

AGREEMENT
COLLECTIVE NEGOTIATIONS
between
the
TOWNSHIP OF TOMS RIVER
and
TEAMSTERS LOCAL 97 OF NEW JERSEY

Effective: January 1, 2018

Expires: December 31, 2021

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PREAMBLE

THIS AGREEMENT effective January 1, 2018, by and between the TOWNSHIP OF TOMS RIVER, in the County of Ocean, New Jersey, a Municipal Corporation of the State of New Jersey, hereinafter referred to as the "Township", and TEAMSTERS LOCAL 97 OF NEW JERSEY, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, hereinafter referred to as the "Union" represents the complete and final understanding on all bargainable issues between the Township and 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

A. The Township recognizes the Union as the exclusive representative, as certified on June 22, 1970 and on May 30, 1972 by the New Jersey Public Employment Relations Commission for the purposes of collective negotiation with respect to the terms and conditions of employment of all full-time, permanent blue collar employees employed by Toms River Township, Ocean County, New Jersey, but excluding those employed in the Police Department and all office clerical employees, seasonal employees, professional employees, craft employees, policemen, managerial executives and supervisors within the meaning of the New Jersey Employer/Employee Relations Act of 1974 and all other employees of the Township.

B. Seasonal employees are defined as those employees working one hundred twenty (120) days or less per year.

C. Upon receiving the written voluntary authorization and assignment of an employee covered by this Agreement (in the form agreed upon between the Township and Union and consistent with applicable law) the Township agrees to deduct each bi-weekly pay check 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 Township shall promptly remit monthly and all amounts so deducted with a list of such deductions to the Secretary-Treasurer of the Union.

D. If during the life of this Agreement, there shall be any change in the rate of membership dues, the Union shall furnish to the Township written notice thirty (30) days prior to the effective date of such change.

E. The Union will provide the necessary check off authorization form and deliver the signed forms to the Township Clerk-Administrator, or his designee. The Union shall indemnify, defend and save the Township harmless against any and all claims, demands, suits or other forms of liability which shall arise out of or by reason of action taken by the Township in reliance upon salary deduction authorization cards submitted by the Union to the Township.

F. The Township will notify the Secretary-Treasurer of the Union within three (3) days of hire all employees, their address, birth date, classification, rate of pay and social security number; and of all removals of employees from the Township's payroll.

G. Any employee in the bargaining unit on the effective date of this Agreement who does not join the Union within thirty (30) days thereafter, any new employee who does not join within thirty (30) days of initial employment within the unit and any employee previously employed within the unit who does not join within ten (10) days of reentry into employment within the unit shall as a condition of employment pay a representation fee to the Union by automatic payroll deduction. The representation fee shall be in an amount equal to 85% of the regular Union membership dues, fees and assessments as certified to the Employer by the Union. The Union may revise its certification of the amount of the representation fee at any time to reflect changes in the Union membership dues, fees and assessments. The Union's entitlement to the representation fee shall continue beyond the termination date of this agreement so long as the Union remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor agreement between the Union and the Employer. For the purposes of this provision, employees employed on a ten-month basis or who are reappointed from year to year shall be considered to be in continuous employment.

The Union shall indemnify and hold the Employer harmless against any and all claims, demands, suits and other forms of liability that may arise out of, or by reason of any action taken or not taken by the Employer in conformance with this provision. The Union shall intervene in, and defend any administrative or court litigation concerning this provision. In any such litigation, the Employer shall have no obligation to defend this provision, but shall cooperate with the Union in defending this provision.

H. It is recognized that a Division of Recycling exists within the Department of Public Works.

ARTICLE II

VISITATION AND BULLETIN BOARD

A. Accredited representatives of the Union will be permitted to enter Township facilities or premises at reasonable hours of the purpose of visiting Union stewards and members in order to observe working conditions or assist in the adjustment of grievances. When the Union decides to have its representative enter the township facilities or premises, it will request such permission from the appropriate Township representatives and such permission will not be unreasonably withheld, provided there shall be no interference with the normal operations of the Township government or normal duties of employees.

B. The Township shall supply bulletin boards for the use of the Union one of which shall be placed in a conspicuous location in the Township 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 designated Union representatives. However, any bulletins deemed controversial must have the approval of the Department Head.

ARTICLE III

STEWARDS

A. The Township recognizes the right of the Union to designate seven (7) Stewards and their alternates for the enforcement of this Agreement. The Union shall furnish the Township with a written list of Stewards and alternates and notify the Township of any changes.

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

1. The investigation and presentation of grievances in accordance with the provisions of the Collective Bargaining Agreement.
2. The transmission of such messages and information which shall originate with, and are authorized by the Local Union or its officers.

ARTICLE IV

GRIEVANCES

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. The parties agree that this procedure will be kept as informal as may be appropriate.

2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of his departmental supervisory staff.

B. Definition

1. The term "grievance" as used herein means any controversy arising over the interpretation or adherence to the terms and conditions of this Agreement and may be raised by an individual, the Union or the Township.

