

AGREEMENT
BETWEEN
TOWNSHIP OF TOMS RIVER, NEW JERSEY
AND
TOMS RIVER PROFESSIONALS ASSOCIATION

JANUARY 1, 2018 THROUGH
DECEMBER 31, 2020

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PREAMBLE

This Agreement made this day of December, 2017, by and between the TOWNSHIP OF TOMS RIVER, a Municipality in the County of Ocean, State of New Jersey, hereinafter referred to as "Township" or "Employer" respectively, and of the TOMS RIVER PROFESSIONALS ASSOCIATION, hereinafter referred to as the "Association" and/or "TRPA", and represents the complete and final understanding by the parties on all negotiable issues.

WITNESSETH:

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 conditions of employment consistent with the law.

NOW THEREFORE, in consideration of these promises and mutual covenants herein contained, the parties hereto agree with each other with respect to the employees of the Employer recognized as being represented by the Association as follows:

ARTICLE I
ASSOCIATION RECOGNITION

A. The Employer recognizes the Association as the exclusive representative, for the purpose of collective negotiations with respect to the terms and conditions of employment of all full-time white collar employees and part-time employees employed by Toms River Township, Ocean County, New Jersey, but excluding blue collar employees, craft employees, police, professionals, deputy tax collector, deputy tax assessor, and supervisors within the meaning of the New Jersey Employer• Employee Relations Act of 1974, confidential employees and all other employees.

ARTICLE II

NEGOTIATION PROCEDURE

Section 1

A. Collective negotiations pursuant to Public Employment Rules and Regulations shall be conducted by the authorized negotiation team of the Association and the specified agents of the Township authorized to conduct negotiations with respect to rate of pay, hours of work, or other conditions of employment.

B. Association shall transmit to the Township the names of the designated members of the negotiation team who shall represent the Association, as well as the names designated by the Association to conduct Association activities and representation under the collective agreement. The representatives of the Association shall not exceed five (5) members, inclusive of the President, who may be designated by the Association to participate in collective bargaining meetings called for the purpose of the negotiation of a collective bargaining agreement.

Section 2

A. In the event negotiations are conducted during working hours, members of the Association negotiating team shall be released from their assigned duties and suffer no loss of pay, subject to the limitations set forth in Section 3 and provided their absence would not seriously interfere with the operations of the Employer.

B. The above protection shall also be extended to the designated grievance committee of the Association for any scheduled hearings during working hours, or matters concerning representation of any employee before any designated agent of the Township regarding the employee's terms and conditions of employment, subject to the limitations set forth in Section 3.

Section 3

The Association shall provide the Township and the appropriate Supervisor reasonable notice of the named employee representatives being requested to attend a meeting pertaining to the administration and/or negotiation of this Agreement. It is acknowledged that the workloads of the respective Departments are the first priority to the Township and the Association. Notwithstanding the above, the representative(s) shall be released from their assigned duties with no loss of pay at the discretion of the Township and/or Department Head or Supervisor. Said request for release of representative(s) shall not be unreasonably denied except if the Department Head/Supervisor articulates that the representative's release would adversely affect the workload of the respective Department.

ARTICLE III
CHECK OFF

A. The Township agrees to deduct membership dues and submit those dues to the majority representative, Toms River Professionals Association ("TRPA").

B. The amount of the monthly membership dues will be certified by the President of the TRPA and provided, in writing, to the Township.

C. The Township agrees to deduct from its employee's wages dues for the majority representative. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967, N.J.S.A. 52: 14-15.9(e) as amended. The Township shall transmit said dues to the designated office or address of Toms River Professionals Association by check as soon as practicable after the period in which the deductions were made and will be accompanied by a list showing the names of all employees for whom both membership and fee payor deductions were made.

D. If during the life of the Agreement, there shall be any change in the rate of membership dues, the TRPA shall furnish to the Township written notice prior to the effective date of such change and shall furnish to the Township either new authorization from its members showing the authorized deduction for each employee or an official notification on the letterhead of the TRPA and signed by the President and Treasurer of the TRPA advising of such changed deduction.

E. The TRPA 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 submitted by the TRPA to the Township or in reliance upon the official notification on the letterhead of the TRPA and signed by the President and Treasurer of the TRPA advising of such changed deduction.

F. Agency Fee Payors

1. Upon the request of the TRPA, the Township shall deduct a representative fee from the wages of each employee who is not an authorized member of the TRPA.
2. These deductions shall commence thirty (30) days after the employee's hire should he/she provides the TRPA in writing, their decision not to be a member of the majority representative.
3. The amount of said representation fee shall be provided to the Township by the TRPA, which amount shall not exceed 85% of the regular membership dues, fees, and assessments charged by the TRPA to its own members in accordance with N.J.S.A. 34:13A-5.5 et seq.
4. The TRPA agrees to indemnify and hold the Township harmless against any liability, cause of action or claim of loss whatsoever as a result of said deductions.
5. The Township shall remit the amounts deducted to the TRPA monthly, in the manner as set

forth above or by any other arrangement agreed to by the parties in writing.

6. The TRPA shall establish and maintain at all times a Demand and Return System as provided by N.J.S.A. 34:13A-5.5[c] and 5.6, and membership in the TRPA shall be available to all employees in the Association on an equal basis at all times. In the event the TRPA fails to maintain such a system, or if membership is not so available, the Township shall immediately cease making said deductions.
7. This article is subject to all provisions of N.J.S.A. 34:13A-5.5 et seq. and shall remain in full force and effect until and pursuant to the terms of the successor collective bargaining agreement.

ARTICLE IV GRIEVANCES

Section 1

A grievance is herein defined as any complaint by an employee or the Association based upon the interpretation, application, or violation of this agreement, policy or administration decision or practice affecting any controversy arising over the interpretation or adherence to the terms and conditions of this Agreement and may be raised by an individual, the Association, or the Township.

A. Aggrieved Person

An Aggrieved Person is the person or persons or the Association making the claim.

B. Party of Interest

A Party of Interest is the person or persons making the claim and any person including the Association or the Township who might be required to take action in order to resolve the claim.

C. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems that may arise, from time to time, affecting members. All procedures will be kept informal and confidential.

D. Time Limits

The number of days indicated at each level should be considered as a maximum and all efforts should be made to expedite the process. All time limits as specified may be extended by mutual agreement.

Section 2

An employee with a grievance shall first discuss it with their immediate supervisor.

Section 3

In the event the grievance is not resolved or the grievant is not satisfied with the disposition of his/her grievance then the grievant through and with the approval of the Association shall submit this matter in writing and request a meeting with the governing body.

Section 4

Steps of the Grievance Procedure:

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

Step One:

1. An aggrieved employee shall discuss his grievances with the Association Representative and the Department Head/Immediate Supervisor within ten (10) working days of the occurrence of the grievance, and an earnest effort shall be made to settle the differences between the aggrieved employee, the Association Representative and the Department Head/Immediate Supervisor. Failure to act within said ten (10) working days shall be deemed to constitute an abandonment of the grievance on behalf of the individual.

2. The Department Head/Immediate Supervisor shall attempt to settle the grievance or render a decision within ten (10) working days after the grievance has been raised.

Step Two:

1. In the event a satisfactory settlement has not been reached at Step One, the grievance shall be reduced to writing and one (1) copy furnished to the Business Administrator and/or designee and one (1) copy to the Department Head/Immediate Supervisor, within ten (10) working days.
2. The Business Administrator and/or designee, and the Association Representative shall meet and attempt to resolve the problem within ten (10) working days from the time it was presented.

Step Three:

1. If a grievance is not settled by Step Two, such grievance shall be referred to the Public Employment Relations Commission for the selection of an Arbitrator according to its rules at the request of the Association or Township.
2. The Arbitrator shall be bound by the provisions of this Agreement and the past practice of the parties 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.
3. The costs of the services and expenses of the Arbitrator shall be borne equally between the Township and the Association. Any other expense incurred, including, but not limited to, the presentation of witnesses shall be paid by the party incurring same.
4. The Arbitrator shall set forth his findings and facts, and reasons for making the award, within forty-five (45) 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.

Section 5

1. An aggrieved person may be represented at all stages of the grievance procedure by only the representatives selected or approved by the Association.
2. No reprisals of any kind shall be taken by the Township or any of its agents against any member of the Association, any party of interest, or any representative of the Association because of such participation.

Township Grievances:

Grievances initiated by the Township shall be filed directly with the Association within five working days after the event that gives 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 Association, 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 Public Employment Relations Commission in accordance with Step Three.

ARTICLE V

MEMBERS RIGHTS

Section 1

No member of this Association shall be disciplined, reduced in rank, or removed from office without just cause. Any actions asserted by the Township or Township Administration shall be subject to the provisions of the grievance procedure contained herein.

