

AGREEMENT

BETWEEN

TOMS RIVER MUNICIPAL UTILITIES AUTHORITY

AND

TEAMSTERS LOCAL 97 OF NEW JERSEY

JANUARY 1, 2023 THROUGH DECEMBER 31, 2025

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PREAMBLE

THIS AGREEMENT made this 23rd Day of August 2022, by and between the TOMS RIVER MUNICIPAL UTILITIES AUTHORITY, in the Township of Toms River, County of Ocean and State of New Jersey, a public employer of the State of New Jersey (hereinafter referred to as the "Authority") and TEAMSTERS LOCAL 97 OF NEW JERSEY (I.B.T.W.), hereinafter referred to as the "Union"), represents the complete and final understanding of the parties in all bargainable issues.

ARTICLE I

RECOGNITION

The Authority recognizes the Union as the exclusive representative for the purpose of collective negotiations with respect to the terms and conditions of employment of all regular full-time blue / white collar rank and file workers employed by the Authority, but excluding all foreman, non-craft blue collar employees, white collar employees, supervisors, superintendents, managerial executives, confidential employees, security personnel and all other employees of the Authority.

ARTICLE II

PROBATIONARY PERIOD

- A. From the first day through the ninetieth (90) day of continuous employment, an employee shall be considered a probationary employee. This probationary period may be extended for any reason, upon reasonable notice to the employee and the Union for not more than an additional ninety (90) days. The Authority may terminate a probationary employee at any time during his probationary period for any reason, without challenge by either the employees or the Union, and without resort to any grievance procedures or any other hearing procedure.
- B. Probationary employees shall be paid seventy-five percent (75%) of the starting rate for their position. In addition to the foregoing, employees who were not employees of the TRMUA at the time of appointment shall not be entitled to any benefits such as sick days, vacation days, medical insurance, military leave or other insurance benefits during the probationary period.
- C. Any new employee in the bargaining unit who does not join within ninety (90) days of initial employment within the unit and any employee previously employed within the unit who does not join within ten (10) days of re-entry 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 purpose 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.

- D. All new blue-collar employees will have eighteen (18) months from the date of hire to obtain a CDL license as required. This period can be extended by the TRMUA if outside factors cause a delay to the licensing process. New employees must apply for CDL permit within three (3) months of hire.

ARTICLE III

NON-DISCRIMINATION

Neither the Authority nor the Union shall discriminate against any employee because of race, creed, religion, color, age, sex or national origin.

ARTICLE IV

MANAGEMENT RIGHTS

- A. The Authority hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to and after the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including but without limiting the generality of the foregoing the following rights.
1. The executive management and administrative control of the Authority and its properties and facilities, and the activities of its employees;
 2. To hire all employees and to determine their qualifications and conditions of continued employment or assignment, and to promote and transfer employees;
 3. To suspend, demote, discharge or take other disciplinary action as necessary;
 4. To establish a code of rules and regulations of the Authority for the operation of the Authority;
 5. To make all decisions relating to the performance of the Authority's operations and maintenance activities, including but not limited to the methods, means, processes, materials, procedures and employees to be utilized;
 6. To establish any new job classifications and job content and qualifications.
 7. To change, combine, or establish and schedule the working hours of

employees, and to give reasonable notice of same to the employees, by posting the schedule;

8. To change the job content and duties of any classification;
9. To take any actions considered necessary to establish and maintain efficiency and cost-effective operations and maintenance;
10. To determine the work performance levels and standards of performance of the employees;
11. To change, modify or promulgate reasonable rules and regulations;
12. To assign work as it determines will benefit the Authority and/or the public it serves;
13. To request an employee to temporarily work in a job having a different classification;
14. To utilize the services of a contractor when, in the judgment of the Authority, such services would be more efficient, and
15. To establish or change any term or condition of employment which is not specifically covered within this Agreement.

B. The exercise of the foregoing powers, rights, authority, duties or other responsibilities of the Authority's adoption of policies, rules, regulations and practices in furtherance thereof, and the establishment or change or condition of employment, and the use of judgment and discretion in connection therewith, shall be limited to the express terms of the Agreement, and then only to the extent such terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the Authority

in its exclusive right to administer and control the work of its personnel, nor to deny or restrict the Authority in any of its rights, responsibilities and authority under N.J.S.A. 40A:14A (Municipal or County Authority Law) or 148 (the Sewerage Authority Law) or any other national, state, or local laws or ordinances.