C. Steps of the Grievance Procedure

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

Step One

1. An aggrieved employee shall discuss his grievance with the Union Steward and the Department Head within five (5) working days of the occurrence of the grievance, and an earnest effort shall be made to settle the differences between the aggrieved employee, the Union Steward and the Department Head. Failure to act within said five (5) working days shall be deemed to constitute an abandonment of the grievance on behalf of the individual.

2. The Department Head shall attempt to settle the grievance or render a decision within five (5) working days after the grievance has been raised.

Step Two

1. In the event a satisfactory settlement has not been reached, the grievance shall be reduced to writing by the aggrieved employee and one (1) copy furnished to the Business Administrator or his or her designee and one (1) copy to the Department Head, within five (5) working days following the determination by the Department Head.

2. The Department Head, or his representative, and the Chief Steward shall meet and attempt to resolve the problem within five (5) working days from the time it was presented.

Step Three

1. In the event the grievance has not been satisfactorily resolved at Step Two, then within five (5) working days following the determination of the Department Head, a meeting shall be held between the Grievance Committee of the Union and representatives of the Township with the objective of settling the grievance after the parties have failed to do so in Step Two.

D. Any employee shall have the right to process his 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.

E. Township Grievance

1. Grievance initiated by the Township shall be filed directly with the Union within five (5) days after the event giving rise to the grievance has occurred. Failure to act within said five (5) working days shall be deemed to constitute an abandonment of the grievance on the part of the Township. A meeting shall be held within five (5) working days after filing a grievance between representatives of the Township and the Union, in an earnest effort to adjust the differences between

the parties. In the event no such adjustment has been satisfactorily made within ten (10) working days thereafter, it shall be referred to the State Board of Arbitration in accordance with Article V.

ARTICLE V

ARBITRATION

A. If a grievance is not settled under Article IV, such grievance shall at the request of the Union or Township be referred to the Public Employment Relations Commission for the selection of an Arbitrator according to its rules.

B. The Arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him involved in the grievance. The Arbitrator shall also be bound by applicable Federal and State Laws and cases, and he shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto.

C. The costs of the services and expenses of the Arbitrator shall be borne equally between the Township and the Union. Any other expense incurred, including but not limited to the presentation of witnesses shall be paid by the party incurring same.

D. The Arbitrator shall set forth his findings of facts and reasons for making the award within thirty (30) calendar days after conclusion of the arbitration hearing, unless agreed to otherwise by the parties. The award of the Arbitrator shall be final and binding on the parties.

ARTICLE VI

MANAGEMENT

A. The Township of Toms River 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 of the United States.

1. Carry out the statutory mandate and goals assigned to a municipality utilizing personnel, methods and means in the most appropriate and efficient manner possible.
2. Manage employees of the Township, to hire, promote, transfer, assign or retain employees in positions within the Township and in that regard to establish reasonable work rules.
3. Suspend, demote, discharge or take other appropriate disciplinary action against an employee for just cause; or to lay off employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient and non-productive.
4. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations and practices, and the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by Constitution and the laws of the State of New Jersey and of the United States.

B. Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities, and authority, under R.S.11, 40 and 40A, or any other national, state, county or local laws or ordinances.

ARTICLE VII

SENIORITY

A. It is hereby agreed that the parties hereto recognize and accept the principle of seniority in all cases of transfer, promotions, assignment of schedules, layoffs and recalls. In all cases, however, ability to perform the work in a satisfactory manner will be a factor in designating the employees to be affected.

B. An employee shall be deemed a probationary following his regular appointment to a permanent position during his trial period of one hundred twenty (120) days. Employee may be dismissed without recourse during the probationary period for reasons relating to the employee's qualifications. The Township may extend the probationary period to a maximum of 180 days (in two additional 30-day increments).

C. The seniority of an employee is defined as the length of continuous uninterrupted service as a Township employee dating back to his last date of hire and by his job classification.

D. The Employer agrees that in the event of a layoff (i.e. reduction in force), full time employees shall be laid off in the order of inverse seniority within job classifications. Moreover, seasonal and part time employees shall be laid off prior to any full time employee, regardless of seniority. For the purpose of this article, seniority shall be defined as the period of overall continuous services with the employer. In the event of a layoff, employees with the most overall seniority shall have the right to:

1. Remain in the current job classification, or
2. Move laterally to a different title for which they are qualified with no loss of pay (i.e. a "lateral bump"), or
3. Move into a lower paying job classification for which they are qualified (i.e. a "demotional bump"), in that order. In the event of a demotional bump, the employee shall be paid the lesser of the maximum of the salary range of their new job classification or the salary in their prior job

classification. In order to be qualified employees must be physically able to perform the work within the job classification in addition to any other job requirements such as a CDL license, Mechanic certifications, etc.

For a period of 24 months after a layoff, the employer shall maintain a re-employment list. In the event the employer desires to fill a vacancy during that 24 month period, the employer shall be required to first offer employment to employees on the re-employment list. Offers of employment from the re-employment list shall be made in order of seniority to those employees who are qualified to perform the work. Employees who are re-employed from the re-employment list within 12 months of layoff shall retain their seniority from their original date of hire. Nothing contained herein shall be construed so as to require the Employer to fill vacant positions. Further, the parties agree that layoffs shall be effectuated within job classifications as stated herein and that the Employer will formulate a Reduction in Force Plan setting for a number of employees within job classifications that will be impacted and will meet and discuss that plan with the Union prior to implementing the plan.

