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AGREEMENT

BETWEEN

TOWNSHIP OF TOMS RIVER, NEW JERSEY

AND

THE TOMS RIVER TOWNSHIP BOARD OF FIRE COMMISSIONERS

DISTRICT No.1 AND DISTRICT No. 2

AND

TOMS RIVER PROFESSIONALS ASSOCIATION

JULY 1, 2006 THROUGH JUNE 30, 2011

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## TABLE OF CONTENTS

PREAMBLE	1
WITNESSETH	1
ARTICLE I -UNION RECOGNITION	1
ARTICLE II -COLLECTIVE BARGAINING PROCEDURE	1
ARTICLE III- CHECK OFF	2
ARTICLE IV -MANAGEMENT	3
ARTICLE V -NON-DISCRIMINATION	4
ARTICLE VI -MAINTENANCE OF WORK OPERATIONS	4
ARTICLE VII -MOVEMENT OF PERSONNEL	5
ARTICLE VIII -VISITATION AND BULLETIN BOARD	5
ARTICLE IX -EMPLOYEES SERVING AS UNION REPRESENTATIVES	5
ARTICLE X -SENIORITY	6
ARTICLE XI -HOURS OF WORK	8
ARTICLE XII -OVERTIME	9
ARTICLE XIII - CALL IN PAY	10
ARTICLE XIV- WAGES	10
ARTICLE XV - LONGEVITY	12
ARTICLE XVI -VACATIONS	14
ARTICLE XVII -HOLIDAYS	16
ARTICLE XVIII - PERSONAL LEAVE DAYS	16
ARTICLE XIX- SICK LEAVE	17
ARTICLE XX -DEATH IN FAMILY	18
ARTICLE XXI -MILITARY LEAVE	18
ARTICLE XXII - LEAVE OF ABSENCE	19
ARTICLE XXIII - INJURY LEAVE	19
ARTICLE XXIV -WORKER'S COMPENSATION	19
ARTICLE XXV - HOSPITAL AND MEDICAL INSURANCE	20
ARTICLE XXVI -SAFETY AND HEALTH	21
ARTICLE XXVII -RULES AND REGULATIONS	21
ARTICLE XXVIII -GRIEVANCES	22
ARTICLE XXIX - NEW EMPLOYEES	24
ARTICLE XXX - PROMOTIONS AND TRANSFERS	24
ARTICLE XXXI - CLOTHING ALLOWANCE	25
ARTICLE XXXII -JOB DESCRIPTIONS AND JOB TITLES	26
ARTICLE XXXIII -SAVINGS CLAUSE	26
ARTICLE XXXIV - TERMINATION AND EXTENSION OF AGREEMENT	26
COMPLETENESS OF AGREEMENT	27
APPENDIX	

**PREAMBLE**

This Agreement made this day \_\_\_\_\_ of \_\_\_\_\_, 2009 by and between the TOWNSHIP OF TOMS RIVER, a Municipality in the County of Ocean, State of New Jersey, and THE TOMS RIVER TOWNSHIP BOARDS OF FIRE COMMISSIONERS, DISTRICT NO.1 and DISTRICT NO.2, hereinafter referred to as "Township" or "Employer(s)" respectively, and of the TOMS RIVER PROFESSIONALS ASSOCIATION, hereinafter referred to as the "Union," and represents the complete and final understanding by the parties on all bargainable 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(s) 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(s) recognized as being represented by the Union as follows:

**ARTICLE I**  
**UNION RECOGNITION**

A. The Employer recognizes the Union as the exclusive representative, as certified on May 13, 2003 by the New Jersey Public Employment Relations Commission for the purpose of collective negotiations with respect to the terms and conditions of employment of all full-time white collar employees employed by Toms River Township, and the Toms River Township Boards of Fire Commissioners, District No.1 and District No.2, Ocean County, New Jersey, as listed in Appendix "A" 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**  
**COLLECTIVE BARGAINING PROCEDURE**

A. Collective bargaining with respect to rate of pay, hours of work or other conditions of employment shall be conducted by the fully authorized bargaining agent of each of the parties.

B. Collective bargaining meetings shall be held at times and places mutually convenient at the request of either party.

C. Employees of the Employer not to exceed one (1) employee per Department plus the President who may be designated by the Union to participate in collective bargaining meetings called for the purpose of the negotiation of a collective bargaining agreement will be excused from their work assignments by the Employer, provided their absence would not seriously interfere with the operations of the Employer. Such absences from work assignments are to be considered as part of leaves granted pursuant to Article IX, paragraph B.

ARTICLE III  
CHECK OFF

- A. Pursuant to the election results as certified by the Public Employment Relations Commission on May 13, 2003, the Township agrees to deduct membership dues and submit those dues to the majority representative, Toms River Professionals Association.
- 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. Said membership dues shall be due to the TRPA retroactive to May 13, 2003, and continue on a monthly basis thereafter. Fee Payor dues shall commence on December 1, 2003, and continue on a monthly basis thereafter.
- D. The Township agrees to deduct from its employees wages dues for the majority representative. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967, N.J.S.A. (R.S.) 52: 14-15.9e 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.
- E. 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.
- F. 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.
- G. 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 provide 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 Union 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. This Agreement shall continue to be in full force and effect as of the first day of November 2003 and shall remain in full force and effect pursuant to the terms of the successor collective bargaining agreement.

#### ARTICLE IV MANAGEMENT

A. The Employer(s) 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 (i.e. The Township of Toms River, and the Toms River Township Boards of Fire Commissioners District No. 1 and District No. 2) 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 layoff 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 judgement 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 40 or 40A, or any other national, state, county or local laws or ordinance, as amended.