Section 2

Whenever any member is required to appear in any disciplinary proceeding concerning any matter which could adversely affect the continuation of that employee in his duties to the Township, position, employment or salary, or any increments pertaining thereto, he or she shall be given notice of the reasons for such proceedings, and shall be entitled to have representatives of the Association present to advise him and represent him at such proceedings.

Section 3

A. Nothing contained within the specifications of this agreement shall be construed to deny any member such rights as he or she shall have under New Jersey Statutes or any other applicable laws and regulations. All rights granted to members hereunder shall be deemed to be in addition to those provided by statute and/or regulation promulgated by the State.

B. Each member shall have the right to review his or her personnel folder at least two (2) times a year upon prior reasonable notice. The Township shall make available for inspection all material within each personnel jacket. Any member shall have the right to respond to any matter within the personnel file, and have such response included in his file.

C. Any oral and/or written reprimands tendered to the employee shall be retained in the employee's personnel file for his/her tenure with the Township. The employee shall have the right to review and understand any reprimand. The employee shall have the right within thirty (30) days to prepare and submit a rebuttal to the reprimand. Any rebuttal by the employee shall be retained in the employee's personnel file with the reprimand.

Section 4

A. There shall be no discrimination, interference, or coercion by the Township or any of its agents, or the Association or any of its agents, against members covered by the Agreement because of membership or non-membership, or activity or non-activity in the Association.

B. The Township shall not intimidate or coerce individuals into membership of the Association or because of their association.

C. Neither the Township nor Association shall discriminate against any person because of race, color, sex, national origin, age, political affiliation, or religion.

ARTICLE VI
ASSOCIATION RIGHTS

A. The Township agrees to furnish to the Association in response to reasonable requests from time to time all available information within which would be available under the standards of the Open Public Records Act and such other information that is reasonably shown by the Association to be necessary for the Association's authority to administer and negotiate terms and conditions of employment for its members.

B. Whenever any representative of the Association or its committees participates during working hours in negotiations, grievances, proceedings, conferences, or meetings, they shall suffer no loss in pay, subject to the limitations set forth in Section 3 of Article 2.

C. The Association shall be granted use of Township equipment and Township buildings at all reasonable hours for meetings and conducting of Association business when such buildings and equipment are not in use on the same terms as granted to other organizations. The Association shall pay for the reasonable cost of materials in utilization of Township equipment.

D. The President and designated representatives shall be entitled to time off with pay to attend workshops and seminars as given by the Public Employment Relations Commission, subject to the limitations set forth in Section 3 of Article 2.

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

F. The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the recognized employees and to no minority labor organization except as required by law.

G. Except as the Agreement shall otherwise provide, all terms and conditions of employment applicable on the signing date of this Agreement to employees covered by the Agreement as established by ordinance, rules, and regulations, and/or policies of the Township in force on said date shall continue to be so applicable during the term of the Agreement.

ARTICLE VII
MANAGEMENT RIGHTS

A. The Employer hereby retains and reserves unto itself, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, and any subsequent modifications enacted or determined by a judicial or administrative body during the term of this Agreement, including, but without limiting the generality of the foregoing, the following rights:

1. To the executive management and administrative control of the Township Government and its properties and facilities and activities of its employees by utilizing personnel, methods and means of the most appropriate and efficient manner possible.
2. To hire all employees, to determine their qualifications and conditions for continued employment or assignment, to promote, transfer, assign or retain employees in positions within the Township, and in that regard to establish reasonable work rules. Such work rules will be equitably applied and enforced.
3. To suspend, demote, discharge or take any other disciplinary action for just cause according to law.
4. 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.

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

C. Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities, and authority, under N.J.S.A. 40 or 40A, or any other national, state, county, or local laws or ordinance, as amended.

ARTICLE VIII VACATIONS

A. Each permanent, full-time employee who has had the length of continuous employment specified in the table below shall be entitled to the working time shown, as a paid vacation:

Employees Hired Prior to 1/1/15

Date of Hire through Fourth (4th)

Year of employment 10 days

Beginning the Fifth (5th) year and through

Nine (9) years of employment 15 days

Beginning the Tenth (10th) year and through

Fourteenth (14) year of employment 20 days

Beginning the Fifteenth (15th) year and through

Twenty-Four (24) years of employment 25 days

Beginning the Twenty-Fifth (25th) year of

Employment until Retirement 30 days

Employees Hired After 1/1/15

Date of Hire through Fifth (5th)

Year of employment 10 days

Beginning the Sixth (6th) year and through

Ninth (9) year of employment 15 days

Beginning the Tenth (10th) year of

Employment until Retirement 20 days

1. Vacation leave may only be taken in one-half (1/2) hour increments.

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, that is, they need not be deferred until the actual anniversary date. Vacation requests must be submitted by the employee in writing to their respective department heads for approval, which approval shall not be unreasonably denied but shall be subject to the ongoing workload in the respective department, which is their first priority. Seniority will be regarded if conflicts arise. Vacations shall be taken within the year of entitlement except that if the first anniversary date occurs in December, the vacation to which an employee is entitled may be taken in the following year.

D. An employee who has resigned or has otherwise separated from employment shall be entitled

to the vacation allowance prorated on the basis of the number of months worked in a calendar year in which the separation becomes effective provided said employee furnishes a minimum of two (2) weeks' notice to the Employer upon resignation.

E. If an employee leaves the employ of Employer for any reason before the end of the calendar year after having taken a vacation allowance for the year, he or she will be charged with the unearned part of his or her vacation, which will be deducted from his or her final paycheck.

F. The vacation pay shall be given to the employee on the pay week preceding the employee's vacation, except in case of emergency, provided the employee gives two (2) weeks' notice to the Employer.

ARTICLE IX
DEATH IN FAMILY

Every permanent full-time employee shall be granted funeral leave pursuant to the terms established in the Township's Employee Handbook in effect as of January 1, 2015.

ARTICLE X
SAVINGS CLAUSE

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 of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XI
MAINTENANCE OF WORK 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 operation.
- B. The Association covenants and agrees that during the term of this Agreement neither the Association nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in, any strike, work stoppage, slowdown, walk-out or other job action against the Employer.
- C. The Association agrees that it will do everything in its power to prevent its members from participating in any strike, work stoppage, slowdown, sick-out 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 to 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 Association member shall entitle the Employer 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 Employer 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.
- F. The Employer agrees that it shall not cause a lockout.

ARTICLE XII
OVERTIME

A. All employees covered by this Agreement whose basic work week consists of either thirty-five (35) or forty (40) hours shall be paid overtime at the rate of time and one-half ($1\frac{1}{2}$) of the employee's rate of pay for time actually worked in excess of either thirty-seven and one-half ($37\frac{1}{2}$) hours or forty (40) hours in the standard work week.

1. The employee, subject to the approval of the Township, may elect compensatory time at the rate of time and one-half ($1\frac{1}{2}$) in lieu of overtime pay. This compensatory time, if approved, must be taken within one month of its occurrence. Excluded from overtime calculations are paid and unpaid leaves of absence.

B. The parties agree that straight time shall be paid to all employees covered by this Agreement whose basic work week consists of thirty-five (35) hours for time actually worked in excess of thirty-five (35) hours to thirty-seven and one-half ($37\frac{1}{2}$) hours and thereafter at the rate of time and one-half ($1\frac{1}{2}$) the employee's rate of pay for time worked in excess of thirty-seven and one-half ($37\frac{1}{2}$) hours in the standard work week.

C. Employees shall not be paid overtime for any hours worked in excess of aforementioned respective and applicable hours per week unless a Supervisor authorizes such overtime.

D. Overtime shall be equally distributed among employees in their respective departments as is reasonably practical among those capable of performing the work to be done.

F. There shall be no pyramiding of overtime.

G. All overtime shall be paid promptly in the next regular payroll check after the overtime is worked, except in case of emergency.

H. Leave time for holidays, bereavement, and sick leave, shall be treated as time worked for the purposes of computing overtime.

I. All work performed on Saturdays and Sundays will be paid at one and one-half ($1\frac{1}{2}$) time the employee's hourly rate of pay, except for those employees and operations listed in Appendix "B" that are and have been seven (7) day operations.

ARTICLE XIII
CALL IN PAY

A. An employee who is called in to do work in emergencies outside of his or her regular hours shall be entitled to call in pay as hereinafter set forth.

B. The employee called in shall be guaranteed a minimum of three (3) hours payable and credited at the rate of time and one-half ($1\frac{1}{2}$), and such employee shall be entitled to payment at the appropriate overtime rate for all hours actually worked in excess of three (3) hours.