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

F. The Township shall prepare and forward to the Union a seniority list of employees by classification. Seniority lists shall be updated when necessary and shall be posted on the Union Bulletin Boards showing the employees' names, classifications and seniority dates.

G. Out of Title Work: All work performed in a higher title shall be logged and considered for promotional purposes, and shall be applied toward the probationary period.

ARTICLE VIII

POSTING

A. The Township shall post in each department vacancies, except laborer vacancies, occurring within each respective department, providing that the employees in that department are or might be eligible and qualified to apply for such vacancy. Thereafter all new and vacant positions shall be posted on the Union Bulletin Boards for a period of one (1) week. Employees applying for such vacancies shall make a request in writing to the Head of the department in which such vacancies exist. Efforts will be made to fill vacancies from within the bargaining unit; with seniority employees given preference.

B. The Union may contest the Township's determination of position as to the qualification of the employees to perform the work. Should any such dispute not be resolved by the parties under the grievance procedures of this Agreement, the Union shall have the right to request binding arbitration.

ARTICLE IX

LOSS OF SENIORITY

A. Seniority shall be lost by an employee for the following reasons:

1. Voluntary Quitting: Failure to report back for work no later than the beginning of the next work week following the conclusion or termination of a leave of absence shall be deemed to constitute a voluntary quitting.
2. Discharge for cause.
3. Failure to report for work within twenty-four (24) hours when called back after layoff after receipt of telegram or registered letter unless such failure is mutually agreed between the Township and the Union to be excusable.
4. Failure to be called back to work for a period of twelve (12) months after a layoff, unless a greater period of time to be established by agreement between the Township and the Union.

ARTICLE X

LEAVE OF ABSENCE

Employees will be granted leaves of absence for qualifying family/medical reasons in accordance with the prevailing requirements of federal Family Medical Leave Act (FMLA) and the New Jersey Family Medical Leave Act (NJ FMLA) and any related laws and regulations.

ARTICLE XI

DISCHARGE AND DISCIPLINE

A. No permanent employee shall be discharged, suspended or otherwise disciplined without just cause. The Township shall notify the Union at the time if disciplinary action is taken. The Employer agrees to adhere to the principle of progressive discipline to the maximum extent possible whenever circumstances dictate. All warnings issued to employees shall be in writing and shall be issued to the employee and the Union within 4 working days (holidays and weekends excluded) following the date the Employer is aware of the infraction. Nothing contained within this article shall preclude the Employer from discharging an Employee for a particularly egregious offense.

B. A grievance by an employee claiming that he has been unjustly discharged or suspended must be submitted to the Township in writing within five (5) working days of the disciplinary action.

C. A copy of disciplinary warnings which are issued in writing to the employee shall also be furnished to the Union.

D. The Township will follow the Department of Transportation Drug and Alcohol Policy. All employees who maintain a CDL Driver's License and any other employees who occupy safety-sensitive positions (i.e. those employees operating equipment and/or machinery) regardless of job title are subject to random drug testing. The parties agree that the following penalties shall be imposed for any employee who fails a random drug testing:

1. FIRST OFFENSE - 30 day suspension without pay and mandatory enrollment and successful completion of a drug treatment/counseling program. The parties agree that during the period of any suspension an employee is not eligible for any paid holiday pay of any kind.

2. SECOND OFFENSE – Immediate termination of employment.

E. No progressive discipline will be imposed for lateness unless a pattern of lateness is established within a calendar year.

F. Employees are permitted to have Union Stewards present during disciplinary matters; however, this provision does not apply to the transmittal of written notes that involve no discussion.

ARTICLE XII

RULES AND REGULATIONS

A. Proposed new rules or modifications of existing rules governing working conditions shall, whenever practicable, be announced in advance and discussed with the Union before they are established.

ARTICLE XIII

DIVISION OF WORK

Work assigned to employees in the bargaining unit shall not be assigned to or performed by employees who are not members of the bargaining unit.

ARTICLE XIV

HOURS OF WORK

A. This Article is intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or week or of days of work per week and shall not apply to part time workers.

B. The basic workweek shall consist of forty (40) hours from Monday to Friday inclusive. The basic workday shall consist of eight (8) hours per day exclusive of thirty (30) minute lunch period.

C. The normal starting time shall be 7:00 a.m. and quitting time 3:30 p.m., but may be varied for seasonal operations or in emergencies.

D. The basic workweek for maintenance workers in the Recreation Department and for Township custodial employees shall consist of forty (40) hours. The basic workday shall consist of eight (8) hours per day exclusive of a thirty (30) minute lunch period. The aforementioned employees' workweek will consist of five (5) consecutive calendar days, which may include Saturday and Sunday. Qualified volunteers will be sought for Saturday and Sunday work. However, in the event that no such qualified volunteers are forthcoming, the Township will assign personnel to such work which shall be performed at straight time rates of pay.