**ARTICLE V**  
**NON-DISCRIMINATION**

A. There shall be no discrimination, interference or coercion by the Employer or any of its agents, or the Union or any of its agents, against employees covered by this Agreement because of membership or non-membership or activity or inactivity in the Union.

B. Neither the Employer nor the Union shall discriminate against any employee because of race, creed, color, age, sex, marital status, religion, national origin or political affiliation.

**ARTICLE VI**  
**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 Union covenants and agrees that during the term of this Agreement neither the Union nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in, any strike, work stoppage, slowdown, walk-out or other job action against the Employer(s).

C. The Union 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 Union member shall entitle the Employer(s) 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(s) 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 Union or its members.

F. The Employer agrees that it shall not cause a lockout.

**ARTICLE VII**  
**MOVEMENT OF PERSONNEL**

Both parties recognize that the need of the Employer and its efficient operation may necessitate permanent reassignment of personnel or the addition to or decrease in the work force. The parties further agree that they shall discuss permanent reassignments of personnel which may be necessitated for the efficient operation of the work force ten (10) days or as soon as possible prior to making such permanent reassignments. Any reassignment exceeding six (6) months shall be deemed a permanent reassignment.

**ARTICLE VIII**  
**VISITATION AND BULLETIN BOARD**

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

B. The Township shall supply bulletin boards for the use of the Union for the posting of notices and bulletins pertaining only to Union matters. All such bulletins must be posted only upon the authority of officially designated Union representatives. However, any bulletins deemed controversial must have the approval of the Department Head.

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

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

**ARTICLE IX**  
**EMPLOYEES SERVING AS UNION REPRESENTATIVES**

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

A

1. The Union 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 Union Institutes and Conventions during the term of this Agreement, at the Union's expense.

B. Excused absences for Union duties at Union request:

1. Upon the written request of the Union, the authorized representatives who have been selected by the Union to perform Union duties which take them from their work, shall be excused from their work for a reasonable length of time.
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 Union 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 X  
SENIORITY

A. Seniority is defined as:

1. Total length of unbroken service from date of last hire;
2. An employee having broken service with the Employer (as distinguished from an unauthorized leave of absence) shall not accrue seniority credits for the time he was not employed by the Employer;
3. If a question arises concerning two (2) or more employees, who are hired on the same date, preference shall be given in alphabetical order of the employee's last name;
4. 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 the employer shall furnish copies of same to the Union upon reasonable request.

B. It is hereby agreed that the parties hereto recognize and accept the principle of seniority in all cases of transfer, assignment of schedules, selection of vacations and layoffs as set forth below. In all cases, however, ability to perform the work in a satisfactory manner will be a factor in designating the employee involved.

C. In cases of promotions, seniority shall be a factor in designating the employee involved, provided such employee has the ability to perform the work in a satisfactory manner.

D. An employee shall be deemed a probationary employee following his appointment to a permanent position. Such trial period shall normally be for a duration of ninety (90) days. However, the Employer, at the Employer's discretion, and upon notification to the employee and the Union with reasons, no later than fifteen (15) days prior to the termination date of the aforementioned ninety (90) day period, may extend the trial period for ninety (90) days beyond the normal trial period or for a total of one hundred and eighty (180) days. After the probationary period, employees shall be classified as permanent employees. An employee may be dismissed without recourse during the probationary period. ✓

E. 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: ✓



1. Noticing the Union at least fifteen (15) days prior to "Notice of Layoff" and immediately engage in discussions to limit or eliminate the necessity for layoff by mutually agreeing to:
  - a. Initiating a temporary hiring and/or promotion freeze; and/or
  - b. Separating non-permanent employees; and/or
  - c. Returning provisional employees to their permanent titles;
  - d. Laterally reassigning employees; and/or
  - e. Assisting potentially affected employees in securing transfers or other employment.
  - f. The Employer shall be permitted to implement up to a five (5) day furlough subject to repayment to each employee in the following fiscal year; and/or
  - g. Contractual concessions and/or furloughs not subject to repayment.
2. 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 shall exceed an employee's seniority as set forth herein.
3. 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 shall exceed an employee's seniority as set forth herein.
4. Following the employee's selection of job location preferences, lateral and demotional title rights shall be provided in the following order:
  - a. A vacant position that the Employer has previously indicated it is willing to fill;
  - b. A position held by a provisional employee who does not have permanent status in another title;
  - c. A position held by a provisional employee who has permanent status in another title. Where there are multiple provisionals at a job location, the specific position shall be based on the level of the permanent title held and seniority;
  - d. The position held by the permanent employee with the least seniority.
5. A special reemployment or recall right, for the duration of one (1) year from the loss of employment, means that the Employer 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.

ARTICLE XI  
HOURS OF WORK

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

B. 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 "A" and Appendix "B".

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 "A" and 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 Union, and the Employer will discuss such change with the Union prior to implementation.

H. Where more than one (1) work shift per day within a given classification is in effect as per Appendix "A" and Appendix "B", employees with such classification will be given preference of shift in accordance with their seniority. Such preference will be exercised no more than once per year by any employee and only during the month of January.

I. 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.

J. The work schedule for the Fire Dispatchers consists of a five (5) day work week containing three (3) shifts:

11:00 p.m.	to	7:00 a.m.
7:00 a.m.	to	3:00 p.m.
3:00 p.m.	to	11:00 p.m.

Each dispatcher shall work five (5) consecutive days.