- D. The failure to exercise any of its foregoing rights, or any right deemed to be a management right by tradition, by agreement, by mutual acceptance, or by practice, shall not be deemed to be a waiver thereof, all management rights ever granted or exercised heretofore are specifically incorporated herein. Any act taken by the Authority not specifically prohibited by this Agreement shall be deemed a management right and shall be considered such as if fully set forth herein.
- E. The parties will draft a side letter or agreement regarding the Authority's policy in the event an employee has his driver's license suspended.
- F. All anniversaries, promotions, increases, etc., are reviewed/considered by Supervisors and Board of Commissioners but become effective January 1st for everyone. Board of Commissioners has final approval with regard to promotional anniversaries.

ARTICLE V

SEVERABILITY

If any section, subsection, paragraph, sentence, clause, or phrase of this Agreement should be declared invalid for any reason whatsoever, such decision shall not affect the remaining portions of this Agreement which shall remain in full force and effect; and to this end the provisions of this Agreement are hereby declared to be severable.

ARTICLE VI

GRIEVANCE PROCEDURE

A. DEFINITIONS

1. The term "grievance" as used herein, means any controversy arising over the interpretation, application or alleged violation of policies or administrative decisions affecting terms and conditions of employment or of the express terms of this Agreement, and may be raised by an individual employee, a group of employees, or the Union, at the request of any such individual or group (hereinafter referred to as the "grievant").

B. PURPOSE

1. The purpose of the grievance procedure is to secure an equitable solution to grievances as herein defined. The parties agree that grievances should be resolved at the lowest possible administrative level. Therefore, no grievance shall by-pass any step of the grievance procedure except as expressly provided herein and any failure to prosecute a grievance within the time periods provided shall constitute an absolute bar to relief and shall estop the grievant from prosecuting his grievance in any forum thereafter. The instant grievance procedure constitutes the sole and exclusive methods for raising and disposing of controversies within the definition of this term.

C. PROCEDURE

Step One - Immediate Supervisor (Foreman)

1. A grievant must file his/her grievance in writing with the Immediate Supervisor

within five (5) days of the occurrence of the matter complained of. A copy shall be provided to the Shop Steward.

2. The written grievance must identify the grievant by name(s) and be signed by him/her (them) and the Shop Steward. It must set forth a statement of the facts constituting the grievance, the approximate time and place of occurrence of the facts leading to the grievance, the name of all Authority representatives whose action or failure to act forms the basis of the grievance, the names of all witnesses the grievant intends to present, and the specific contract provision(s), if any, forming the basis of the grievance, and must set forth the remedy sought by the grievant. Any written grievance failing to comport with the foregoing requirements shall be null and void, need not be processed by the Authority and shall constitute an abandonment of the grievance. The matters and persons specified and identified in a written grievance shall not be expanded upon or added to subsequent to its filing and the grievant shall be precluded from raising or presenting additional facts, witnesses or contract provisions thereafter, except with the express written consent of the Authority.
3. Once a grievance with all the foregoing requirements is timely filed, the immediate supervisor shall investigate the grievance and render a written response, which shall be given to the grievant within ten (10) days from the receipt of grievance.

Step Two - Department Head

1. In the event the grievance is not resolved to the grievant's satisfaction at Step One, or in the event the Immediate Supervisor has not served a timely written response at Step One, then within five (5) days after the response date set forth in Step One, the grievant may present the written grievance and any written response(s) received at Step One to the Department Head. Upon receipt of the grievance by the Department Head, the procedures set forth in Step One shall be followed,

except that the parties shall meet within ten (10) days of the presentation of the grievance to the Department Head and the Department Head shall have five (5) days thereafter to respond.

Step Three - Executive Director

1. In the event the grievance is not resolved to the grievant's satisfaction at Step Two, or in the event the Department Head has not served a timely written response at Step Two, then within five (5) days after the response date set forth at Step Two, the grievant may present the written grievance and any written response(s) received at Step Two to the Executive Director. Upon receipt of the grievance by the Executive Director, the procedures set forth in Step Two shall be followed, except that the meeting date period shall be thirty (30) days and the response period shall be thirty (30) days thereafter.
2. Time limits may only be extended by mutual agreement of the parties in writing.

Step Four - Commissioners

1. In the event the grievance is not resolved to the grievant's satisfaction at Step Three, or in the event the Executive Director has not served a timely written

response at Step Three, then within five (5) days after the response date set forth at Step Three, the grievant may present the written grievance and any written response(s) received at Step Three to the Commissioners. Upon receipt of the grievance by the Commissioners, the procedure set forth in Step Two and Step Three shall be followed, except that the meeting date period shall be thirty (30) days and the response period shall be thirty (30) days thereafter.