E. 1. All employees shall be utilized for snow plowing within their respective departments.

2. Utilization of employees and work to be performed shall be determined by their respective Department Heads.

3. All employees shall be available for snow plowing duties at any and all times.

4. The work-and-go-home policy previously agreed to shall continue through December 31, 2021.

F. Drivers who are assigned to trash/recycling dumpster (container) collection may have their starting times adjusted by up to four hours in order to accommodate the establishments being served. All employees engaged in trash/recycling pickup, street sweeping, and beach cleaning will be paid a shift differential adjustment of \$0.50 per hour rate in addition to their regular hourly rate for all work performed.

ARTICLE XV

REST PERIODS – WASH UP

A. All employees shall receive two (2) rest periods each day without deduction in pay – one for fifteen (15) minutes in mid-morning, and one for fifteen (15) minutes in mid-afternoon.

B. All employees shall receive two wash up periods each day without deduction in pay, one for ten (10) minutes before lunch hour and one for (10) minutes, before quitting time.

C. Employees performing snow plowing work for more than four (4) consecutive hours outside of a scheduled eight (8) hour day may take a rest period of one (1) hour with pay after the fourth consecutive hour. In addition, in each four (4) hour period of such snow removal work a ten (10) minute coffee break may be taken, provided however; the employees shall not return to the garage for such break.

D. Employees working on snow removal will be provided with meals at the discretion and in the manner prescribed by the Superintendent of Public Works or their respective Department Head.

ARTICLE XVI

OVERTIME

A. All work performed in excess of eight (8) hours in any one (1) day and forty (40) hours in any one (1) work week shall be considered overtime and compensated for at the rate of time and a half.

B. All work performed on Saturday shall be compensated for at time and one half.

C. All work performed on Sunday shall be compensated for at double time, and employees will be provided with minimum of four (4) hours pay or work.

D. Sections B and C shall not apply to employees whose workweek normally includes work on Saturday and/or Sunday as noted in Article XIV, D.

E. All work performed in excess of twelve (12) hours shall be compensated for at double time.

F. Overtime work shall be equally distributed among employees in their respective departments as is reasonably practical among those capable of performing the work to be done. The Township shall provide advance notice of overtime availability to Union Stewards in all Departments/Divisions covered by this contract (Public Works/Parks, Buildings, Grounds/Shade Tree/Golf Course/Police Mechanics). Union Stewards are responsible for communicating this notice to the employees.

G. The Following time paid for, but not worked, shall be included for the purposes of computing overtime:

Paid Holidays

Bereavement Pay

Paid Sick Leave

ARTICLE XVII

TEMPERATURE DAYS

A. The Township may provide early dismissal after completion of scheduled work assignments based on weather conditions. The request for early release shall not be unreasonably denied by the Department Head. Early dismissal shall not be available during period of snow emergency or other emergency situations as determined by the Department Head.

B. Weather conditions shall mean:

- a. Rain or other inclement weather excluding snow or other emergency situations.
- b. Temperature and humidity index above 95 degrees Fahrenheit or below 22 degrees Fahrenheit or wind chill factor below 20 degrees Fahrenheit.

C. The Department Head will use the local weather service forecast in determining whether to implement an early release.

ARTICLE XVIII

CALL-IN-PAY

A. Employees who are called to report to work or to return to work before or after their normal shift, or on a scheduled day off, shall be compensated at time and one-half their straight time hourly rate for the additional time, with a minimum guarantee of four hours.

B. The following examples illustrate the circumstances in which the call-in-pay policy applies:

1. An employee is called in at 8:00 p.m. on a normal work day. His shift ended at 3:30 p.m. He is guaranteed a minimum of four (4) hours overtime pay for the call in.

2. An employee is called in to work at 5:00 a.m. on a normal work day. His scheduled start time is 7:00 a.m. He receives overtime pay for two (2) hours (5:00 a.m. to 7:00 a.m.). At 7:00 a.m. he goes to straight time for six (6) hours. At 1:30 p.m. (factoring in his lunch period) he goes back on overtime for two (2) more hours (1:30 p.m. to 3:30 p.m.) due to the fact that he has now exceeded eight (8) hours of work. The net result is four (4) hours paid at the overtime rate.

3. An employee called in on a scheduled day off is guaranteed a minimum of four (4) hours overtime pay, regardless of the actual amount of time worked. The guaranteed four-hour pay will be calculated as though the employee worked the entire four hour period and will be paid the appropriate for the day(s) of the week that he four-hour period encompasses.

4. An employee is called in at 3:00 a.m. His normal start time is 7:00 a.m. He is paid four (4) hours overtime from 3:00 a.m. to 7:00 a.m. From 7:00 a.m. to 11:30 he is paid four (4) hours at the overtime rate from 11:30 a.m. to 3:30 p.m. because he has gone over eight (8) hours.