K. The Union and the Township agree to establish a Joint Committee composed of two (2) representatives from each party. The responsibility of this Committee shall be to study the utilization of flextime scheduling in various departments covered by this Agreement. As a guideline, the Committee shall use the proposals submitted by the Township in negotiations. Where appropriate, as agreed by this Committee, flextime may be implemented in appropriate departments.

1. Effective January 1, 2008, this paragraph is to be eliminated.

L. The parties agree to create a salary guide for 40-hour per week employees.

1. Effective January 1, 2008, this paragraph is to be eliminated.

M. New employees hired to work at the Police Department shall have a thirty-five (35) hour work week effective upon execution of this agreement. This provision shall not apply to police dispatchers or jail guards.

1. Effective January 1, 2008, this paragraph is to be eliminated.

#### ARTICLE XII OVERTIME

A. All employees covered by this Agreement whose basic work week consists of thirty-five (35) 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 thirty-seven and one-half ( $37\frac{1}{2}$ ) hours in the standard work week. 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 Employer further agrees that overtime consisting of 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.

C. All employees covered by this Agreement whose basic work week consists of thirty-five (35) hours shall be paid overtime 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.

D. Employees shall not be paid overtime for any hours worked in excess of thirty-five (35) hours per week unless such overtime is authorized by a Supervisor.

E. 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. The Employer agrees that it will offer its available full-time employees the opportunity to perform available work on an overtime basis prior to offering such work to part-time employees.

I. All work performed on Saturdays and Sundays will be paid at one and one-half (1½) the hourly rate, except for those employees and operations listed in Appendix "A" and Appendix "B" as 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 (1½); 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.

#### ARTICLE XIV WAGES

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

B. Retroactive to July 1, 2006, all wages of unit employees shall be increased by 2.0% plus increments, if due.

C. Effective July 1, 2007, all wages of unit employees shall be increased by 3.90% plus increments, if due.

D. Effective July 1, 2008, all wages of unit employees shall be increased by 3.90% plus increments, if due.

E. Effective July 1, 2009, all wages of unit employees shall be increased by 3.90% plus increments, if due.

F. Effective July 1, 2010, all wages of unit employees shall be increased by 3.90% plus increments, if due.

G. All employees shall receive an increment on the anniversary date of their date of hire until reaching the highest step in their grade.

H. Paychecks shall be distributed bi-weekly on Thursday afternoon after 3:00 p.m. If a holiday shall fall on a Thursday or Friday, the paychecks shall be issued on Wednesday of that week.

I. For new employees hired on or after January 1, 1998, salary progression shall be calculated as follows:

Starting salaries shall be in the amount of 80% of the present starting salary.

In the second year of employment, salary shall be in the amount of 90% of that step on the salary guide where the employee would move to.

In the third year of employment, salary shall be in the amount of 100% of that step on the salary guide where the employee would move to.

The top grade classification for these new hires shall be grade 9.

1. Effective upon ratification of this Agreement by both parties, the above 80 – 90 – 100 percent salary progression will be abolished. All employees currently in the 80 – 90 – 100 percent salary program will be phased in over a maximum two-year period. The Township agrees to make every effort to shorten this time period.

J. 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.

K. Notwithstanding the provisions of paragraph I herein, building inspectors and plumbing inspectors who are hired to do commercial inspections shall start at 100% of the starting salary. Excluded from this provision are residential building inspectors, residential plumbing inspectors, and housing and property maintenance inspectors.

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

M. All new hires shall start on the lowest step of the guide established for that title, unless the Union agrees with the placement of the new hire on a higher step.

**ARTICLE XV**  
**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

<u>Years of Service</u>	<u>Salary Grade Level</u>	<u>Amount</u>
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 Fifteen (15) years of Service	Grades One (1) – Four (4)	\$200.00
	Grades Five (5) – Eight (8)	\$250.00
	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 Seven (7) years of Service	Grades One (1) – Four (4)	\$470.00
	Grades Five (5) – Eight (8)	\$600.00
	Grades Nine (9) - Eleven (11)	\$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) - Eleven (11)	\$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) - Eleven (11)	\$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) - 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 Seven (7) years of Service	Grades One (1) – Four (4)	\$110.00
	Grades Five (5) – Eight (8)	\$130.00
	Grades Nine (9) - Eleven (11)	\$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) - Eleven (11)	\$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) - Eleven (11)	\$230.00
Upon completion of Fifteen (15) years of Service	Grades One (1) – Four (4)	\$200.00
	Grades Five (5) – Eight (8)	\$250.00
	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.

ARTICLE XVI  
VACATION

A. Each permanent, full-time employee as of December 31, 1997 who has had the length of continuous employment specified in the table following shall be entitled to the working time shown, as a vacation with pay at his regular hourly rate of pay as of the week immediately prior to the start of such vacation:

One (1) year but less than Five (5) years	Ten (10) days
Five (5) years but less than Ten (10) years	Fifteen (15) days
Ten (10) years but less than Fifteen (15) years	Twenty (20) days
Fifteen (15) years but less Than twenty-five (25) years	Twenty-five (25) days
Twenty-five (25) years and over	Thirty (30) days

B. Each permanent, full-time employee hired effective as of January 1, 1998 and thereafter, who has had the length of continuous employment specified in the table following shall be entitled to the working time shown, as a vacation with pay at his regular hourly rate of pay as of the week immediately prior to the start of such vacation:

One (1) year but less than Ten (10) years	Ten (10) days
Ten (10) years but less than Fifteen (15) years	Fifteen (15) days
Fifteen (15) years and over	Twenty (20) days

Newly hired employees from January 1, 1998 to January 1, 2000 will be given 10 days. This provision is not retroactive to 1998 or 1999.



