. The seniority of an employee is defined as the length of service of the Borough employee dating back to his first day of hire. It is the intent of the parties that there shall be an over all seniority list of all members within the bargaining unit.

3. In the event of lay-offs and rehiring, the last person hired shall be the first to laid off, and the last person laid off shall be the first to be recalled in accordance with his/her seniority, provided the more senior employee is able to do the available work in a satisfactory manner. This standard of rehiring after lay-off shall apply for two (2) years from the date of lay-off. In the event that person, who is subject to a lay-off, is rehired within two (2) years from the date of the lay off, that person shall be re-hired at the salary which he or she would have earned in the event that person was not the subject of a lay-off, including increases pursuant to this Contract which would have accrued during the period of the lay off.

4. When promotions to higher grade or transfer to another grade are in order, the Borough shall make such promotions or transfers from among its regular employees; consideration for such promotions or transfers shall be based on the ability to perform the work and seniority and if an employee so promoted or transferred is not deemed qualified after a thirty (30) day trial period, the Borough may remove him and retransfer him/her to their former position.

5. The Borough shall provide a seniority list to the Union within thirty (30) days. Seniority lists shall be updated when necessary and shall be posted on the Union bulletin boards showing the employees names and seniority dates. It shall be the responsibility of the Borough to maintain the seniority list.

ARTICLE XIX

LOSS OF SENIORITY

1. Seniority shall be lost by an employee for the following reasons:
 - a. Voluntarily quitting. Failure to report back for work no later than the beginning of the next workweek following the conclusion of termination of leave of absence shall be deemed to constitute a voluntary quitting.
 - b. Discharge for cause.
 - c. Failure to report to work within seventy-two (72) hours when called back (after layoff) after receipt of telegram or registered letter unless such failure is mutually agreed between the Borough and the Union to excusable.
 - d. Failure to be called back to work for a period of two (2) years after lay-off, unless a greater period of time to be established by Agreement between the Borough and the Union.

ARTICLE XX

JURY DUTY

All full time employees having completed not less than one (1) year of continuous service with the Borough are required to be absent for jury duty, shall be granted a leave of absence from their regular duties during the period of such jury duty and shall receive full pay from the Borough. In turn, any jury fees received by the employees must be endorsed over to the Borough.

ARTICLE XXI

PENSION PLAN

Unless specifically prohibited or exempted, all permanent employees are required to become members of the New Jersey Public Employee's Retirement System (P.E.R.S.).

Temporary or provisional employees with one year of continuous employment shall also be required to enroll in the P.E.R.S.

Borough of South Toms River withholds a percentage of each employee's salary according to a rate schedule which is based upon age at the time of enrollment.

For more information concerning Pension Plan inquire at Municipal Clerk's Office.

ARTICLE XXII

SOCIAL SECURITY

All employees are covered by, and must contribute to, the Federal Social Security Program (old age, survivors and disability insurance) and the Federal Medicare Program (hospital insurance). This contribution is automatically deducted from covered wages at the applicable rate prevailing under Federal Law.

ARTICLE XXIII

DRUG & ALCOHOL TESTING

The following contains the terms negotiated between the parties in connection with the Borough's drug and alcohol testing policy:

- a. For a first offense:
 - i. In the event an employee's Blood Alcohol Level (BAL) is between .04 and .05999 after operating a Borough vehicle, the employee shall be subject to a 20 working day suspension, must meet with the Borough's designated Substance Abuse Professional ("SAP"), and comply with all assessment, treatment recommendations and monitoring of the SAP and meet the requirements of 49 C.F.R. Part 40, Subpart O prior to reinstatement. Compliance requirements that continue beyond the 20 day unpaid suspension shall not be compensated other than through the employee's use of accrued paid time off. Should the employee fail to comply with this paragraph, employment shall be terminated by the Borough. The employee may only challenge whether he failed to comply, but not the penalty imposed by this paragraph.
 - ii. In the event an employee's Blood Alcohol Level (BAL) is .060 or above the employee shall be immediately terminated;
 - iii. In the event a first incident involves exceptional circumstances such as an accident and a failed test result of .04 or above, the employee shall be immediately terminated.
- b. In the event of a second offense of a BAL of .04 or above the employee shall be immediately terminated.
- c. In the event an employee refuses to submit to a drug and alcohol test, the employee shall be immediately terminated.

ARTICLE XXIV

FULLY BARGAINED AGREEMENT

1. 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 subject to negotiations whether or not discussed by either party.
2. 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 agreements arrived at by the parties after the exercise of that right and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. It is mutually understood that this clause is a clear waiver as to any right or claim not expressed in this Agreement.
3. The Borough and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive all bargaining rights, and each agrees that the other shall not be obligated to bargain or negotiate with respect to any subject or matter referred to or covered in this Agreement, or with respect to any matter or subject not specifically referred or covered in this Agreement, even though each subject or matter may not have been within the knowledge, contemplation or practice of either or both parties at the time they negotiated or signed this Agreement.

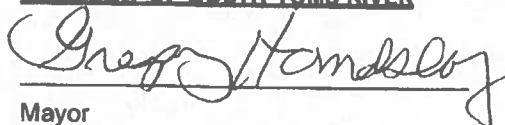
ARTICLE XXV

TERMINATION OF AGREEMENT

This Agreement constitutes the entire collective bargaining agreement between the parties and includes and settles for the term of the Agreement all matters which were, or might have been raised in all collective bargaining negotiations leading to the signing of this Agreement.

IN WITNESS THERE OF, the parties have by their duly authorized representative
set their hands and seals this day of _____ day of February, 2022.

BOROUGH OF SOUTH TOMS RIVER



Mayor

TEAMSTERS LOCAL 97 OF NJ



Patrick Guaschino.

ATTEST:



Joseph Kostecki, Business Administrator