ARTICLE XIX

WAGES AND JOB CLASSIFICATIONS

- A. For 2018:
- (1) January 1, 2018, all wages of unit employees shall be increased by 1.0%, plus increments, if due.
 - (2) Effective July 1, 2018, all wages of unit employees shall be increased by \$500, plus increments if due.
 - (3) Effective January 1, 2018, \$0.75 per hour one-time hourly rate adjustment for Mechanics.
- B. Effective July 1, 2019, all wages of unit employees shall be increased by 2%, plus increments, if due.
- C. Effective January 1, 2020, all wages of unit employees shall be increased by 3.0% plus increments, if due.
- D. Effective January 1, 2021, all wages of unit employees shall be increased by 3.0% plus increments, if due.
- E. The rates of pay for each job classification of the employees covered by this agreement are set forth in the wage guides shown in Appendix B which is attached hereto and made a part hereof.
- F. Each year all employees shall, on their in grade anniversary dates, be advanced one step on the wage guide until the maximum of Step 4 is achieved.
- G. Each employee promoted to a higher classification shall start within the step of his new classification that pays an hourly rate next above the rate paid him in his former classification. Each anniversary date of his promotion he will be advanced one step until he achieves Step 4, his maximum,
- H. There will be in grade steps or increments of two percent that will, in four (4) annual steps, arrive at the maximum hourly rate for this grade.

- I. The pay week for all unit members shall run from Sunday through Saturday.
- J. All Golf Course Groundsmen, Shade Tree Groundsmen, and Recreation Maintenance employees, excluding mechanics, who are required to have a CDL shall be brought up to the Driver's rate of pay. Senior Groundsmen and Recreation Maintenance men will maintain a separation in pay from the men who will receive this increase.
- K.
 - 1. Starting salaries for newly-hired employees (defined as those hired on or after January 1, 2014) shall be phased-in as follows:
 - a. Year 1: 65% of present starting salary for position
 - b. Year 2: 75% of next step on the salary guide
 - c. Year 3: 80% of next step on the salary guide
 - d. Year 4: 85% of next step on the salary guide
 - e. Year 5: 90% of next step on the salary guide
 - f. Year 6: 100% of next step on the salary guide
 - 2. The starting salary for probationary employees shall be 65% of the present starting salary for the position for which they are hired.
 - 3. The applicable salary scales for new and existing employees are governed by the salary scales set forth in Appendix B to this contract.
- L. Pay errors shall be corrected as soon as possible after being brought to the attention of the Department Head.

ARTICLE XX

LONGEVITY

A. Each employee shall be paid, in addition to his base pay, a longevity increment based upon years of service in the employ of the Township in accordance with the following schedule:

<u>YEARS OF SERVICE</u>	<u>INCREMENTS OF BASE PAY EFFECTIVE 1/1/87</u>
Upon completion of 3 years of service	\$ 275.
Upon completion of 5 years of service	\$ 500.
Upon completion of 9 years of service	\$ 725.
Upon completion of 12 years of service	\$ 950.
Upon completion of 15 years of service	\$1, 175.

B. The longevity pay benefit is to be eliminated for all employees hired on or after January 1, 1998.

C. Each employee shall qualify for the longevity increment on the date of the anniversary of his employment and such increment shall be paid from and after such date.

D. In accordance with the Fair Labor Standards Act, longevity shall be included in the overtime rate for hours worked in excess of forty (40) per week.

E. The longevity schedule provided in Paragraph A shall not reduce the current dollar amount of longevity currently paid to any employee. Those employees whose longevity payments under the predecessor contract exceed the schedule set forth in Paragraph A will be paid the dollar amount received under the predecessor contract. This will be effective as of the signing of the Agreement. They will continue to receive this dollar amount until they reach the next longevity increment, as provided in Paragraph A.

ARTICLE XXI

PERSONNEL FILES

The Township agrees to remove any record of minor discipline from an employee's personnel file after a period of three (3) years, provided that no other disciplinary action is entered in the employee's personnel file during said three (3) year period. Minor discipline is defined as (1) an oral reprimand; (2) a written reprimand; (3) suspension with pay; or (4) demotion in job classification. Major discipline is defined as a suspension of 5 days or more.

ARTICLE XXII

VACATIONS

A. Each permanent full-time employee who has had the length of continuous employment specified in the table following shall be entitled to the working time shown, as a vacation with pay at his regular hourly rate of pay as of the week immediately prior to the start of such vacation:

1. Employees hired on or before December 31, 2013:

1 year but less than 5 years	2 weeks
5 years but less than 10 years	3 weeks
10 years but less than 15 years	4 weeks
15 years but less than 25 years	5 weeks
25 years and over	6 weeks

2. Employees hired on or after January 1, 2014:

1 year but less than 5 years	2 weeks
5 years but less than 10 years	3 weeks
10 years or over	4 weeks

B. Eligibility for vacations shall be computed as of the first day of the month in which hired.

C. With the exception of the first annual anniversary date, vacations may be scheduled at any time within the calendar year of an annual anniversary date. Vacations will be scheduled so as not to interfere with the operations of the Departments to which the employee is assigned and with due regard to seniority. Vacations shall be taken within the year of entitlement except that if the first anniversary date occurs in December, the vacation to which entitled may be taken the following year but not consecutively with the vacation to which entitled for the second anniversary date.