1. Effective January 1, 2008, Sections 'B' and 'H' shall be eliminated, and all Union employees will be subject to the vacation schedule as set forth in Section 'A'.

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

D. 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. Vacations will be scheduled so as not to interfere with the operations of the Department to which the employee is assigned and with due regard to seniority. Vacations shall be taken within the year of entitlement except that if the first anniversary date occurs in December, the vacation to which an employee is entitled may be taken in the following year.

E. 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.

F. If an employee leaves the employ of Employer(s) 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 pay check.

G. 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:

H. Effective January 1, 2004 each permanent, full-time employee hired effective as of January 1, 1998 and thereafter, who has had the length of continuous employment specified in the table following shall be entitled to the working time shown, as a vacation with pay at his or her regular hourly rate of pay as of the week immediately prior to the start of such vacation:

One (1) year but less than Five (5) years	Ten (10) days
Five (5) years but less than Ten (10) years	Fifteen (15) days
Ten (10) years and over	Twenty (20) days

1. Effective January 1, 2008, Sections 'B' and 'H' shall be eliminated, and all Union employees will be subject to the vacation schedule as set forth in Section 'A'.

**ARTICLE XVII**  
**HOLIDAYS**

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

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

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 Mayor or Township Council because of a snow emergency or because of a special holiday proclaimed by the President of the United States and the Governor of the State of New Jersey or the Mayor or Township Council close the Township Administrative offices, thereby giving time off to personnel employed there, the employees covered by this Agreement shall receive equal time off, that will not interfere with the efficient operations of the Departments so concerned.

**ARTICLE XVIII**  
**PERSONAL LEAVE DAYS**

A. Employees are entitled to three (3) days leave with pay for personal business. The granting of personal days off shall be for religious purposes and for personal business. 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. 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. Leave days must be used within the one (1) year period and shall not be cumulative from year to 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 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 XIX 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. However, such terminal leave shall not exceed six (6) months and such terminal leave payment shall be taken in a lump sum only.

B. Effective July 1, 2001, sick leave will be paid as terminal leave at the current rate of pay and it shall be based upon the employee's earned base pay including longevity payment and all other emoluments.

C. 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.

D. 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.

E. 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.

F. Employees on a seasonal basis are not eligible for sick leave benefits as outlined above.

G. Upon the death of any employee covered under this Agreement, such accumulated sick leave will be paid to his or her beneficiary.

H. An employee reporting for work who becomes ill during normal working hours shall be charged based on the actual time out of work.

I. Employees may make an unlimited donation to, and reception of, sick time to any Township employee, not limited to members of this Union, stricken with an illness or injury as defined in Section 15-3 of the Township's Personnel Policy.

J. Employees of the Township shall have an option of selling back accumulated sick days to the Township provided the employee has maintained a sick leave bank of one hundred thirty (130) days. The days eligible to be sold back to the Township shall be capped at ten (10) days per year. Payment for such days shall be at seventy-five percent (75%) of the rate of pay. Employee eligibility to participate in this program shall be calculated as of December 31, 2000 and each succeeding December 31 thereafter through the life of this contract. Additionally, to be eligible to participate in the sick leave buy-back program, an eligible employee must notify the Township of his or her intention to sell back sick days by March 31, 2001 and each succeeding March 31 of each year of this contract. Payment for sick days sold back to the Township will be made on July 31, 2001 and on July 31 thereafter for the life of this contract.

#### ARTICLE XX DEATH IN FAMILY

A. Every permanent full-time employee shall be granted three (3) days leave with pay upon the death and/or burial of a member of his immediate family, within the State of New Jersey, and up to a maximum of five (5) days if death and/or burial is outside of New Jersey, with the consent of the Department Head. Immediate family shall include spouse, children, parents, brothers and sisters and spouse's parents, brothers and sisters, grandchildren and grandparents of employee or spouse.

B. Effective January 1, 2004, said benefit is expanded to include co-habitants.

C. Effective July 1, 2007, said benefit is expanded to include employee's step-parents and spouse's step-parents.

#### ARTICLE XXI MILITARY LEAVE

All employees shall receive military leave in accordance with State and Federal Statutes.

**ARTICLE XXII**  
**LEAVE OF ABSENCE**

- A. A permanent employee may be granted a leave of absence without pay for a period not to exceed thirty (30) days. The Employer will not unreasonably deny an employee's request for such leave of absence. This leave is subject to renewal for reasons of personal illness, disability, or other non-job related reasons deemed proper and approved by the Employer.
- B. At the expiration of such leave, the employee shall be returned to the position from which he is on leave with all increases granted during his leave for his job classification.
- C. Seniority shall be retained and shall accumulate during medical leave. However, seniority shall be retained and not accumulate during any other leave.
- D. When an employee has a break in service (as distinguished from leave of absence), neither seniority nor any benefits shall be retained or accumulate.
- E. Employees granted a leave of absence will continue to be covered under the medical benefits program of the Township, provided the employee makes arrangements to pay the insurance premium to the Township or the insurance carrier during such leave of absence.
- F. Employees who have been granted a medical leave of absence in connection with a compensable job-related injury will continue to be covered under the medical benefits program of the Township and the Township will pay the insurance premiums during such medical leave of absence.

**ARTICLE XXIII**  
**INJURY LEAVE**

- A. Employees shall be granted injury leave with pay for job related injuries up to a maximum of nine (9) months.
- B. Injury leave may be extended for an additional three (3) month period in cases of proven medical need verified by the submission of acceptable medical evidence.