2. Time limits may only be extended by mutual agreement of the parties in writing.

3. This Agreement provides for binding arbitration for discipline or discharge and contract interpretation only.

ARTICLE VII

NO-STRIKE PLEDGE

- A. The Union covenants and agrees that during the terms of this Agreement and during negotiations of a successor Agreement, neither the Union or any person acting in its behalf will cause, authorize or support, nor will any if its members take part in any strike (i.e., the concerted failure to report for duty or willful absence of any employee from his position, or stoppage of work, or abstinence in whole or in part from the full, faithful, and proper performance of the employees duties of employment), work stoppage, slowdown, walk-out or other job action against the Authority. The Union agrees that such action would constitute a material breach of this Agreement.
- B. The Union agrees that it will take all reasonable actions to prevent its members from participating in a strike, work stoppage, slow down or other activity

aforementioned.

- C. In the event of a strike, slow-down, walk-out or any other job action, it is covenanted and agreed that participation in such activity by any Union member shall be deemed grounds for disciplinary action, including termination of employment of such employee or employees, together with such other disciplinary action as it shall choose.
- D. Nothing contained in this Agreement shall be construed to limit restrict the Authority in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for an injunction or damages, or both in the event of such breach by the Union or any of its members.
- E. It is expressly understood that the Authority shall not be required to negotiate with the Union under any conditions so long as any of the employees are engaged in any form of job action.
- F. It is expressly understood that this clause shall survive the Agreement.

ARTICLE VIII

SENIORITY

- A. It is hereby agreed that the parties hereto recognize and accept the principle of seniority in all cases of layoffs, recalls, transfers and promotions. In all cases, however, ability to perform the work in a satisfactory manner and qualifications will be the most significant factor in designating the employee to be affected.
- B. The seniority of an employee is defined as the length of continuous uninterrupted service as an Authority employee dating back to his last date of hire.
- C. In the event of layoffs and rehiring, the last person hired shall be the first one to be laid off, and the last person laid off shall be the first to be recalled in

accordance with this seniority, provided, in the judgment of the Authority, the more senior employee is able to do the available work in a satisfactory manner, and provided that he has the proper qualifications. Management shall have no obligation to recall any employee who has been laid off for a period in excess of nine months.

- D. When promotion to a higher position or transfers to other positions are in order, the Authority shall first attempt to make promotions or transfers from its regular employees for non-management or non-supervisory positions. Considerations for such promotions or transfers shall be based first upon the ability to perform the work and qualifications, and then upon seniority, and if an employee so promoted or transferred is not deemed qualified after a ninety (90) day trial period, the Authority may remove him and re-transfer him to his former position if still available. The decision of the Executive Director or Dir. Of Operations as to whether an employee is most qualified is final and not subject to the grievance procedure. The grievance procedure including arbitration will be available in matters concerning promotions with the condition that arbitration will only be allowed if the Authority fails to follow its "Job Promotion Appraisal Criteria". If this procedure is followed the grievance procedure will stop at the Fourth Step - the TRMUA Commissioners.
- E. Once per year, the Authority shall prepare and forward to the Union a seniority list of all employees by classification and by length of service with the Authority. Seniority lists shall be updated when necessary and shall be posted on the bulletin boards showing the employees' names, classifications and seniority dates.
- F. Seniority shall terminate when the employee resigns; when the employee is discharged; when the employee is laid off for a period in excess of nine (9)

months; upon absence without leave in excess of two (2) consecutive working days without justifiable reason; and upon failure of an employee to accept recall within one (1) working weeks' notice of recall from the Authority.

- G. Notice of recall shall be sent to the employee by certified and regular mail to the employee's last address of record with the Authority. *Recall notice shall not require return to work earlier than one (1) week from the following Monday. *It shall be the employee's obligation to notify the Authority of any change in address during the term of his employment or during any period of time such employee has been laid off.

ARTICLE IX

POSTING JOB VACANCIES

- A. All new and vacant positions covered by this Agreement shall be posted on the bulletin board for a period of seven (7) days. Employees applying for such vacancies shall make a request in writing to the Department Head where the vacancy exists.
- B. Employees covered by this Agreement shall be given priority in applying for job openings covered under this Agreement, provided that such employees are, in the sole discretion of the Authority, qualified.
- C. If two (2) or more qualified employees apply for such position or promotion, seniority will be considered along with qualifications in determining which employee shall be selected to fill the position, before any new employee is hired. The Authority reserves the right, in its sole discretion, to select the most qualified candidate to fill the position.
- D. Applicants may apply for positions only during the posting period.
- E. If promoted, an employee shall serve in the new capacity for a probationary

period of ninety (90) days. During that probationary period, such employee shall retain his salary of his former positions and all benefits of that position. However, all other provisions applicable to a probationary employee under Article II shall be applied. In the event of termination, the employee shall return to his former position.