D. Employees leaving the Township's employ in good standing shall receive payment for all earned pro rata vacation.

E. Employees may use single vacation days upon request, submitted 5 days in advance, and approved by the Department Head or his designee, which shall be subject to departmental requirements for that day

ARTICLE XXIII

HOLIDAYS

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

New Year's Day	Columbus Day
Washington's Birthday	General Election Day
Good Friday	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Friday following Thanksgiving
Labor Day	Christmas Day
	Martin Luther King's Birthday

B. An employee required to work on a holiday shall be paid time and one half his regular pay in addition to holiday pay.

C. If a holiday falls on a Saturday, it will be celebrated the Friday immediately preceding the holiday. If a holiday falls on a Sunday, it will be celebrated on the Monday immediately following the holiday.

ARTICLE XXIV

PERSONAL DAYS

A. Each full time employee covered by this Agreement shall receive four (4) personal days at eight (8) hours straight time during each year of this Agreement. Request for such personal days must be made in writing to the Township at least twenty-four (24) hours in advance; except that, Employees may use personal days on same-day basis upon request to and approval by the Foreman. The Foreman may grant the request provided that it can be accommodated without disrupting departmental operations.

ARTICLE XXV

SICK LEAVE AND BEREAVEMENT PAY

- A. All permanent full time employees covered by this Agreement shall be granted sick leave with pay as follows:
- i. For employees hired on or before December 31, 2013: one (1) working day for every month of service during the remainder of the first calendar year of service and fifteen (15) working days in every calendar year thereafter. The amount of such leave not taken shall accumulate from year to year.
 - ii. For employees hired on or after January 1, 2014: one (1) working day for every month of service during the remainder of the first calendar year of service and twelve (12) working days in every calendar year thereafter. The amount of such leave not taken shall accumulate from year to year
- B. Sick leave with pay is hereby defined to mean a necessary absence from duty due to illness, injury, doctor's appointment or exposure to contagious disease, and may include absence due to illness in the immediate family of the employee or necessary attendance upon a member of the immediate family who is ill.
- C. An employee absent on sick leave shall submit acceptable medical evidence substantiating the illness if requested by the Township. Abuse of sick leave may be cause for disciplinary action.
- D. Whenever an employee is scheduled to work any day outside of the normal work week and is unable to do so because of any reason set forth in Section B, such day at his election may be charged as a day of sick leave with pay for eight (8) hours at straight time.

E. Employees are eligible to participate in the sick leave bank established and operated pursuant to Section V3C4 of the official Employee Handbook of the Township of Toms River, attached hereto in Appendix C, and any amendments or supplements thereto.

F. Employees are entitled to Bereavement Leave as provided pursuant to Section V3C5 of the official Employee Handbook of the Township of Toms River, attached hereto in Appendix C, and any amendments or supplements thereto. Additionally, if the funeral takes place at or beyond a 150-mile radius from Toms River, employees may be granted additional bereavement days, provided they are actually attending the services, subject to the approval of the Department Head.

G. Pursuant to past practice, an employee who does not expect to work on any work day because of personal illness or for any of the reasons set forth in Section B, must notify the appropriate office by telephone or personal messenger within one half (1/2 hour prior to the beginning of his/her tour of duty.

H. Employees have the option of selling back accumulated sick days to the Township under the following conditions:

1. Employees with at least 100 days of accumulated sick leave as of December 31 of each year may sell back a maximum of 10 days at 80% of the rate of base pay.

2. Employees with at least 120 days of accumulated sick leave as of December 31 of each year may sell back a maximum of 10 days at 85% of the rate of base pay.

3. Employees with at least 130 days of accumulated sick leave as of December 31 of each year may sell back a maximum of 10 days at 90% of the rate of base pay.

4. Employees must notify the Department of Human Resources no later than March 31 of their intent to participate in the sick leave buy-back program. Payment shall be made no later than July 31 of each year.

ARTICLE XXVI

(RESERVED)

ARTICLE XXVII

WORKMEN'S COMPENSATION

A. Employees injured on duty shall receive workers' compensation plus the difference between the amount of the workers' compensation benefit and full salary during the period of disability only, not to exceed three (3) months. Employees hired on or after January 1, 2018, must first use accrued sick leave to make up the differential between workers' compensation payments and full salary before receiving full compensation from the Township.

B. The three-month period provided under the preceding subsection may be extended indefinitely upon written certification from the treating physician that the Employee requires additional recovery time and must remain off-the-job.

C. When an employee receives his workmen's compensation check, which shall be made payable to both the employee and the Township, he shall endorse the check and forward it to the Township.

D. Upon receipt of the employee's endorsed workmen's compensation check, the Township shall forward to the employee his full pay.

E. Employees called in for emergency duty shall be covered by workmen's compensation when traveling to and from such duty.