**ARTICLE XXIV**  
**WORKER'S COMPENSATION**

- A. When an employee is injured on duty, he is to receive worker's compensation due him plus the difference between the amount received as compensation to him and his salary for a period of six (6) months. If employee remains on worker's compensation for a period in excess of six (6) months, the employee will receive their pay at the New Jersey State Statutory rate for an additional period not to exceed six (6) months, in accordance with Article XXIII -Injury Leave.
- B. When an employee receives his worker's compensation check, which shall be made payable to both the employee and the Employer, he shall endorse the check and forward it to the Employer.

ARTICLE XXV  
HOSPITAL AND MEDICAL INSURANCE

A. The employer will provide, at no cost to the employee, except as provided in Paragraph B, health insurance coverage as described in general terms herein:

1. New Jersey Blue Cross

- a. Three hundred sixty-five (365) full benefit days of hospital care, all conditions per admission.
- b. In-patient radiation therapy
- c. Eligible dependent children below the age of twenty-five (25).

2. Major Medical, New Jersey Blue Cross

- a. Unlimited maximum per condition -no lifetime maximum.
- b. One hundred (\$100.00) dollars deductible, only two (2) deductibles for family.
- c. Carry over deductible.
- d. Eighty/twenty (80/20) co-insurance.
- e. Average semi-private room.
- f. Tuberculosis and mental in-hospital.
- g. Out of hospital mental at eighty/twenty (80/20) co-insurance.
- h. Blood rider and vision care rider.
- i. Eligible dependent children below the age of twenty-five (25).

3. New Jersey Blue Shield

- a. Prevailing fees for the area.
- b. Eligible dependent children below the age of twenty-five (25).

4. Rider J

- a. Three hundred sixty-five (365) physician visitations.
- b. Prevailing fees for the area.
- c. Eligible dependent children below the age of twenty-five (25).

5. Effective July 1, 2007, or as soon as reasonably possible, all employees shall select either a PPO Health Benefits Plan, or a POS Health Benefits Plan, and thereafter, the Traditional Health Benefits Plan shall be eliminated.

B. The employer agrees to provide the New Jersey Blue Cross Drug Plan, with the following co-pay:

1. Previous Contract: Ten Dollars (\$10.00) co-pay  
Five Dollars (\$5.00) generic co-pay
2. Effective July 1, 2007, or as soon as reasonably possible, the prescription co-pay shall be as follows:
  - a. Generic Drug co-pay: Five Dollars (\$5.00).
  - b. Name Brand Drug co-pay: Twenty Dollars (\$20.00), unless the doctor orders No Substitute on the prescription order, in which case the co-pay shall be Five Dollars (\$5.00).

c. Mail Order Drug co-pay: Zero- no change to mail order drug provisions.

C. The Employer agrees to provide the Direct Network, a subsidiary of Blue Cross/Blue Shield, with applicable current Riders. The maximum premium the Employer shall pay toward the Non-Deductible Dental Plan shall be \$1.50 per month over the cost of the Deductible Dental Plan (as stated in Section B) for the calendar year 1981, and \$1.00 per month per individual and \$2.00 per month per family over the premium cost of the Deductible Dental Plan for the calendar year 1982. Any premium costs above this amount shall be borne by the individual employee.

D. An employee with 25 years of service who retires with a full P.E.R.S. pension shall continue to receive all benefits described in Paragraph A of this Article, at no cost to the employee. Upon the death of the retired employee, the employee's spouse may continue coverage beyond the COBRA period provided the spouse pays for the same and the insurance provider permits coverage.

E. The Township reserves the right to change insurance carriers at its option and after notification to the Union, upon the condition that substantially similar benefits are provided.

F. Effective January 1, 1998, each employee shall pay to the Township a five (\$5.00) dollar co-pay per pay period. Said co-pay shall be deducted from the employee's paycheck.

G. The existing HMO plan will be converted to a POS plan.

H. Effective January 1, 2004 the dental plan will increase to a \$2,000.00 (URC) maximum yearly benefit per person covered by the plan. The Township agrees to pay \$300.00 toward the premium and employee to pay balance. Effective July 1, 2004 all premium increases shared 50/50 by both parties.

#### **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 Union 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 Union shall be consulted prior to the promulgation 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 Union representation at any meeting established by the employer which the employee is required to attend for purposes of discipline or to determine whether or not to take disciplinary action. The right to request Union 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 Union agrees that if such meeting cannot be held within seventy-two (72) hours of the time the Union receives notice of the infraction, the Employer has the right to meet with the employee without the Union representative being present.

#### ARTICLE XXVIII GRIEVANCES

A. Purpose:

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.

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

3. All "grievances" as defined in (B) (1) below, shall contain a proposed solution or remedy which the grievant seeks in order to resolve the grievance. The Employer shall react to the solution or remedy proposed in the grievances.

B. Definition:

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



C. Steps of the Grievance Procedure:

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

Step One:

1. An aggrieved employee shall discuss his grievances with the Union Steward and the Department Head within five (5) working days of the occurrence of the grievance, and an earnest effort shall be made to settle the differences between the aggrieved employee, the Union Steward and the Department Head. Failure to act within said five (5) working days shall be deemed to constitute an abandonment of the grievance on behalf of the individual.
2. The Department Head shall attempt to settle the grievance or render a decision within five (5) working days after the grievance has been raised.

Step Two:

1. In the event a satisfactory settlement has not been reached, the grievance shall be reduced to writing by the aggrieved employee and one (1) copy furnished to the Township Administrator and one (1) copy to the Department Head, within five (5) working days following the determination by the Department Head.
2. The Department Head, or his representative, and the Chief Steward shall meet and attempt to resolve the problem within five (5) working days from the time it was presented.