- F. If an employee is assigned to perform work in a job classification higher than his/her regular title, the employee will be entitled to \$2.00 per hour out of title pay after one full day work equaling eight hours.

ARTICLE X

UNION BUSINESS

- A. The Authority's sole responsibility in the administration of all Union matters shall be with the Shop Stewards. Wherever notice is required to the Union, and whenever official dealings with the Union are required, the Shop Stewards shall be the designed representatives of the Union for such matters which take place at the workplace.
- B. The Union may designate no more than two (2) Stewards. The Employer agrees to permit the Stewards to divide a total of six (6) days with pay to attend union conferences and seminars annually. Said Steward must attend the conference/seminar to be entitled to receive the pay for the day. Steward must request utilization of the leave at least forty-eight (48) hours before it is to commence, and the leave shall not impede the operation of the Authority.
- C. The Steward shall be given an opportunity to engage in the adjustment of the

grievances as provided for under the Grievance Procedure herein with Authority representatives.

- D. The Steward shall not leave his or her job without the permission of his or her supervisor and shall not contact another employee on Union business without prior permission of that employee's Supervisor or his own.
- E. Under no conditions shall the Shop Steward interfere with the performance of the work of others.
- F. The Steward has no authority to give orders regarding work to any person employed by the Authority, by virtue of his position as Steward.
- G. The Union shall notify the Authority in writing immediately following the selection of a Steward.
- H. The authority of the Shop Steward shall be limited to and shall not exceed the following lawful duties and activities:
 - 1. The investigation and presentation of grievances to the Authority or the Authority's designated representative, 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 offices, provided such messages and information:
 - a. have been reduced to writing; or
 - b. if not reduced to writing are of a routine nature and do not involve work stoppage, slowdowns, refusal to handle goods or any other interference with the Authority's business.

ARTICLE XI

WORK SITE VISITATION

An officer or duly accredited representative of the Union may be permitted to visit the work site only after prior authorization from the Executive Director or the Director of Operations. An escort may be provided at the discretion of the Executive Director or the Director of Operations. Such work site visitation shall not interfere with the conduct of the Authority's business or with the duties of any of its employees.

ARTICLE XII

FULLY BARGAINED PROVISIONS

- A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations.
- B. The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any matter or subject not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after of the exercise of that right and opportunity are set forth in this Agreement. The Authority and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive all bargaining rights, and each agrees that the other shall not be obligated to bargain or negotiate with respect to any subject or matter referred to or covered in this Agreement, or with respect to any matter or subject not specifically referred to or covered in this Agreement even though each subject or matters may not have been within the knowledge or contemplation

of either or both parties at the time they negotiated or signed this Agreement.

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

ARTICLE XIII

BULLETIN BOARD PRIVILEDGES

A. Space Availability

- 1. The Authority shall supply a bulletin board in each lunchroom for the use of the Union to post announcements.

B. Authorization

- 1. All notices are to be signed by the Union President, Secretary or duly authorized representatives, and there shall be no posting of any notices other than as described in Paragraph C below, except after such notice has been approved in writing by the Supervisor and the Union.

C. Material

The Union may use the bulletin board to post the following announcements:

- a. Notice of Union recreation or social affairs.
- b. Notice of Union elections and results of such elections.
- c. Notice of Union meetings.
- d. Notice of Union appointments.
- e. Union minutes of joint conferences or of general meetings

- f. The material posted by the Union shall be of a noncontroversial nature.
2. The Authority reserves the right to refuse to allow the posting of any notice not comporting with the foregoing.

ARTICLE XIV

LEAVE OF ABSENCE

- A. An official leave of absence may be granted by Resolution of the Authority.
- B. At the discretion of the Executive Director, and with the approval of the Authority, any employee may be granted a leave of absence without pay.
- C. An employee on leave of absence without pay, except military leave, does not accrue vacation leave, sick leave, or any other benefits. No payments will be made to the pension system or health plan during this leave of absence, however, unless the employee agrees to bear the costs. Written notice of the foregoing shall be given to the employee prior to taking such leave.
- D. A leave of absence shall not exceed three (3) months in length, after which it may be reconsidered and any requested extension shall be either granted or denied.
- E. Employees are required to notify the Authority of the anticipated date of return as soon as such date is known to the employee. Failure to return on such date without notice shall be considered a voluntary resignation.

F. The Authority shall have the sole discretion in matters of leaves of absence and each decision made shall be on its own merits. In no event shall the decision whether or not to grant a leave be precedential as to any other decision regarding a leave, nor shall denial be the subject of a grievance.