C. This call in guarantee shall not apply if the hours worked are prior to or immediately following an employee's regular hours. In addition, this call in guarantee shall not apply to scheduled overtime including, but not limited to, scheduled meetings of all public bodies, boards, or commissions, in which event the regular overtime provision of this Agreement shall apply.

D. Employees assigned to the Municipal Court Department shall receive an annual stipend to perform work pertaining to the administration and issuance of warrants after the Township's regular work hours of 8:00 a.m. to 5:00 p.m. The Township and/or designated Department Head will attempt to make equitable and reasonable accommodations for the on call status of these employees.

1. Should an employee be called in to do work, not associated with the issuance and administration of warrants, outside of his or her regular hours, they shall be entitled to call in pay as set forth in Sections B and C above.
2. The annual stipend as established in Section D above shall be \$8,500 annually for the term of the parties' collective bargaining agreement. This stipend shall be paid in as part of the employee's regular pay.
3. This Stipend shall be prorated for the period of time the employee is in this position.
4. Should the Employer determine to outsource this work at any time during the term of the parties' collective bargaining agreement, then the Employer agrees to pay said employees the difference between this annual stipend and what they would have been entitled back to April 1, 2011, pursuant to the contractual terms and past practice prior to the execution of this Agreement.

ARTICLE XIV
HOURS OF WORK

A. This Article is intended to define the normal hours of work, 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. Unless a Department or certain positions within a Department are regularly assigned a greater number of hours per week, the basic work week shall consist of thirty-five (35) hours of work from Monday to Friday, inclusive. The basic work day shall consist of seven (7) hours of work per day exclusive of a one (1) hour lunch period, except for employees in seven (7) day operations as set forth hereafter, and employees as stated in Appendix "B".

1. The parties have agreed that employees covered under this contract who are assigned to the Police Department shall have a basic work week of forty (40) hours from Monday to Friday, inclusive. The basic work day for these employees shall consist of eight (8) hours of work per day exclusive of a one (1) hour lunch period.

C. The normal starting time shall be between 8:00 a.m. and 9:00 a.m. and the normal quitting time shall be between 4:00 p.m. and 5:00 p.m., but may be varied for seasonal operations or in emergencies. The foregoing shall not apply to employees in seven (7) day operations as set forth hereafter, and employees as stated in Appendix "B".

D. Employees covered under this Agreement will normally receive two (2) consecutive days off except in cases of emergency or in instances where the employee volunteers to work a split week.

E. The work day shall consist of a standard tour of duty in a twenty-four (24) hour period and employees will not normally be scheduled to work more than a single tour of duty without an intervening tour of duty off.

F. Employees covered by this Agreement who work a forty (40) hour week in the Police Department shall be entitled to a lunch break of one-half (1/2) hour away from their duty post except in emergent situations when their absence from their duty post would interfere with the efficient operation of the Police Department.

G. In the event the Employer decides to change the normal hours of work for any employee prior notice of such change shall be given to said employee and the Association, and the Employer will discuss such change with the Association prior to implementation.

H. All employees covered by this Agreement will be entitled to two (2) fifteen (15) minute breaks per day, one (1) in the morning and one (1) in the afternoon, except in case of emergency. This shall also apply to continuous shift operations.

ARTICLE XV WAGES

A The rates of pay for each job classification of the employees covered by this Agreement and as modified by the terms below are set forth in the salary guides shown as Appendices which are attached hereto and made a part hereof.

1. Effective January 1, 2018, the current wage guide will not be adjusted.
2. Effective January 1, 2019, the 2018 wage guide will be adjusted by adding a \$650 one-time increase and immediately thereafter, the wage guide will be increased by two (2.0%) percent
3. Effective July 1, 2019, the wage guide in place as of June 30, 2019 will be increased by two (2.0%) percent.
4. Effective January 1, 2020, the wage guide in place as of December 31, 2019 will be increased by two (2.0%) percent.
5. Effective July 1, 2020, the wage guide in place as of June 30, 2020 will be increased by two and one-quarter (2.25%) percent.

B. Pay shall be bi-weekly on Thursday. If a holiday shall fall on a Thursday or Friday, the pay shall be issued on Wednesday of that week. Effective upon execution of this Agreement or soon thereafter as may be implemented by the Township, all pay will be direct deposited in the employee's specified bank account.

C. Furlough Days

1. Effective January 1, 2015, employees will have the option to request up to **five (5)** unpaid furlough days annually.
2. Employees seeking to take unpaid furlough days may, subject to the restrictions in Section C below, either,
 - a. Request the approval of their Department Head for a specific number of furlough days for the year (not exceeding 5) on or before January 1st of each year (may be extended for the first year of the contract) and thereafter the employee's pay will be adjusted and an equal deduction taken for each pay period. Exceptions may be made in rare cases of urgent need.
 1. The vacation leave selection process shall be completed prior to employees being able to select furlough days.
3. Request the approval of their Department Head for a specific furlough day(s) at least seventy-two (72) hours in advance of the requested furlough day and thereafter the employee's next paycheck will be reduced by the amount of furlough time taken.
 - a. Requests for any vacation leave made at least seventy-two (72) hours in advance of the requested leave day shall supersede any other employee request for a furlough day on the same day subject to Section (4) below.
4. All requests for use of furlough days will be submitted in writing to the Department Head. All reasonable accommodations will be made by the Department head to grant these requests. The Department Head will however, have the discretion to refuse the request if

granting the requested time off will render the operation understaffed or will negatively impact the employees professional development or the unit's daily operation during a critical time (e.g. the employee is in training on a new discipline or technology or working on a project with a deadline and must complete the project before taking time off). The approval of the Department Head shall not be unreasonably withheld.

5. Furlough days will not impact benefits, seniority, holiday pay, pension time, service time or other benefit time accrual.

D. An employee who is temporarily assigned work in a higher paid classification for more than twenty (20) consecutive work days shall be paid at the rate of pay applicable to the higher classification for such work performed.

E. Effective July 1, 2007, the grade classification for electrical, building, and plumbing inspectors shall be changed from Grade 9 to Grade 11.

F. All new hires shall start on the lowest step of the guide established for that title, unless the Administration with approval of the Association is able to establish unusual circumstances or special needs to place the new hire at a higher step. The Association agrees that such request shall not be unreasonably denied.

ARTICLE XVI
HOLIDAYS

A. The Employer has designated the following days as holidays:

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

1. Effective January 1, 2016, Lincoln's Birthday shall be removed and replaced with a "floater day" that employees will be able to use subject to the vacation leave procedures.

B. Employees who do not work on the observed holiday shall receive their regular pay for such work provided any absence occurring on the day before and the day after the holiday has been excused by the Employer.

C. An employee required to work on a holiday shall be paid time and one-half (1½) his or her regular pay for all hours worked on a holiday in addition to holiday pay.

D. Employees who work in seven (7) day operations shall have the option under Section C to receive payment for work on a holiday either in time off or in money pursuant to the terms set forth in this Article. However, employees must secure advance approval of the Department Head, or his designee, prior to taking any specific time off.

E. Holidays, which fall on Saturday, shall be celebrated on the preceding Friday. Holidays which fall on Sunday shall be celebrated on the following Monday.

F. Should the administrative offices of the Township of Toms River be closed for any emergency (e.g., snow) by the appropriate Township authority or Governor of the State of New Jersey, employees will not be required to report to work and will be paid for the day except,

1. If the employee is already on an approved leave of absence and the administrative offices of the Township of Toms River is closed for any emergency (e.g., snow) by the appropriate Township authority or Governor of the State of New Jersey, the employee will have their leave bank reimbursed.

2. If the administrative offices of the Township of Toms River are not closed by the appropriate Township authority or Governor of the State of New Jersey for a weather or other event, employees will not be compensated should they not be able to get to work, unless the employee uses their accrued leave time.

ARTICLE XVII
PERSONAL LEAVE DAYS

A. All permanent full-time employees employed by the Township as of January 1, 2015 will be entitled to three (3) days leave with pay for personal business. All permanent full-time employees hired by the Township after January 1, 2015, will not receive any additional days for personal leave, but will be permitted to use three (3) days annually from their earned sick leave. Any use by the employee of personal leave, regardless of the origin of the earned time, shall be subject to the other provisions in this Article.

1. Personal leave may only be taken in one-half (1/2) hour or more increments.
2. The granting of personal days off shall be for religious purposes and for personal business.
3. Where possible, requests for leave shall be asked for and obtained in advance of the requested day or dates from the employee's department head.
4. Dates requested and reason for leave shall be subject to the approval of the employee's department head, which approval shall not be unreasonably withheld.
5. Leave days must be used within the one (1) year period and shall not be cumulative from year to year except as it applies to employees hired after January 1, 2015. Sick leave not used for personal leave may be accumulated year to year.
6. Leave days requested at the beginning of, or end of, a vacation or weekend will not be granted except under extraordinary circumstances.
7. Personal leave days, including those permitted to be used by newly hired employees from their sick leave bank may not be accumulated from year to year. If an employee does not use their allotted personal leave within the calendar year, it will be lost.