Step Three:

1. In the event the grievance has not been satisfactorily resolved at Step Two, then within five (5) working days following the determination of the Department Head, a meeting shall be held between the Grievance Committee of the Union and representatives of the Township with the objective of settling the grievance after the parties have failed to do so in Step Two.
2. Any employee shall have the right to process his own grievance provided that a representative of the Union is present and provided that any agreement reached with such employee is not violative of this Agreement.

Step Four:

1. If a grievance is not settled by Step Three, such grievance shall at the request of the Union or Township be referred to the State Board of Mediation for the selection of an Arbitrator according to its rules.
2. The Arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him involved in the grievance. The Arbitrator shall also be bound by applicable Federal and State Laws and cases, and he shall not

have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto.

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

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

#### Township Grievances:

1. Grievances initiated by the Township shall be filed directly with the Union within five (5) working days after the event giving rise to the grievance has occurred. Failure to act within said five (5) working days shall be deemed to constitute an abandonment of the grievance on the part of the Township. A meeting shall be held within five (5) working days after filing a grievance between representatives of the Township and the Union, in an earnest effort to adjust the differences between the parties. In the event no such adjustment has been satisfactorily made within ten (10) working days thereafter it shall be referred to the State Board of Arbitration in accordance with Step Four.

### ARTICLE XXIX NEW EMPLOYEES

A. As soon as practicable upon the hiring of an employee, the Employer shall notify the Union 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 Union of same.

### ARTICLE XXX PROMOTIONS AND TRANSFERS

A. Where there is a decision made to affect promotions, the Employer shall as a condition precedent to said promotions, provide the following information to the Association:

1. When vacancies are to be filled, the Employer shall post such vacancies on designated bulletin boards, and shall re-post said vacancies on the same bulletin boards not less than every thirty (30) calendar days.
2. When vacancies are to be filled, Employees shall be permitted to submit requests for consideration for such promotions.
3. Where an oral interview is to be conducted to determine the promotion, the Employer shall provide not less than thirty (30) calendar days notice to eligible employees. The Employer shall not be required to provide any additional information.

4. Where a promotional examination is to be conducted, the Employer shall announce not less than thirty (30) calendar days before said examination date, the details of said examination. Said details shall include the nature of the examination, whether it is oral or written, a list of books or materials which may be relevant to said examination, the date, time and place of said examination, the name of the person or agency which is conducting the examination, and any other such information as may reasonably aid the Employee to prepare for competitive testing.
  5. If books or materials are designated as relevant to the examination, then the Employer shall, free of charge, supply such books or materials to Employees seeking to take the examination.
  6. 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. Where the employee is scheduled to work immediately preceding the examination, then in such case the employee shall be excused at least one-half (½) hour prior so as to have a reasonable opportunity to rest and prepare for said examination.
  7. The scores of any competitive examination shall be posted and available to persons who have taken the examination. In such cases, the scores shall not be designated by the examinee's name or any other readily distinguishable identification (e.g., employee i.d. number, last four numbers of social security). The purpose of posting is solely to apprise the examinee, where an examination has been given, of his relative standing among those persons tested.
  8. The scoring criteria for promotional examinations shall be provided prior to any Examination.
  9. Following an examination, a person who has taken the examination may arrange for a conference with the Employer (Township Administrator or designee) to review the examination and be apprised of said employee's strengths and weaknesses.
- B. Employees transferred or promoted to a classification that is higher than their present classification will not receive a rate of pay in that classification lower than their current rate of pay.

#### ARTICLE XXXI CLOTHING ALLOWANCE

A. The Employer agrees to continue furnishing uniforms to those employees covered in the bargaining unit currently required to wear uniforms in their official duties for the Employer, and to provide the present cleaning allowance for same. Uniforms shall be distributed as follows:

Five (5) Short Sleeve Shirts

Two (2) Long Sleeve Shirts  
Two (2) Sweaters

Uniforms shall be replaced at the discretion of the Township. Uniforms shall be reviewed every six (6) months for replacement purposes.

B. The Township's present practice of providing foul weather gear for field employees shall be continued for the duration of this Agreement. Foul weather gear shall include windbreaker, rain coat, winter coat, weather proof work boots and ear protection.

ARTICLE XXXII  
JOB DESCRIPTIONS AND JOB TITLES

A. The Employer and the Association agree to maintain up-to-date job descriptions and job titles. These job descriptions and job titles shall be reviewed annually.

ARTICLE XXXIII  
SAVINGS CLAUSE

A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or other tribunal 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 XXXIV  
TERMINATION AND EXTENSION OF AGREEMENT

A. The term of this Agreement shall be from July 1, 2006 through June 30, 2011.

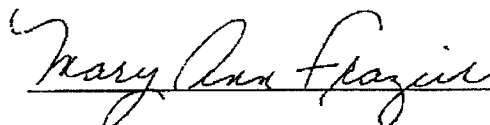
B. In the absence of written notice, no more than one hundred eighty (180) days nor less than one hundred fifty (150) days prior to the expiration date by either party, this Agreement shall automatically be renewed for a period of another year, and from year to year thereafter, until such time as the appropriate notice is given prior to the annual expiration date.

**COMPLETENESS OF AGREEMENT**

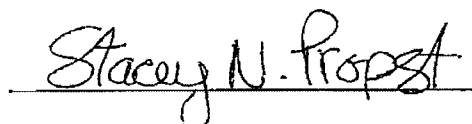
This Agreement represents and incorporates the complete and final understanding by the parties on all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or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

IN WITNESS WHEREOF, the parties have, by their duly authorized representatives set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_ 2009.