ARTICLE XV

HOLIDAYS

A. For each year of this Agreement, employees shall be entitled to the following fourteen (14) paid holidays:

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

B. Hours worked on a holiday shall be compensated at time and one half plus the day's pay.

C. Holidays shall be counted as time worked for overtime purposes.

D. Any employee who is absent without Authority approval or on sick time on the day before or after a holiday shall not receive holiday pay without the Executive Director's approval who may require acceptable evidence substantiating the absence in compliance with N.J.S.A. 34:11D-3.

ARTICLE XVI

JURY DUTY/GRAND JURY DUTY

- A. Employees called for jury duty/ grand jury duty shall be granted leave with straight pay less any compensation they may receive for attending required jury duty/ grand jury duty.
- B. If an employee is required to serve on jury duty/ grand jury duty, such employee shall be required to notify the Executive Director in advance and report for their regularly assigned work on the calendar day immediately following their final discharge from jury duty/ grand jury duty. If discharged from jury duty/ grand jury duty prior to the end of a workday, employees shall report for work for the duration of the workday.
- C. If there is a change in the originally established jury duty/ grand jury duty leave, the employee must notify the Executive Director to make the necessary arrangements to return to work, otherwise, the employee shall receive no pay from the Authority.
- D. Employees are expected to cooperate with the Authority and report to work where possible. The Executive Director must be notified in advance any day that they are not required to report for jury duty/ grand jury duty.
- E. Jury duty/grand jury duty on an unscheduled workday shall not be paid for by the Authority.

ARTICLE XVII

MILITARY LEAVE

- A. Military leave shall be provided in accordance with applicable law.

ARTICLE XVIII

INSURANCE BENEFITS

- A. All full-time members covered by this bargaining unit shall be permitted to enroll in health benefits two (2) months from their date of hire.
1. The Employer currently provides medical coverage to TRMUA employees through CJHIF/Aetna.
 2. Employees hired after January 1, 1996 who select Aetna 10 will be required to pay the full difference between the premium health care package and the average cost of the approved HMO or PRO Plans.
 3. The existing plans shall be maintained and the TRMUA shall also create additional plan options, which shall include a PRO "Buy-up", High Deductible, and a "Teamster Match" plan. All new employees hired on or after January 1, 2016, shall only be eligible for the "Teamster Match" plan, and if an employee hired on or after January 1, 2016 wants a higher plan, the employee can buy-up and pay the difference.
 4. The six (6) current employees hired prior to January 1, 1996 receiving the premium health care package (Blue Cross/ Blue Shield) are grandfathered.
- B. As of January 1, 2023, all employees covered by this Agreement shall receive dental insurance with a yearly maximum benefit of \$2,000.00 per individual covered by the plan subject to the restrictions and limitations set forth in the master plan.

- C. For each calendar year, the Authority shall provide an in-house program, at its expense, to provide for reimbursement to each employee, his spouse and unemancipated children (if any), a maximum of \$2,000.00 (with no carry-over of funds from year to year) per employee for bona-fide prescription drugs purchased under orders from a doctor. Smoking cessation, weight loss programs, hearing aids and eyeglasses/contacts may be included in this amount. Receipts acceptable to the Authority must be provided.
- D. Effective 1986, the Authority has enrolled employees in the State Disability Plan.
- E. Workers' Compensation is administered as set by the State Statute. The TRMUA has a liberal policy of allowing the use of sick, personal or vacation time to be used for the first five (7) workdays of absence for work-related injury. When the employee reaches the sixth (6th) workday of absence for work-related injury, Workers' Compensation goes back to the first day of absence. The employee has the option of "buying back" used sick, personal or vacation time for the first five days of Workers' Compensation or retain it.
- F. **HEALTH BENEFITS AT RETIREMENT** The TRMUA will provide health benefits to those qualified retirees of the TRMUA.
- Qualifications: Hired on or before December 31, 2013 - In order to qualify for health benefits at retirement, those employees hired on or before December 31, 2013,

must have at the time of retirement a minimum of twenty-five (25) years of pensionable service credit within the New Jersey State administered retirement pension system.

(a) Hired on or after January 1, 2014 - In order to qualify for health benefits at retirement, those hired on or after January 1, 2014, must have at the time of retirement:

- (1) a minimum of twenty-five (25) years of pensionable service credit within the New Jersey State administered retirement pension system; and
- (2) a minimum of five (5) consecutive years of service with the at the TRMUA immediately preceding retirement.