ARTICLE XXVIII

TERMINAL LEAVE

Employees may be eligible for terminal leave, defined as payment of accrued, unused accumulated sick leave upon retirement, based on their date of hire and length of service. Eligibility is categorized as follows:

- A. **Category 1:** Employees hired before May 21, 2010, may receive payment upon retirement for the amount of sick leave accrued up to a maximum of 130 days.
- B. **Category 2:** Employees hired on or after May 21, 2010, as provided under N.J.S.A. 40A: 9-10.4 (L.2010, C.3 § 2), may receive payment upon retirement for the amount of sick leave accrued up to maximum of \$15,000.
- C. **Category 3: New Employees.** New employees, defined as those employees hired on or after January 1, 2014, are ineligible for payment upon retirement for accumulated, unused sick leave.
- D. Payments made pursuant to this section may be taken in a lump sum only

ARTICLE XXIX

MAINTENANCE OF OPERATIONS

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

B. The Union covenants and agrees that during the term of this Agreement neither the Union nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in, any strike (i.e, the concerted failure to report for duty, or willful absence of an employee from his position, or stoppage or work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walk-out or other job action against the Township.

C. The Union agrees that it will do everything in its power to prevent its members from participating in any strike, work stoppage, slowdown or other activity aforementioned including, but not limited to publicly disavowing such action and directing all such members who participate in such activities to cease and desist from same immediately and return to work, along with such other steps as may be necessary under the circumstances, and to bring about compliance with its order.

D. In the event of a strike, slowdown, walk-out or job action it is covenanted and agreed that participation in any such activity by the Union member shall entitle the Township to take appropriate disciplinary action including possible discharge in accordance with applicable law.

E. Nothing contained in this Agreement shall be construed to limit or restrict the Township in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach by the Union or its members.

ARTICLE XXX

JURY AND MILITARY LEAVE

A. Every employee covered by this Agreement who is ordered to report for jury duty shall be granted a leave of absence from his regular duties during the actual period of such jury duty and shall receive for such period of jury duty an amount equal to the difference in his regular pay and his jury duty pay, up to a maximum of two (2) weeks. In the event such employee is required to participate on jury duty for a period in excess of two (2) weeks, such employee shall secure from the Appropriate Judge a letter to that effect.

B. Military leave for employees training or serving with the National Guard or the Armed Forces of the United States will be granted in accordance with the laws applying to such cases. Military leave is restricted to one leave within a five (5) year period, not including "call ups," as permitted by state law.

ARTICLE XXXI

HEALTH AND WELFARE INSURANCE

A) The Township shall provide medical insurance coverage to Employees covered by this agreement, their spouses, and eligible dependent children.

1. Employees hired on or before December 31, 2013, may select insurance coverage through Horizon Blue Cross/Blue Shield under three separate plans: Direct Access, Point of Service (POS), Exclusive Provider Organization ("EPO"), and Omnia Plan.

2. Employees hired on or after January 1, 2014, are eligible to enroll in the EPO or the Omnia plan only. Employees hired on or after January 1, 2018, are eligible to enroll in the Omnia Plan only

3. Going forward, the Township will continue to provide coverage under these plans, or substantially equivalent plans.

B) 1. The Township shall provide a prescription drug plan. Currently, the Township provides this benefit through Benecard Prescription Drug Plan. Going forward, the Township will continue to provide coverage under this plan or a substantially equivalent plan.

2. In each year of the contract, Employees shall be subject to the following co-pays for prescription coverage:

	Over the Counter (30-day supply)		Mail-in (90-day supply)	
	Generic	Brand Name	Generic	Brand Name
<u>Contract Year</u>				
2018	\$5.00	\$30.00	\$5.00	\$30.00
2019	\$10.00	\$30.00	\$5.00	\$30.00
2020	\$10.00	\$30.00	\$5.00	\$30.00
2021	\$10.00	\$30.00	\$5.00	\$30.00

3) The Township shall provide a dental insurance plan. Currently, the Township provides this benefit through Horizon Blue Cross/Blue Shield. Employees hired on or after January 1, 2014, are eligible to enroll in the Horizon Dental Choice Plan only. Going forward, the Township shall continue to provide coverage under these plans, or substantially equivalent plans.

C. Employer may change insurance carriers, or plans within the same carrier, at its option provided substantially equivalent benefits are provided.

D. 1) Employees' share of the costs for the medical, dental, and prescription coverage provided under this contract shall be governed by the statutory contribution rates established by N.J.S.A. 40A:10-21.1 (P.L.2011, c.78, §42) and N.J.S.A. 52:14-17.28c (P.L.2011, c.78, §39).

2) As mandated by those provisions, Employees shall pay the *greater* of one and one-half (1.5%) of base salary or a percentage of the total cost of the combined premiums for the level (family, single, spouse/partner) and types (medical, dental, and/or prescription) of coverage selected, calculated in accordance with Tier 4 (full contribution) under the applicable statutory matrix.

3) Contribution percentages shall be recalculated immediately upon adjustments in salary.