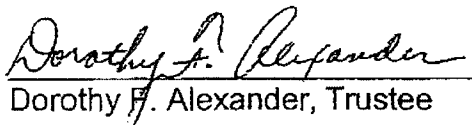
**TOMS RIVER  
PROFESSIONALS ASSOCIATION**

  
\_\_\_\_\_

Mary Ann Frazier, President

  
\_\_\_\_\_

Stacey N. Propst, Vice President

  
\_\_\_\_\_

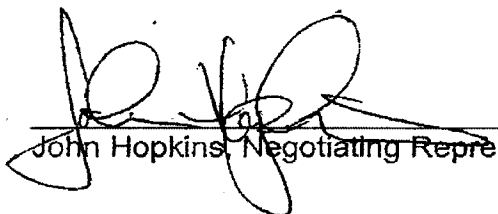
Dorothy F. Alexander, Trustee

  
\_\_\_\_\_

Erin Lange, Treasurer

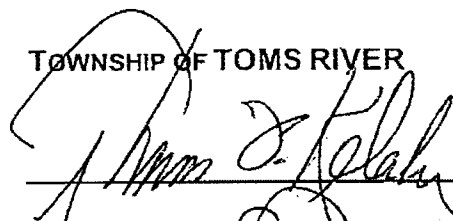
  
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Arlene Keenan, Negotiating Representative

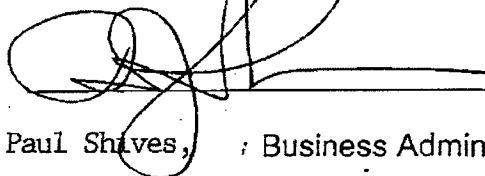
  
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John Hopkins, Negotiating Representative

**TOWNSHIP OF TOMS RIVER**

  
\_\_\_\_\_

Thomas F. Kelaher, Mayor

  
\_\_\_\_\_

Paul Shives, Business Administrator

Attest:

**BOARD OF FIRE COMMISSIONERS. NO. 1**

**BOARD OF FIRE COMMISSIONERS NO. 2**



**APPENDIX**  
**JOB CLASSIFICATION**

**GRADE 1**

Clerk  
Program Aide

**GRADE 2**

Clerk-Typist  
Mail Clerk/Relief Switchboard Operator  
Van Driver  
CRT/Terminal Operator  
Account Clerk II

**GRADE 3**

Assessing Clerk  
Cashier Clerk  
Clerk-Steno  
Police Attendant  
Sr. Clerk-Typist  
Switchboard Operator

**GRADE 4**

Purchasing Maintenance Control  
Sr. Assessing Clerk  
Tax Cashier  
Sr. Clerk-Steno  
Case Staff Worker

**GRADE 5**

Booking Officer  
Park Ranger  
Principal Assessing Clerk  
Tax Accounting Coordinator  
Tax Searcher  
Secretary

GRADE 6

Asst. Dog Warden  
Asst. Welfare Director  
Dispatcher  
Registrar  
Sr. Secretary  
Sr. Tax Assistant  
Clerk Bookkeeper

GRADE 7

Administrative Clerk  
Computer Operator  
Secretary/Planning Aide  
Dog Warden  
Tax Map Draftsperson  
Deputy Court Administrator  
Code Enforcement Officer/Housing Inspector

GRADE 8

Computer Operator Programmer  
Photographer  
Radio Technician

GRADE 9

Engineer Inspector  
Sanitarian  
Sr. Radio Technician  
Field Representative

- ◆ Employees hired prior to January 1, 1998, shall retain their prior pay grade system.
- ◆ Effective December 6, 2006, Housing and Property Maintenance Inspector moved from Grade 5 to Code Enforcement Officer/Housing Inspector Grade 7
- ◆ Effective July 1, 2007, Electrical, Building, and Plumbing Inspectors moved from Grade 9 to Grade 11.
- ◆ Effective January 1, 2008, Deputy Court Clerk moved from Grade 5 to Deputy Court Administrator Grade 7.





# TOWNSHIP OF TOMS RIVER

33 Washington Street, P.O. Box 728  
Toms River, NJ 08754  
732-341-1000

Thomas F. Kelaher, Mayor

DEPARTMENT OF HUMAN RESOURCES  
Daniel T. Mahony  
732-341-1000, ext. 8261  
dmahony@tomsvrivertownship.com

September 28, 2009

TO: The Toms River Township Board of Fire Commissioners  
District No. 1 and District No. 2

REF: Contract Agreement between Township of Toms River, New Jersey and  
The Toms river Township Board of Fire Commissioners  
District No. 1 and District No. 2 and  
Toms River Professionals Association  
July 1, 2006 through June 30, 2011

**To Whom It May Concern:**

Attached please find the "ORIGINAL" contract signed by the Toms River Professionals Association members, Mayor and Business Administrator for your review and signature.

For your convenience, I have arranged for my Administrative Assistant, Bonnie Blume to pick up the contract, once signed. Please contact her either at Town Hall, 732-341-1000, ext. 8262 or on her cell: 732-330-2512.

Should you have any questions, please do not hesitate to contact me.

Sincerely,

DANIEL T. MAHONY, Assistant Business Administrator  
Director of Human Resources  
TOMS RIVER TOWNSHIP

CC: Thomas F. Kelaher, Mayor  
Paul J. Shives, Business Administrator



# TOWNSHIP OF TOMS RIVER

33 Washington Street, P.O. Box 728  
Toms River, NJ 08754  
732-341-1000

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DEPARTMENT OF HUMAN RESOURCES  
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Should you have any questions, please do not hesitate to contact me.