Type of coverage:

- (a) For those hired on or before December 31, 2013, the TRMUA will pay the cost of the premium for the retiree and eligible dependents, subject to the restrictions and contribution requirements set forth in and required by P.L. 2011, Chapter 78. *The TRMUA shall pay Medicare reimbursement for any retired employee hired on or before December 31, 2013.*
- (b) For those employees hired on or after January 1, 2014, the TRMUA will pay the premium cost for those qualified retired employee's individual & spouse premium only (Retiree/Spouse coverage), subject to the restrictions and contribution requirements set forth in and required by P.L. 2011, Chapter 78. The TRMUA is not responsible to make any Medicare reimbursement for any retired employee hired on or after January 1, 2014.

ARTICLE XIX

WAGES

- A. Salary Increases: The salaries for all members of the bargaining unit shall increase as follows:
- I. Effective January 1, 2023, employees covered by this Agreement shall receive a 3.5% increase to their hourly rate of pay salary.
 - II. Effective January 1, 2024, employees covered by this Agreement shall receive a 3.5% increase to their hourly rate of pay salary.
 - III. Effective January 1, 2025, employees covered by this Agreement shall receive a 3.5% increase to their hourly rate of pay salary.
- B. Effective January 1, 2023, Line Maintenance Worker (LMW) starting salary will be \$48,645.00. Upon approval of the Board of Commissioners and after one (1) year of service, the employee will be promoted to Line Maintenance Operator (LMO) and the commensurate salary will be \$56,685.78.
- C. Special Assignment Pay of 5% of base pro-rated shall be provided to members of the bargaining unit assigned to a planned shift change commencing at 8:00 p.m. or later. For that period of time, such shift change is in effect.

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 Toms River Municipal Utilities Authority in accordance with the following schedule:

Longevity - Years of Service:

Upon completion of 5 years of service	\$500.00
Upon completion of 9 years of service	\$770.00
Upon completion of 12 years of service	\$1,010.00
Upon completion of 15 years of service	\$1,250.00
Upon completion of 17 years of service	\$1,490.00
Upon completion of 19 years of service	\$1,730.00
Upon completion of 21 years of service	\$1,970.00

- B. Each employee shall qualify for the longevity increment in the date on the anniversary of his employment and such increment shall be paid from and after such date.
- C. In computing any overtime pay, which may become due any such employee, longevity payments shall not be included.

ARTICLE XXI

VACATIONS

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

Vacation Schedule:

One (1) year but less than five (5) years	2 weeks
Five (5) years but less than ten (10) years	3 weeks
Ten (10) years and over	4 weeks
Fifteen (15) years and over	5 weeks
Twenty (20) years and over	6 weeks

- B. Eligibility for vacation shall be computed as of the day of the month in which hired.
- C. Vacations will be scheduled, to the greatest extent possible, according to the needs of the Authority, by seniority.
- D. Procedural aspects of vacation scheduling shall be as determined by the Authority.
- E. All vacations for the year shall be scheduled by March 31st of that year.
- F. It is specifically understood between the parties that the period from Memorial Day to Labor Day is considered the "peak" season for the Authority's work. Vacations during this period are discouraged and may be limited to one (1) employee per department at a time. White - collar workers shall be able to use vacation within the months of December and January subject to the approval of their Supervisor and the needs of the Authority this includes the peak periods of April, July and October. During those months vacations may be limited to (2) employees from the department depending upon coverage.
- G. Should scheduling conflicts or other extenuating circumstances prevent an employee from taking all "earned" vacation in any current year, then management will

"carryover" the unused portion and add it to only the following year's vacation time. It is understood and agreed to by both parties that (the intention of) this shall be a rate and infrequent occurrence and not a standard practice.

- H. An employee who has resigned or was otherwise separated from employment for a justifiable reason, such as retirement, illness or mandatory military service, shall be entitled to the vacation allowance pro-rated on the basis for the number of months worked in a calendar year which the separation becomes effective. This paragraph shall not apply to discharge for cause.

ARTICLE XXII

SICK LEAVE

- A. All employees covered by this Agreement shall be granted fifteen (15) sick leave days with no less of regular straight time pay.
- B. A probationary employee under Article II shall not be entitled to sell such sick days back to the Authority notwithstanding anything contained herein to the contrary.
- C. 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. Sick leave taken will be charged first against the current year, then against prior years with the most recent being utilized first.
- D. Upon retirement or termination of employment, up to six (6) months of accumulated sick leave earned as of December 31, 2002 shall be purchased by the Authority at the rate of pay existing at the date accumulated. Accumulated sick leave earned after January 1, 2003 shall be purchased by the Authority at the employee's current rate of pay at retirement or termination. Sick leave may not be taken as terminal leave but must be taken as a lump sum payment. *Employees hired after 2012, Upon retirement or termination of employment, the unused sick leave shall be purchased by

the Authority at the employee's current rate of pay at retirement or termination not to exceed \$15,000.