4) Pursuant to N.J.S.A. 40A:10-21.2 (L.2011, C.78, §79), the above contribution rates shall remain in effect, and are not negotiable, until all employees in the bargaining unit have

reached full contribution, notwithstanding the expiration of any law or agreement or the execution of a new agreement. Thereafter, employees' share of the cost of coverage may be the subject of collective negotiations: however, the rates set forth above shall be the baseline for future negotiations, as if they had been previously contracted for.

5) Employees hired to positions covered by this agreement on or after January 1, 2014, shall contribute at the full contribution rate established by statute (the Year 4 contribution set forth above).

6) Retirees:

(a) Pursuant to N.J.S.A. 40A:10-23, all retirees who have 25 years of service with the Township, and are eligible for full retirement based upon pension system requirements, and are of age 55 years or more, shall have the entire cost of health benefits assumed by the Township, subject to co-pay provisions in the employment contract of the respective bargaining units and nonunion employees.

(b) In accordance with N.J.S.A. 40A:10-21b (L.2011, C.78, §79), Employees retiring under this agreement shall contribute to the cost of coverage in retirement the *greater* of one and one-half percent (1.5%) of the annual retirement allowance, including any future cost-of-living increases, or the full premium percentage contribution determined by the annual retirement allowance, including any cost-of-living increases, as set forth in the statutory matrices. Consistent with N.J.S.A. 40A:10-21.1b(3) (L.2011, c.78, §79), this contribution requirement shall not apply to Employees who accrued 20 or more years of creditable service in a state-or locally-administered retirement system on or before June 28, 2011.

E. For all medical, prescription, and dental benefits provided under this agreement, retirees shall be offered the same benefit plans and levels of coverage, and be subject to the same co-payments and deductibles, as active employees. These benefit plans, levels of coverage, co-payments and deductibles may change under future contracts. Those changes will apply to retirees, whose benefits will be coextensive with those of active employees, irrespective of when they retired.

F. In accordance with state law, the Township shall provide Medical Savings Account/Flexible Spending Account options.

ARTICLE XXXII

EMPLOYEE DEATH

If an employee dies while actively employed by the Township, his or her designated beneficiaries will receive payment for all accumulated time.

ARTICLE XXXIII

SAFETY AND UNIFORMS

A. The Township will negotiate with the Union on questions regarding safety appliances and provisions to safeguard health which may be desired in addition to compliance with Federal and State Laws relating to safety and health.

B. The Township will provide Employees with appropriate uniform apparel and equipment.

C. Effective January 1, 2018, annual boot allowance adjusted to \$125 per pair. Road Department and other similarly-situated employees who demonstrate a need based on boot wear and tear may receive allowances for two (2) pairs of boots annually. On or before October 1, 2018, the Township will enlist the services of a mobile truck for booth purchases.

D. The Union will appoint a five (5) person Safety Committee. Members of the Safety Committee shall meet with the supervisors of their respective department once a month to discuss safety and health on the job issues.

ARTICLE XXXIV

SAVINGS CLAUSE

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

ARTICLE XXXV

TERMINATION AND EXTENSION OF AGREEMENT

- A. This agreement is effective from January 1, 2018, through December 31, 2021.
- B. In the absence of written notice given no more than one hundred eighty (180), nor less than one hundred fifty (150) days, prior to the expiration date by either party, this Agreement shall automatically be renewed for a period of another year, and from year to year thereafter, until such time as the appropriate notice is given to the annual expiration date.
- C. If, following the receipt of such notice, negotiations have not been concluded prior to the termination date, this Agreement may be extended for an additional period of thirty (30) days from its termination date, upon fifteen (15) days notice in writing by either party to the other. In such event, however, and if the extension is accepted, any changes made shall be effective as of the expiration date. If the parties fail to reach an agreement either before the termination date or the date the extended period terminates, this Agreement shall terminate.
- D. The parties agree that this collective negotiations agreement expires on December 31, 2021, but shall remain in full force and effect until a successor agreement is executed; except that, following expiration, and until a successor agreement is executed, no salary step increases, longevity increases, or similar financial benefits shall be implemented.

ARTICLE XXXVI

COMPLETENESS OF AGREEMENT

A. Employees covered under this Agreement will retain for the life of this Agreement, any benefits existing s of the time of the signing of this Agreement which are embodied in Township Ordinances.

B. This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

APPENDIX A

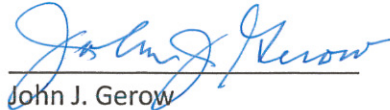
(RESERVED)

APPENDIX B

APPENDIX C

IN WITNESS WHEREOF, the parties have by their duly authorized representatives set their hands
and seals this 24th day of January, 2018.

FOR THE UNION:

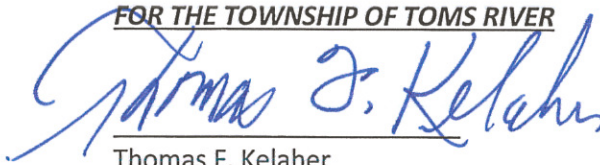


John J. Gerow
President



Patrick Guaschino
Vice President

FOR THE TOWNSHIP OF TOMS RIVER



Thomas F. Kelaher
Mayor



Alison Carlisle
Township Clerk

 c/s