B. An employee shall not be required to specify the personal business reason for the personal day request, except in emergency situations and in situations when two or more employees performing similar job functions within the Department apply for personal leave to be taken on the same day.

C. An employee shall earn days at the rate of one (1) day for each four (4) months of employment. Personal days shall be prorated in instances where an employee retires or is terminated.

D. An employee who does not expect to report for work on any working day because of personal business or for any of the reasons set forth in Section A must notify the appropriate office by telephone or personal messenger within one-half (1/2) hour prior to the beginning of his or her tour of duty, or within fifteen (15) minutes of the opening of the switchboard in the municipal complex or one (1) hour before the tour of duty for twenty-four (24) hour operation.

ARTICLE XVIII
SICK LEAVE

A. All permanent, full-time employees covered by this Agreement shall be granted sick leave with pay of one (1) working day for every month of service during the first year of employment and fifteen (15) working days in every calendar year thereafter. The amount of such leave not taken shall accumulate from year to year, and such employee shall be entitled to such accumulated sick leave if and when needed provided that, upon retirement or expiration of employment of such employee, any sick leave so accumulated shall not be cancelled and such employee shall be entitled to terminal leave with pay on account of such accumulation.

1. Employees hired after January 1, 2015, shall be permitted to use up to three (3) days of their earned sick leave annually for personal leave as set forth in Article 17.

2. Employees hired after January 1, 2015, will not be permitted to carry forward year to year any of the unused sick leave designated for personal leave.

B. Sick leave with pay is hereby defined to mean a necessary absence from duty due to illness, injury, 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 for a period of three (3) consecutive days shall submit acceptable medical evidence substantiating the illness if requested by the Employer. The Employer may require proof of illness of an employee on sick leave whenever such requirement appears reasonable. Abuse of sick leave shall be cause for disciplinary action.

D. An employee who does not expect to report for work on any working day because of personal illness or for any of the reasons set forth in Section C must notify the appropriate office by telephone or personal messenger within one-half (1/2) hour prior to the beginning hour of his or her tour of duty or within fifteen (15) minutes of the opening of the switchboard in the Municipal Complex or one (1) hour before the tour of duty for twenty-four (24) hour operation.

E. Any employee reporting to work and thereafter have a situation arise requiring them to use sick leave during the normal work day will be charged against their sick leave in one-half (1/2) hour increments.

F. The amount of earned sick leave not used shall accumulate from year to year, and such employee shall be entitled to such accumulated sick leave per the schedule below:

1. Employees hired prior to 1/1/98

Shall be paid at their current rate of pay for all accumulated sick leave at the time of their departure from employment with the Township.

2. Employees hired after 1/1/98 and prior to 5/21/10

Shall be paid at their current rate of pay for all accumulated sick leave up to a maximum of one hundred thirty (130) days at the time of their departure from employment with the Township.

3. Employees hired after 5/21/10 and prior to 1/1/15

As provided for under N.J.S.A. 40A:9-104 (L.2010, C.3§2), employees shall be paid at their current rate of pay for all accumulated sick leave up to a maximum of Fifteen Thousand Dollars (\$15,000) at the time of their departure from employment with the Township.

4. Employees hired after 1/1/15

Said employees are ineligible for payment of accumulated and unused sick leave at the time of their departure from employment with the Township.

5. Payments to Employees for Sick Leave

Any employee eligible for payment of accumulated sick leave at the time of their departure from employment with the Township shall be permitted to request payment in lump sum or in equal split amounts with one payment due within a reasonable time (1 month) from the date of retirement and the remainder to be paid on or before January 31st of the next calendar year.

- a. The Township will reasonably consider a retiring employee's request to defer any payments to on or before January 31st of the next calendar year. [e.g. employee retiring on December 1st].

G. Sick Leave Buy Back:

Notwithstanding the above, the Township agrees that employees will be permitted on an annual basis to submit accumulated sick leave for payment and that the Township will pay employees for this accumulated sick leave pursuant to the following schedule:

<u>Days Accrued</u>	<u>Days to Sell Back</u>	<u>Percent of Wage</u>
100-169	up to 25	80%
170+	up to 30	82.5%
200+	up to 35	82.5%

H. Donated Sick Leave:

Every permanent full-time employee shall be allowed to donate and/or redeem donated sick leave as defined and established in the Township's Employee Handbook in effect as of January 1, 2015.

ARTICLE XIX
INSURANCE

- A. Medical:
Effective January 1, 2018 or as soon thereafter as reasonably possible, all covered members shall be enrolled in the Horizon OMNIA 10 Health Care Plan.
- B. Dental:
For employees hired prior to January 1, 2015, dental insurance shall be offered through Horizon Blue Cross/Blue Shield.
1. For employees hired by the Township after January 1, 2015, dental insurance shall be offered through Horizon Dental Choice Plan only
- C. Prescription
For employees hired prior to January 1, 2015, prescription plan coverage shall be offered through Benecard and shall reflect a \$5 generic and \$30 brand name retail for over the counter sales for a 30-day supply and a mail-in co-pay of \$5 and \$30 effective January 1, 2015 for a 90-day supply.
1. For employees hired by the Township after January 1, 2015, prescription insurance shall be offered through Benecard RX Plan with the same co-payments as shown above.
- D. The Township reserves the right to change all stated insurance carriers as long as the new plan is substantially similar to the plans offered as of January 1, 2018.
- E. Contributions:
1. Medical premium co-pay amounts pursuant to NJ State law under N.J.S.A. 40A:10-21.1 and N.J.S.A. 52:14-17.28 et. seq. shall be in effect as of January 1, 2014 for all full time employees who receive health benefits and the payment "matrix" (Exhibit A) shall be included in the contract for reference.
- a. Notwithstanding the above, all covered members will pay contributions for the fiscal year 2018 based on the OMNIA 10 premium rate established as of December 31, 2017.
- b. Effective for the fiscal year 2019, all covered members will pay contributions based on the OMNIA 10 premium rate established as of December 31, 2018
- c. Effective for the fiscal year 2020, all covered members will pay contributions based on the OMNIA 10 premium rate established as of December 31, 2019.
- d. Employee contributions on this premium shall continue until the parties are able to negotiate a successor contract.
2. Employees who opt out of the health benefit program shall not contribute towards the health care program unless and until they re-enroll in the health benefit plan. All contributions shall be

subject to the Federal Section 125 Plan¹.

- F. Employees who are at least 55 years of age with at least 25 years of accredited² service shall be permitted to retire with health insurance subject to the other conditions set forth herein.
- H. The terms and conditions of the Traumatic Disability Retirement Ordinance-Section 104-14K of the Township Code are incorporated herein by reference.
- I. Retirement Benefits: Replace and revise as follows:
1. Effective January 1, 2018, all covered members who end their employment with the Township through retirement or disability shall receive the contractual coverages and benefits due to the active covered members of the Association, in accord with Township of Toms River v. Fraternal Order Of Police Lodge No. 156, Docket No. A-0827-14t3, (16 Mar 2016, App. Div.), except as modified by law.
 2. Should an employee who retires after the expiration of this Agreement incur a situation whereby the benefit plan(s) available to active employees under this Association do not provide them or their eligible dependents a substantially similar level of coverage as was in place at their retirement, such employees shall be permitted to petition the Township for the premium value of the Township's medical plan contribution.
 3. The Township will consider each petition on a case-by-case basis and said request shall not be unreasonably denied.
 4. Should a covered member pass away before their retirement from employment with the Township, any outstanding compensation due up to and including their date of death and any other benefit provided under this contract until such date of death shall be paid within a reasonable period of time to the employee's spouse or the employee's estate, whichever is legally appropriate

¹ The Section 125 Plan is administered by the Township or their designee. This provision enables employees to complete a form, available through the Administrator's Office or as determined, to permit the Township to take the health insurance contribution from the employee's gross pay (pre-tax) as opposed to taking it from their net pay (after-tax dollars)

² "Accredited" shall mean at least twenty (20) years of service with the Township of Toms River and at least five (5) years of service with another public employer in the State of New Jersey in which they were enrolled in the State's Public Employees Retirement System (PERS)

ARTICLE XX
PERFORMANCE, PROMOTIONS, VACANCIES, AND LAYOFFS

I. Evaluation Program

A. Criteria and Duties: It is acknowledged and agreed that the Township has the managerial prerogative to establish the criteria, standards, duties, and description of a position within the Township. It is further acknowledged and agreed that a position in this Township is not necessarily comparable to similarly titled positions in another municipality.