- D. Sick leave may be utilized in compliance with N.J.S.A. 34:11D-3, which necessitates absence from work.
- E. An employee absent on sick leave for a period of three (3) consecutive days shall submit acceptable evidence substantiating the reason for the absence if requested by the Executive Director. The Executive Director 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.
- F. In the event an employee intends to be absent on account of illness on any day, such employee shall notify the Authority prior to their normal starting time utilizing the TRMUA Sick Email Account (sick@tomsrivermua.org) and specify "sick "with their last name in the subject line. Failure to report daily shall be deemed grounds for refusal to grant sick leave.
- G. If an employee has not used all of his allotted sick days for the current year, the Authority will buy back a maximum of ten (10) days at the end of that year at the current rate of pay.

ARTICLE XXIII
PERSONAL LEAVE DAYS

- A. Employees are entitled to three (3) days leave with pay for personal business annually. Where possible, requests for leave shall be asked for and obtained in advance of the requested date or dates from the employee's department head. Dates requested shall be subject to the approval of the employee's department head, which approval shall not be unreasonably withheld. Leave days must be used within the one (1) year period and shall not be cumulative from year to year, however, unused leave days will be converted to sick days at the end of the year. Leave days requested at the beginning of or end of a vacation or weekend will not be granted except under extraordinary circumstances.
- B. An employee shall not be required to specify the personal business reason for the personal day request, except in emergency 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. During the first year of employment, an employee shall earn days at the rate of one (1) day for each four (4) months of employment. Probationary employees under Article II are not entitled to personal days.
- 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 Authority by email utilizing the TRMUA Sick Email (sick@tomsrivermua.org) and specify "personal day" with their last name in the subject of the email, prior to their scheduled shift start.

ARTICLE XXIV

HOURS OF WORK AND OVERTIME

- A. The normal workday for white collar personnel shall be comprised of eight (8) hours, including a one (1) hour unpaid meal break and two (2) fifteen (15) minutes paid coffee breaks. Specific shifts and hours shall be scheduled by the Authority from time to time.
- B. The normal workday for blue collar personnel shall be eight and one-half (8½) hours, including a one-half(½) hour unpaid meal break, and two (2) fifteen (15) minute paid coffee breaks. Specific shifts and hours shall be as scheduled by the Authority from time to time, with reasonable notice of same being given by posting.
- C. Overtime at time and one-half (1½) the base rate shall be provided for authorized work in excess of forty (40) hours worked per week for blue collar personnel. Overtime at time and one-half (1½) the base rate shall be provided for authorized work in excess of forty (40.0) hours worked per week for white-collar (clerical) personnel. Hours worked per week shall include time off for sick and personal days as well as vacation days. Employees working more than twelve (12) hours in a shift shall be paid at the double time rate for work in excess of twelve (12) hours.
- D. Any time not recorded shall be considered as time not worked.
- E. All employees will work overtime, when requested, in addition to any scheduled weekend duty, unless excused by their immediate supervisor.
- F. There shall be no pyramiding of overtime or premium pay.
- G. The Authority reserves the right to schedule employees in accordance with its needs; this right specifically includes, but is not limited to, scheduling Saturdays and Sundays as normal work days for some staff. The Authority shall give

reasonable notice to Shop Stewards and Teamsters Local #97 should it be deemed necessary to schedule Saturdays and/or Sundays as permanent "normal" workdays.

- H. Wash-Up Time: The Authority will permit all line maintenance employees and field employees adequate time to wash-up before the normal quitting hour. Employees will not be permitted to mill around prior to or after wash-up.
- I. Meal Allowance: The Authority will continue the past practice of purchasing or reimbursing employees for a meal after a ten (10) hour work day. This practice shall continue to be implemented by the senior employee or supervisor on the job site. It is not the intention of this provision to provide an employee a meal during any normal workday, or to provide a meal if the employee responds to a normal short-term emergency call-out.
- J. Summer Hour Schedule: - The Authority may implement a summer schedule between Memorial Day and Labor Day for employees covered by this agreement (evaluated each year at the discretion of the authority).
- K. Effective January 1, 2020, backhoe and track hoe operators will receive two dollars (\$2.00) per hour additional for each hour in any shift during which such equipment is operated. No employee will receive more than ten (10) hours of such additional pay in any one shift.

ARTICLE XXV

MINIMUM CALL IN PAY- STAND BY PAY

- A. If any employee is not scheduled and is called into work, he shall be guaranteed a minimum of three (3) hours work or pay at time and one-half (1½ %). Such pay shall include traveling to and from the workplace.
- B. Call ins, requiring a degree of specialization or experience and expertise shall be kept within the department as required by the task to be accomplished. Overtime or call-in for general duties adequately accomplished by unskilled or semi-skilled labor will continue to be chosen from the rotating list.