B. Performance Standards: Performance standards, goals, expectations, and/or requirements shall be established by the Township for all and each position. It is acknowledged and agreed that while certain positions may have the same or similar title or description, each position is unique as to criteria, standards, and/or duties based upon the Department in which the position lies.

C. Performance Evaluation: An annual performance evaluation program shall be administered fairly, reasonably, uniformly, and in good faith by supervisory personnel. The employee shall be provided with feedback to keep them advised of what is expected of their performance and of how well they meet those expectations. The Supervisor shall reasonably provide the employee continuing information as to their current performance and provide assistance in improving that performance.

1. Should an employee receive an unfavorable performance evaluation, the Township and/or Supervisor shall evaluate and provide feedback to said employee over the subsequent three (3) month evaluation period. If there is no improvement, the Supervisor shall advise Township Administration for further action.

D. Counseling and Reprimand: The Township and the Association acknowledge and agree that should an employee's performance be unfavorable for three (3) consecutive evaluation periods that the Township may cause a hearing to determine whether disciplinary action is required including, relocation, demotion, freezing of step movement, and termination, if the employee's performance is substantially sub-standard and the employee has not been able to demonstrate any improvement. The employee is entitled to ask for representation and have a hearing with the Business Administrator or Director of Human Resources presiding.

E. Employee Participation: Employees are encouraged to contribute, discuss, and communicate with their supervisor their thoughts regarding their performance evaluation and with advance notice, may request that an Association representative be present during their performance evaluation review. This more formal process should not be construed as a restriction to informal discussions with Supervision that may be initiated by the employee or supervisor throughout the annual evaluation period.

F. Notice of Job Requirement: The Township will provide each employee and the Association a copy of the criteria, duties, responsibilities, special skills and description of their title/position. Should the Township

determine that a revision is necessary, the Township agrees to provide the employee and Association such revisions at least fifteen (15) days prior to implementation. The Township also agrees to meet and negotiate with the Association terms to resolve any economic impact of this revision.

II. Promotions and Transfers

A. The Township acknowledges that promotional and/or transfer opportunities are positive factors in the workplace. The Township acknowledges that when new positions or vacancies arise notice will be posted on designated bulletin boards within a reasonable time to permit current full-time and part-time employees the opportunity to submit a request to be a candidate.

B. Should the Township determine that a promotional examination is required to fill a new or vacant position, the Township shall post such requirement not less than thirty (30) days before said examination date, including date, time and location of the examination. (The definition of a "promotional exam" shall not include a typing or similar skills test, which shall not require notice to the employees.) Additionally, the Township shall post at the same time or in conjunction with this posting, the criteria, duties, responsibilities and any special skills necessary for this new or vacant title.

1. The Township shall also post, if applicable, whether the examination is oral or written, a list of books or materials, which may be relevant to said examination and any other such information as may reasonably aid the Employee to prepare for competitive testing.

2. Where an Employee is working at the time of said examination to be given, said employee shall be permitted time off without loss of compensation for the examination.

3. Where the employee is scheduled to work immediately preceding the examination, then in such case the employee shall be excused at least one-half (1/2) hour prior so as to have a reasonable opportunity to rest and prepare for said examination.

C. The Township shall provide, if requested by a candidate and/or the Association, the final scores of any competitive examination.

III. Titles/Positions

A. Criteria, Duties, Special Skills

1. The Township and the Association acknowledge and agree that each title has certain general duties and responsibilities that correlate to a negotiated "grade" in the parties' contract.

2. The Township and the Association also acknowledge and agree that certain professional and personal proficiencies may be required by the Township for an employee in the same title but in a different Department.

3. The Township and the Association also acknowledge and agree that the Township has a managerial prerogative to establish the criteria, duties, responsibilities and any special skills necessary for the title within each Department.

4. The Township acknowledges and agrees to provide the Association with all established criteria, duties, responsibilities and any special skills necessary for the title within each Department as the situation arises. The Association may request the Township to provide said information for any title/position. The Township shall provide this information so long as it is not burdensome or voluminous. The Township may not arbitrarily or capriciously deny such a request.

5. The Township also acknowledges and agrees to provide the Association with all revisions or modifications to the established criteria, duties, responsibilities, and any special skills necessary for the title within each Department at least fifteen (15) days in advance of any revisions or modifications going into effect.

6. The Township also acknowledges and agrees to provide the Association with all criteria, duties, responsibilities and any special skills for a title, which is new or vacant that the Township seeks to fill. The Township shall provide this information to the Association before or at the time of posting.

B. Preference for Full-Time and Current Employees:

If all criteria and skills are equal for candidates pursuing a new or vacant position, the Employer agrees that full-time employees seeking promotion or transfer shall receive preference, followed by part-time employees and thereafter candidates not employed by the Township. If not all criteria and skills are equal for candidates for a new or vacant position, the employee's current employment status will only be a component of the decision to fill the position.

C. Seniority:

1. Seniority is defined as the total length of continuous service;

2. Any unpaid leave shall not count for service credit, but shall not be considered a break in service. Notwithstanding the above, an employee on military leave shall have all such leave paid or unpaid considered for service credit;

3. The Employer shall maintain an accurate, up-to-date seniority roster showing the date of hire, classification, and rate of pay of each employee covered by this Agreement and said roster shall be available to the Association upon request;

4. If, in the reasonable judgment of the Township, all criteria and skills are equal for candidates for a new or vacant position, the employee's seniority, as defined above, will be a controlling factor in the

decision to fill the position. If not all criteria and skills are equal for candidates for a new or vacant position, the employee's seniority will be only be a component of the decision to fill the position;

5. Notwithstanding the above, it is hereby agreed that the parties hereto recognize and accept the principle of seniority in all cases of work schedules, selection of leave time and layoffs;

6. Nothing herein shall preclude the Township from advertising to fill a vacant or newly created position if, the Township reasonably believes, none of the existing bargaining unit full-time, part-time, temporary or probationary employees possess the skills and/or qualifications which are enumerated in the job posting. The Township shall notify the Association accordingly prior to advertising;

D. Evaluation/Probation Period

1. As an employee's professional and personal proficiencies are both important to any position, upon hire, promotion, or transfers therefore there will be a three (3) month evaluation period before the position is considered permanent.

2. If during or at the end of the evaluation period it is determined by the Township that the employee's professional and personal proficiencies do not meet the needs of the position, then the Employer will in the case of a current employee, return the employee to their prior position or another position with the same title. If the said employee was newly hired to fill this position, the Employer shall have the option of terminating the employment of the probationary employee without cause despite any benefits to the contrary under the contract.

E. Notice of Hires:

The Township shall provide notice to the Association of all Township hires that could reasonably be considered as part of this bargaining unit. All new hires shall immediately become members of the Association, unless disputed by the Township. Should the Township dispute whether the title/position of a new hire is subject to be covered by the Association, the matter shall be negotiated with the Association or determined by the Public Employment Relations Commission after petition.

IV. Layoffs:

Should the Employer determine in good faith and in the public interest to achieve governmental economy or efficiency through layoffs and/or the abolition of one or more positions, the Employer shall lessen the possibility, extent, or impact of layoffs by:

a. Noticing the Association at least forty-five (45) days prior to "Notice of Layoff" and immediately engage in discussions to limit or eliminate the necessity for layoff by mutually agreeing to:

1. Separating non-permanent bargaining unit employees that are not subject to or covered under this Agreement;
2. Returning provisional bargaining unit employees (if any) to their permanent titles;

3. Laterally reassigning bargaining unit employees;
4. Assisting potentially affected bargaining unit employees in seeking transfers or other employment;
5. Negotiating contractual concessions and/or furlough days with the Association;

b. The Employer shall, to the extent possible, lessen the impact of any layoff action on permanent employees by first placing employees without permanent status, and then those with the least seniority as defined herein above, in positions being vacated, reclassified or abolished.

c. For lateral transfers, employees shall have substantially similar duties and responsibilities. Unless specifically established and mandated in the job description, an employee's education, special skills, or licenses may, with articulated cause exceed an employee's seniority as set forth herein.

d. A permanent employee shall be able to displace another employee holding a title determined to be lower than, but related to the affected title of the employee provided the lower title has substantially similar duties and responsibilities. Unless specifically established and mandated in the job description, an employee's education, special skills, or licenses may, with articulated cause exceed an employee's seniority and/or right to displace another employee.

e. A special reemployment or recall right for the duration of one (1) year from the loss of employment means that the Township recognizes the right of a permanent employee, based on his or her permanent title at the time of the layoff action, to be certified for reappointment or recall to the same, lateral and/or lower related titles upon the first available open position.

V. Human Resource Task Force:

Effective January 1, 2018, or as soon thereafter as reasonably possible, the Township and the Association shall convene a "task force" with participants from both parties for the purpose of reviewing, analyzing, augmenting, amending and establishing the "job title" and "job description" for each position named and/or filled within the Township. Thereafter, this "task force" shall present their finding and recommendations to the Township Business Administrator and the Association Executive Board. The Township and Association shall meet to discuss these findings and recommendations to reach a mutual agreement on suitable actions, if necessary.

ARTICLE XXI
WORKER'S COMPENSATION

- A. Whenever an employee is disabled through injury or illness as a result of, or arising from, their employment, they shall be provided benefits as provided pursuant to N.J.S.A. 34: 15-1, et. seq. (the Workmen's Compensation Act of New Jersey) and as set forth herein.
- B. An employee is required to report any work accident or condition claimed to have caused the injury or illness pursuant to the Township policy.
- C. The Township's Transitional Duty Policy shall apply to any employees on a worker's compensation leave of absence.
- D. Pursuant N.J.S.A 34:15-1, et seq. (the Workers' Compensation Act of New Jersey) payments made under this Act is both State and Federal tax-exempt.
1. As workers' compensation payments are subject to a statutorily imposed annual maximum, the Township agrees to permit the employee to exchange their accumulated leave time in an amount to increase the employee's net pay to the level they received prior to the on-job injury.
 2. The employee will continue to be covered under the health benefit plan established in this contract, but their contractual contribution towards health care during this period will be based on the amount they receive under the Worker's Compensation Act. However, if the employee is working in a "transitional" or "modified" capacity their health benefit contribution will be based upon their regular pay.
 3. The employee's pension obligation will continue to be paid as if they were making their full wage.

ARTICLE XXII

LONGEVITY

A. Each employee hired prior to January 1, 1998 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>Salary Grade Level</u>	<u>Amount</u>
Upon completion of Three (3) years of Service	Grades One (1) - Four (4)	\$260.00
	Grades Five (5) - Eight (8)	\$325.00
	Grades Nine (9) -Thirteen (13)	\$380.00
Upon completion of Five (5) years of Service	Grades One (1) - Four (4)	\$470.00
	Grades Five (5) - Eight (8)	\$600.00
	Grades Nine (9) -Thirteen (13)	\$710.00
Upon completion of Nine (9) years of Service	Grades One (1) - Four (4)	\$680.00
	Grades Five (5) - Eight (8)	\$875.00
	Grades Nine (9) -Thirteen (13)	\$1,040.00
Upon completion of Twelve (12) years of Service	Grades One (1) - Four (4)	\$890.00
	Grades Five (5) - Eight (8)	\$1,150.00
	Grades Nine (9) - Thirteen (13)	\$1,370.00
Upon completion of Fifteen (15) years of Service	Grades One (1) - Four (4)	\$1,100.00
	Grades Five (5) - Eight (8)	\$1,425.00
	Grades Nine (9) -Thirteen (13)	\$1,700.00

B. All employees whose normal work week consists of forty (40) hours of work shall receive an additional longevity payment according to the following schedule:

<u>Years of Service</u>	<u>Salary Grade Level</u>	<u>Amount</u>
Upon completion of Three (3) years of Service	Grades One (1) - Four (4)	\$ 80.00
	Grades Five (5) - Eight (8)	\$ 90.00
	Grades Nine (9) -Thirteen (13)	\$ 95.00
Upon completion of Five (5) years of Service	Grades One (1) - Four (4)	\$110.00
	Grades Five (5) - Eight (8)	\$130.00
	Grades Nine (9) -Thirteen (13)	\$140.00
Upon completion of Nine (9) years of Service	Grades One (1) - Four (4)	\$140.00
	Grades Five (5) -Eight (8)	\$170.00
	Grades Nine (9) -Thirteen (13)	\$185.00
Upon completion of Twelve (12) years of Service	Grades One (1) - Four (4)	\$170.00
	Grades Five (5) - Eight (8)	\$210.00
	Grades Nine (9) -Thirteen (13)	\$230.00

Upon completion of	Grades One (1) - Four (4)	\$200.00
Fifteen (15) years of	Grades Five (5) - Eight (8)	\$250.00
Service	Grades Nine (9) - Thirteen (13)	\$275.00

C. Each employee hired as of January 1, 1998 and thereafter shall be paid, in addition to his base pay, 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>Salary Grade Level</u>	<u>Amount</u>
Upon completion of	Grades One (1) - Four (4)	\$470.00
Seven (7) years of	Grades Five (5) - Eight (8)	\$600.00
Service	Grades Nine (9) - Eleven (11)	\$710.00
Upon completion of	Grades One (1) - Four (4)	\$680.00
Nine (9) years of	Grades Five (5) - Eight (8)	\$875.00
Service	Grades Nine (9) - Eleven (11)	\$1,040.00
Upon completion of	Grades One (1) - Four (4)	\$890.00
Twelve (12) years of	Grades Five (5) - Eight (8)	\$1,150.00
Service	Grades Nine (9) - Eleven (11)	\$1,370.00
Upon completion of	Grades One (1) - Four (4)	\$1,100.00
Fifteen (15) years of	Grades Five (5) - Eight (8)	\$1,425.00
Service	Grades Nine (9) - Eleven (11)	\$1,700.00

D. All employees whose normal work week consists of forty (40) hours of work shall receive an additional longevity payment according to the following schedule:

<u>Years of Service</u>	<u>Salary Grade Level</u>	<u>Amount</u>
Upon completion of	Grades One (1) - Four (4)	\$110.00
Seven (7) years of	Grades Five (5) - Eight (8)	\$130.00
Service	Grades Nine (9) - Eleven (11)	\$140.00
Upon completion of	Grades One (1) - Four (4)	\$140.00
Nine (9) years of	Grades Five (5) - Eight (8)	\$170.00
Service	Grades Nine (9) - Eleven (11)	\$185.00
Upon completion of	Grades One (1) - Four (4)	\$170.00
Twelve (12) years of	Grades Five (5) - Eight (8)	\$210.00
Service	Grades Nine (9) - Eleven (11)	\$230.00
Upon completion of	Grades One (1) - Four (4)	\$200.00
Fifteen (15) years of	Grades Five (5) - Eight (8)	\$250.00
Service	Grades Nine (9) - Eleven (11)	\$275.00

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

F. Overtime shall be based on base rate inclusive of longevity.

G. 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. They will continue to receive this dollar amount until they reach the next longevity increment, as provided in Paragraph A.

H. Effective January 1, 2015, employees hired by the Township will not be eligible for any longevity pay.

ARTICLE XXIII
VISITATION AND BULLETIN BOARD

A. Accredited representatives of the Association will be permitted to enter Township facilities or premises at reasonable hours for the purpose of visiting Association stewards and members in order to observe working conditions or assist in the adjustment of grievances. When the Association 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 Association for the posting of notices and bulletins pertaining only to Association matters. All such bulletins must be posted only upon the authority of officially designated Association representatives. However, any bulletins deemed controversial must have the approval of the Department Head.

C. Bulletin boards will be provided by the Employer at the following permanent work locations:

1. The three (3) cafeterias of the Police Department.
2. Employee lounges of the Town Hall.
3. Animal Shelter.
4. Recreation Department.
5. Winding River Ice Rink.
6. Senior Center.
7. Public Works Building.
8. Bey Lea Club House.
9. Youth Services Building.

ARTICLE XXIV
MILITARY LEAVE

Every permanent full-time employee shall be entitled to military leave pursuant to the terms established in the Township's Employee Handbook in effect as of January 1, 2015 and said terms shall reflect state law.

ARTICLE XXV
LEAVE OF ABSENCE

Every permanent full-time employee shall be entitled to family and medical leave pursuant to the terms established in the Township's Employee Handbook in effect as of January 1, 2015 and said terms shall reflect NJFMLA and the Federal FMLA.

ARTICLE XXVI
SAFETY AND HEALTH

- A. The Employer shall at all times maintain safe and healthful working conditions, and shall comply with Federal and State laws relating to safety and health.
- B. The Employer and the Association shall designate a safety committee to meet with Department Heads as the need arises to discuss and recommend rules and regulations relating to the safety of employees and the public.
- C. If the temperature in an office falls below sixty (60°) degrees or rises above eighty-five (85°) degrees, an employee may leave work without pay, provided there is sufficient staff available to continue the office functions. Work shall not be disturbed, nor interrupted because of an employee's use of this privilege.

ARTICLE XXVII
RULES AND REGULATIONS

A. The Employer may establish and enforce reasonable and just rules and regulations in connection with its operation of the various departments and maintenance of discipline. The Association shall be provided thirty (30) days' notice prior to the implementations of any new rules or regulations.