WEEKEND STAND-BY

- C. Weekends shall be defined as 3:30 p.m. on the last working day of the week to 7:00 a.m. of the first working day of the following week.
- D. Stand by pay for the length of this Agreement will be compensated at:
 - \$100.00 for two-day weekend
 - \$120.00 for three-day weekend
 - \$145.00 for four-day weekend

ARTICLE XXVI

UNIFORMS

- A. In lieu of a uniform allowance for the first year of employment, each employee excepting clerical employees, shall be provided with the following complete uniform, which must be worn:
 - 1. Five (5) shirts
 - 2. Five (5) pants

3. Two (2) pairs steel-tipped work shoes
4. One (1) set raingear (top and bottom to be replaced every 5 years)
5. One (1) pair mud boots
6. Two (2) summer jackets with one (1) liner
7. One (1) winter jacket
8. One (1) hard hat
9. One (1) pair insulated coveralls
10. One (1) pair work gloves
11. One (1) hard hat liner

- B. Employees are required to have, maintain and wear all items included in the initial outfitting, including all protective safety apparel and equipment.
- C. Clothing purchased and issued by the Authority shall be worn in the employ of the Authority.
- D. The Authority reserves the right of inspection of worn-out garments by supervisory personnel prior to replacement.
- E. Uniforms - After the first year of employment, each employee shall have his worn-out uniform articles replaced as needed. The Authority reserves the right to inspect worn-out items. Employees shall be responsible for minor repairs (button, small tears, etc.) to substantially useable items. Loss or negligent care of issued items shall be replaced at the employees' expense.
- F. Upon an employee's retirement or leave of employment from the Authority, all Authority clothing/uniforms must be turned into the Authority.

- G. The TRMUA shall reimburse employees up to \$300 annually for boots. Employees may submit a receipt for reimbursement if they choose to purchase boots from another vendor, the employee must demonstrate a need and receive approval for reimbursement.
- H. Employees are expected to dress appropriately for their job. The employees work assignment and the visibility of the employee to outsiders will influence the employee's manner of dress. Employees are expected to use "good taste" in their manner of attire, including hair styles, piercings and tattoos. If an employee is unsure if they are dressed appropriately, they should check with their immediate supervisor. If -their supervisor deems attire inappropriate for work, an employee may be instructed to return home.

ARTICLE XXVII

BEREAVEMENT PAY

- A. Every permanent full-time employee shall be granted, up to a maximum of four (4) consecutive days leave, including the day of the funeral, without the loss of regular straight time pay, upon the death of a member of his immediate family within the State of New Jersey, and up to five (5) consecutive days leave, including the day of the funeral, without the loss of regular straight time pay, if outside the State of New Jersey, with the consent of their Supervisor, or his designee, as appropriate.
- B. Immediate family shall mean spouse, children, parents, brother and sisters, spouse's parents, brothers and sisters, and grandparents, aunt, uncle and cousin of employee or spouse.

ARTICLE XXVIII

EMERGENCY CLOSING POLICY

- A. During period of inclement weather and/or official state of emergency, the TRMUA business office will be closed when the offices of Toms River Township are officially closed. Office employees will be paid for the day.
- B. All maintenance and inspection employees will report for work as usual unless excused by their supervisor. These employees will receive a future comp. day, scheduling of which shall be subject to approval by their immediate supervisor.
- C. Employees calling in sick on the day of inclement weather and/or official state of emergency, will be charged a sick day. Employees having a pre-scheduled vacation or personal day or those in a continuing sick leave status, will have the day reclassified as an officially closed day.
- D. The Authority has no obligation to provide transportation to or from home to the workplace during any inclement weather and/or official state of emergency.

ARTICLE XXIX

FAMILY & MEDICAL LEAVE

Employees shall be entitled to Family and Medical Leave, consistent with all applicable State and Federal Laws.

ARTICLE XXXI

TERM AND RENEWAL

This Agreement shall be in full force and effect as of the date hereof and shall be in effect to and including December 31, 2025.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals at Toms River, New Jersey on this _____ day of September, 2022.

TEAMSTERS LOCAL 97 OF N.J.


TOMS RIVER MUNICIPAL UTILITIES AUTHORITY



Maria Perez, Secretary Treasurer



Charles Valvano, Chairman




Patrick Guaschino, V.P.



Bernard Rutkowski, Executive Director

James McHugh, Shop Steward



Kristina Caporaso, Shop Steward