B. In the event that an employee or employees shall refuse to comply with a rule or regulation, or shall refuse to execute a proper order of a superior, the Employer shall have the right to discipline the offending employee or employees. Such disciplinary action by the Employer shall be grievable by the employee under the grievance procedure hereinafter set forth.

C. Disciplinary action taken against any employee shall be done in the privacy of an office so as not to interfere with the operations of the Department.

D. Any employee shall have the right to request Association representation at any meeting established by the employer that the employee is required to attend for purposes of discipline or to determine whether or not to take disciplinary action. The right to request Association representation at any meeting established by the Employer shall not be utilized as a device to delay or inhibit the Employer in invoking disciplinary action against the employee. The Association agrees that if such meeting cannot be held within seventy-two (72) hours of the time the Association receives notice of the infraction, the Employer has the right to meet with the employee without the Association representative being present.

ARTICLE XXVIII
NEW EMPLOYEES

A. As soon as practicable upon the hiring of an employee, the Employer shall notify the Association in writing of the employee's name, date of hire, job classification and department assignment.

B. As soon as practicable, upon the completion of an employee's probationary period, the Employer shall notify the Association of same.

ARTICLE XXIX
EMPLOYEES SERVING AS ASSOCIATION REPRESENTATIVES

A. Designation of the Association representatives (including Association officers).

1. The Association shall advise the Employer in writing of the names of its representatives and their respective titles. It is agreed that there shall be no more than two (2) such representatives in the bargaining unit at any one time attending State and National Association Institutes and Conventions during the term of this Agreement, at the Association's expense.

B. Excused absences for Association duties at Association request:

1. Upon the written request of the Association, the authorized representatives who have been selected by the Association to perform Association duties that take them from their work shall be excused from their work for a reasonable length of time, subject to the provisions of Article II, Section 3.

2. Such excused absence from work ordinarily shall be limited for all representatives in total to a cumulative period of ten (10) days in a calendar year, six (6) of which shall be with pay.

3. The Association agrees that they will notify the Employer at least five (5) working days in advance of any date requested pursuant to the terms of this Article.

ARTICLE XXX
PART-TIME EMPLOYEES

- A. Effective January 1, 2015, all part-time employees shall be entitled to the economic benefits as set forth below and the non-economic benefits set forth in this Agreement.
- B. Part-time employees shall be defined as employees who work an average of nineteen and one-half (19.5) hours per week.
- C. Leave Time for Part Time Employees:
Effective January 1, 2015, part-time employees shall be entitled twenty-eight (28) hours of leave time annually. These hours cannot be carried forward year to year.
- D. Pay Rate for Part-Time Employees:
Effective January 1, 2015, part-time employees shall be paid at sixty (60%) percent of the top hourly wage of their designated grade level to which the employee assigned based upon the duties and responsibilities. The wages are shown in Appendix A.
- E. Ratio of Part-time to Full-time Employees.
Effective January 1, 2015, the maximum ratio of part-time employees to full-time employees shall be twenty-five (25%) percent.

ARTICLE XXXI
TERMINATION AND EXTENSION OF AGREEMENT

- A. The term of this Agreement shall be from January 1, 2018 through December 31, 2020.
- B. The parties agree that the contract shall expire on December 31, 2020, but all terms except for those set forth below shall stay in full force and effect until the parties enter into a successor collective bargaining agreement. The parties agree that upon expiration of this contract, there shall be no economic movement in step or longevity until the parties have negotiated a successor contract. The suspended economic term(s) are subject to negotiation by the parties in the successor contract.
- C. Should the Township deem it necessary to consider furloughs, demotions, and/or layoffs, they agree to promptly notify the Association and conduct reasonable good faith negotiations with the Association to avert such action

COMPLETENESS OF AGREEMENT

This Agreement represents and incorporates the complete and final understanding by the parties on all negotiable issues that 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.

IN WITNESS WHEREOF, the parties have, by their duly authorized representatives set their hands, and seal this

TOWNSHIP OF TOMS RIVER

By: _____

Paul Shives,
Business Administrator

By: _____

Daniel Mahoney,
Asst Business Administrator

By: _____

Kenneth Fitzsimmons, *Anthony Martino*
Asst Township Attorney

Dated: 1/18/18

TOMS RIVER PROFESSIONALS ASSOCIATION

By: _____

Keturah Thatcher, President

By: _____

Angela R. Ilaria, Trustee

By: _____

Kelly Wells, Committee Person

By: _____

Lynn Bottone, Committee Person

By: _____

Tony Vasquez, Committee Person

Dated: 1/12/18

Appendix A
Hourly Rate Guide for 35 & 40 Hour Employees

Grade 3	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>
Step 6	\$23.97	\$24.65	\$25.14	\$25.65	\$26.16
Step 5	\$23.24	\$23.90	\$24.38	\$24.86	\$25.36
Step 4	\$22.51	\$23.16	\$23.62	\$24.10	\$24.58
Step 3	\$21.78	\$22.41	\$22.86	\$23.31	\$23.78
Step 2	\$21.04	\$21.66	\$22.09	\$22.54	\$22.99
Step 1	\$20.32	\$20.92	\$21.34	\$21.76	\$22.20
Min	\$19.57	\$20.16	\$20.56	\$20.98	\$21.39
Year 6			\$19.96	\$19.96	\$20.36
Year 5			\$19.57	\$19.57	\$19.96
Year 4			\$18.68	\$18.68	\$19.05
Year 3			\$17.78	\$17.78	\$18.14
Year 2			\$16.88	\$16.88	\$17.22
Year 1			\$15.98	\$15.98	\$16.30
Part-Time			\$15.09	\$15.39	\$15.70
Grade 5	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>
Step 6	\$27.54	\$28.29	\$28.85	\$29.43	\$30.02
Step 5	\$26.67	\$27.40	\$27.95	\$28.51	\$29.08
Step 4	\$25.81	\$26.52	\$27.05	\$27.59	\$28.14
Step 3	\$24.94	\$25.64	\$26.15	\$26.67	\$27.21
Step 2	\$24.07	\$24.75	\$25.24	\$25.75	\$26.26
Step 1	\$23.21	\$23.87	\$24.35	\$24.84	\$25.33
Min	\$22.34	\$22.98	\$23.44	\$23.91	\$24.39
Year 6			\$22.78	\$22.78	\$23.24
Year 5			\$22.34	\$22.34	\$22.79
Year 4			\$21.35	\$21.35	\$21.78
Year 3			\$20.37	\$20.37	\$20.78
Year 2			\$19.39	\$19.39	\$19.78
Year 1			\$18.41	\$18.41	\$18.78
Part-Time			\$17.31	\$17.66	\$18.01
Grade 7	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>
Step 6	\$31.44	\$32.26	\$32.91	\$33.57	\$34.24
Step 5	\$30.49	\$31.29	\$31.92	\$32.56	\$33.21
Step 4	\$29.51	\$30.30	\$30.91	\$31.52	\$32.16
Step 3	\$28.56	\$29.32	\$29.91	\$30.51	\$31.12
Step 2	\$27.60	\$28.35	\$28.91	\$29.49	\$30.08
Step 1	\$26.63	\$27.36	\$27.90	\$28.46	\$29.03
Min	\$25.67	\$26.38	\$26.90	\$27.44	\$27.99
Year 6			\$26.18	\$26.18	\$26.70
Year 5			\$25.67	\$25.67	\$26.18

Year 4			\$24.48	\$24.48	\$24.97
Year 3			\$23.30	\$23.30	\$23.77
Year 2			\$22.12	\$22.12	\$22.56
Year 1			\$20.94	\$20.94	\$21.36
Part-Time			\$19.75	\$20.14	\$20.54
Grade 9	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>
Step 6	\$35.48	\$36.39	\$37.11	\$37.86	\$38.61
Step 5	\$34.48	\$35.36	\$36.07	\$36.79	\$37.53
Step 4	\$33.47	\$34.34	\$35.03	\$35.73	\$36.44
Step 3	\$32.47	\$33.32	\$33.99	\$34.67	\$35.36
Step 2	\$31.48	\$32.30	\$32.95	\$33.61	\$34.28
Step 1	\$30.48	\$31.28	\$31.91	\$32.55	\$33.20
Min	\$29.47	\$30.25	\$30.86	\$31.47	\$32.10
Year 6			\$30.06	\$30.06	\$30.66
Year 5			\$29.47	\$29.47	\$30.06
Year 4			\$28.02	\$28.02	\$28.58
Year 3			\$26.57	\$26.57	\$27.10
Year 2			\$25.12	\$25.12	\$25.62
Year 1			\$23.67	\$23.67	\$24.14
Part-Time			\$22.27	\$22.71	\$23.17
Grade 11	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>
Step 6	\$41.24	\$42.26	\$43.10	\$43.96	\$44.84
Step 5	\$40.04	\$41.03	\$41.85	\$42.69	\$43.55
Step 4	\$38.85	\$39.82	\$40.62	\$41.43	\$42.26
Step 3	\$37.65	\$38.60	\$39.37	\$40.16	\$40.96
Step 2	\$36.46	\$37.38	\$38.13	\$38.89	\$39.67
Step 1	\$35.26	\$36.16	\$36.88	\$37.62	\$38.37
Min	\$34.07	\$34.95	\$35.65	\$36.36	\$37.09
Year 6			\$34.75	\$34.75	\$35.45
Year 5			\$34.09	\$34.09	\$34.77
Year 4			\$32.42	\$32.42	\$33.07
Year 3			\$30.75	\$30.75	\$31.37
Year 2			\$29.08	\$29.08	\$29.66
Year 1			\$27.41	\$27.41	\$27.96
Part-Time			\$25.86	\$26.38	\$26.91
Grade 13	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>
Step 6	\$48.04	\$49.19	\$50.18	\$51.18	\$52.21
Step 5	\$46.61	\$47.74	\$48.69	\$49.66	\$50.66
Step 4	\$45.19	\$46.28	\$47.21	\$48.15	\$49.12
Step 3	\$43.76	\$44.83	\$45.73	\$46.65	\$47.58
Step 2	\$42.33	\$43.37	\$44.24	\$45.13	\$46.03
Step 1	\$40.91	\$41.92	\$42.76	\$43.61	\$44.49
Min	\$39.48	\$40.46	\$41.27	\$42.10	\$42.94
Year 6			\$40.27	\$40.27	\$41.08
Year 5			\$39.47	\$39.47	\$40.26

Year 4	\$37.56	\$37.56	\$38.31
Year 3	\$35.65	\$35.65	\$36.36
Year 2	\$33.74	\$33.74	\$34.41
Year 1	\$31.83	\$31.83	\$32.47
Part-Time	\$30.11	\$30.71	\$31.32

**APPENDIX B
JOB CLASSIFICATION**

GRADE 1

Clerk

GRADE 2

Mail Clerk/Relief Switchboard Operator
CRT/Terminal Operator
Account Clerk III

GRADE 3

Assessing Clerk
Cashier Clerk
Clerk Typist
Clerk -- Steno
Program Aide
Police Attendant
Switchboard Operator

GRADE 4

Cashier Clerk
Purchasing (Maintenance) Clerk
Assessing Clerk (Sr.)
Clerk Typist (Sr.)
Tax Cashier
Clerk -- Steno (Sr.)
Case Staff Worker

GRADE 5

Bus Driver
Principal Assessing Clerk
Secretary
Tax Cashier
Tax Searcher
Van Driver
Booking Officer
Park Ranger
Tax Accounting Coordinator

GRADE 6

Animal Control Officer

Assistant Dog Warden---downgrade
Clerk Bookkeeper
Assistant Welfare Director
Secretary (Sr.)
Tax Assistant

GRADE 7

Administrative Clerk
Code Enforcement Officer
Deputy Court Administrator
Housing Inspector
Housing Maintenance Inspector
Registrar
Secretary/Board of Adjustment Aide
Secretary/Planning Board Aide
Computer Operator
Tax Map Drafts Person

GRADE 8

Computer Operator Programmer
Photographer
Radio Technician

GRADE 9

Special Computer Support Specialist
Field Representative
Engineer Inspector
Sanitarian
Sr. Radio Technician

GRADE 10

GRADE 11

Building Inspector
Electrical Inspector
Plumbing Inspector

GRADE 12

Special Computer Support Specialist

EXHIBIT A

The amount of premium sharing paid by employees for medical and prescription drug benefits coverage for the employee and any dependent shall be either 1.5% of their base salary or according to the contribution schedule below, whichever contribution amount is greater:

A. For Family Coverage Or Its Equivalent, the payment of the cost of coverage will be as follows for an employee who earns:

- i. less than \$25,000 shall pay 3 percent;
- ii. \$25,000 or more but less than \$30,000 shall pay 4 percent
- iii. \$30,000 or more but less than \$35,000 shall pay 5 percent;
- iv. \$35,000 or more but less than \$40,000 shall pay 6 percent;
- v. \$40,000 or more but less than \$45,000 shall pay 7 percent;
- vi. \$45,000 or more but less than \$50,000 shall pay 9 percent;
- vii. \$50,000 or more but less than \$55,000 shall pay 12 percent;
- viii. \$55,000 or more but less than \$60,000 shall pay 14 percent;
- ix. \$60,000 or more but less than \$65,000 shall pay 17;
- x. \$65,000 or more but less than \$70,000 shall pay 19 percent;
- xi. \$70,000 or more but less than \$75,000 shall pay 22 percent;
- xii. \$75,000 or more but less than \$80,000 shall pay 23 percent;
- xiii. \$80,000 or more but less than \$85,000 shall pay 24 percent;
- xiv. \$85,000 or more but less than \$90,000 shall pay 26 percent;
- xv. \$90,000 or more but less than \$95,000 shall pay 28;
- xvi. \$95,000 or more or but less than \$100,000 shall pay 29 percent;
- xvii. \$100,000 or more or but less than \$110,000 shall pay 32 percent;
- xviii. \$110,000 or more shall pay 35 percent

B. For Individual Coverage Or Its Equivalent, the payment of the cost of coverage will be as follows for an employee who earns:

- i. less than \$20,000 shall pay 4.5 percent;
- ii. \$20,000 or more but less than \$25,000 shall pay 5.5 percent;
- iii. \$25,000 or more but less than \$30,000 shall pay 7.5 percent;
- iv. \$30,000 or more but less than \$35,000 shall pay 10 percent;
- v. \$35,000 or more but less than \$40,000 shall pay 11;
- vi. \$40,000 or more but less than \$45,000 shall pay 12 percent;
- vii. \$45,000 or more but less than \$50,000 shall pay 14;
- viii. \$50,000 or more but less than \$55,000 shall pay 20 percent;
- ix. \$55,000 or more but less than \$60,000 shall pay 23;
- x. \$60,000 or more but less than \$65,000 shall pay 27 percent;
- xi. \$65,000 or more but less than \$70,000 shall pay 29 percent;
- xii. \$70,000 or more but less than \$75,000 shall pay 32 percent;
- xiii. \$75,000 or more but less than \$80,000 shall pay 33 percent;
- xiv. \$80,000 or more but less than \$95,000 shall pay 34 percent;
- xv. \$95,000 or more shall pay 35 percent;

C. For a member with child or spouse coverage or its equivalent, the payment of the cost of coverage will be as follows for an employee who earns:

- i. less than \$25,000 shall pay 3.5 percent;
- ii. \$25,000 or more but less than \$30,000 shall pay 4.5 percent;
- iii. \$30,000 or more but less than \$35,000 shall pay 6 percent;
- iv. \$35,000 or more but less than \$40,000 shall pay 7 percent;
- v. \$40,000 or more but less than \$45,000 shall pay 8 percent;
- vi. \$45,000 or more but less than \$50,000 shall pay 10 percent;
- vii. \$50,000 or more but less than \$55,000 shall pay 15 percent;
- viii. \$55,000 or more but less than \$60,000 shall pay 17 percent;
- ix. \$60,000 or more but less than \$65,000 shall pay 21 percent;
- x. \$65,000 or more but less than \$70,000 shall pay 23 percent;
- xi. \$70,000 or more but less than \$75,000 shall pay 26 percent;
- xii. \$75,000 or more but less than \$80,000 shall pay 27 percent;
- xiii. \$80,000 or more but less than \$85,000 shall pay 28 percent;
- xiv. \$85,000 or more but less than \$100,000 shall pay 30 percent;
- xv. \$100,000 or more shall pay 35 percent.

D. Contribution Phase-In

1. During the first year in which the contribution is effective, one-fourth (25%) of the amount of the applicable contribution reflected under Subsections a through c above;
2. During the second year in which the contribution is effective, one-half (50%) of the amount of the applicable contribution reflected under Subsections a through c above;
3. During the third year in which the contribution is effective, three-fourths (75%) of the amount of the applicable contribution reflected under Subsections a through c above;
4. Thereafter, the full amount (100%) of the applicable contribution reflected under Subsections a through c above.
 - a. All newly hired employees shall pay the full amount (100%) of the applicable contribution reflected under subsections a through c above.
 - b. Base salary shall be used to determine what an employee earns for the purposes of this Article and shall mean pensionable salary.