Sincerely,

DANIEL T. MAHONY, Assistant Business Administrator  
Director of Human Resources  
TOMS RIVER TOWNSHIP

CC: Thomas F. Kelaher, Mayor  
Paul J. Shives, Business Administrator

RESOLUTION RATIFYING AND AFFIRMING A MEMORANDUM OF AGREEMENT WITH THE DOVER TOWNSHIP UNIFIED PROFESSIONALS ASSOCIATION, AND AUTHORIZING THE MAYOR AND BUSINESS ADMINISTRATOR TO EXECUTE A FORMAL AGREEMENT WITH THE TOMS RIVER PROFESSIONALS ASSOCIATION AND THE TOMS RIVER TOWNSHIP BOARD OF FIRE COMMISSIONERS DISTRICT NO. 1 AND DISTRICT NO. 2

SEPTEMBER 8, 2009

BE IT RESOLVED by the Township Council of the Township of Toms River, in the County of Ocean, and State of New Jersey, as follows:

1. It hereby ratifies and affirms the Memorandum of Agreement dated June 27, 2007, which was entered into between the Township of Toms River and the Dover Township Unified Professionals Association (White Collar Unit), and the Toms River Township Board of Fire Commissioners District No. 1 and District No. 2, which is on file in the Office of the Township Clerk, and which contains a settlement of labor issues for the period of July 1, 2006 through June 30, 2011; and

WHEREAS, the Township Council also wishes to authorize a formal contract of agreement;

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Toms River, in the County of Ocean, and State of New Jersey, as follows:

1. It hereby ratifies and affirms the Memorandum of Agreement between the Township of Toms River and the Dover Township Unified Professionals Association (White Collar Unit) and the Toms River Township Board of Fire Commissioners District No. 1 and District No. 2, dated June 27, 2007, for the period of July 1, 2006 through June 30, 2011, a copy of which will kept on file in the Office of the Township Clerk upon execution.

2. It hereby authorizes the Mayor and Business Administrator to execute a formal contract of agreement between the parties.

*J. Marie Anthony*  
Township Clerk, RMC

2  
C  
11

3. A certified copy of this resolution shall be provided by the Office of the

Township Clerk to each of the following:

- a) Attorney
- b) Chief Financial Officer
- c) Personnel
- d) Payroll
- e) Business Administrator
- f) Charles Schlager, Jr., Esq.  
Loccke, Correia, Schlager, Linsky & Bukosky  
24 Salem Street  
Hackensack, N.J. 07601

L9270908

Approved as to  
Legal Form

## MEMORANDUM OF AGREEMENT

### UNIFIED PROFESSIONALS ASSOCIATION

The parties, Township of Toms River and the Dover Township Unified Professionals Association, agree to the following terms for a successor contract to the Agreement ending June 30, 2006. These terms, while agreed to by the respective negotiation committees, must be ratified by both governing bodies. The terms are as follows:

1. Duration: July 1, 2006 through June 30, 2011
2. Wages Increases:

Retroactive to 7/1/06:	2.0%
Effective July 1, 2007:	3.9%
Effective July 1, 2008:	3.9%
Effective July 1, 2009:	3.9%
Effective July 1, 2010:	3.9%
3. Health Benefits:

All employees, effective 7/1/07 or as soon as reasonably possible, shall select either the PPO or POS Plans and thereafter the Traditional Health Plan will be eliminated
4. Prescription:

Effective 7/1/07 or as soon as reasonably possible, all employees shall pay the following deductibles: \$5 – Generic \$20 – Brand Name, unless specifically directed by physician  
Mail Order – (3 month supply) \$0
5. Health Benefits:

No change to Retiree Health Benefit
6. Retraction of the 80-90-100 Salary Program. All people currently in the 80-90-100 Salary Program will be phased in over a maximum of a two (2) year period beginning upon ratification of this Agreement by the parties. The Township will make every effort to shorten this time period
7. Effective 7/1/2007 Electrical, Building and Plumbing Inspectors will move from Grade 9 to Grade 11
8. Effective January 1, 2008 Article XVI (Vacations) Section (B) (I) shall be eliminated and all employees will be subject to Section A
9. Effective 7/1/2007, Article XX (Bereavement) Section (A) will reflect "Death and/or Burial" rather than "Death" and "Burial". Additionally "Immediate Family" shall reflect "Step Parents, Spouse's Parents and Spouse's Step Parents"
10. Sick Leave Donation:

Revise to reflect that "employees may make unlimited donation and reception of sick time to any Township employee, not limited to members of this Association, stricken with an illness or injury as defined in Section 153 of the Township's Personnel Policy
11. Parties agree to revise the "Union Recognition" article to reflect removal of "Board of Health" employees

12. Effective January 1, 2008 or as soon as reasonably possible, the parties agree to eliminate Sections (K), (L) and (M) under Article XI (Work Schedule)
13. The parties agree to delete Article XII (Overtime) Section (I)
14. The parties agree to revise Article XXIII (Worker's Compensation) to reflect that employees will receive 100% of their wages for 6 months and at the State Statutory Rate for the following 6 months
15. The parties agree to revise Article XXVII (B) to reflect changing "suspend or discharge" to "discipline"
16. The parties agree to revise Article XVII (Holidays) to place "Martin Luther King's Birthday" in the holiday schedule
17. The parties agree to delete Article XXXIII
18. The parties agree to revise Article XXXII, Section B, to reflect "Division of Human Resources" from "Personnel Department"
19. The parties agree to revise Article VI to reflect a "No Strike Provision"
20. The parties agree to revise Article IX, Section A (1) to add "at the Association's expense" at the end of the last sentence
21. The parties agree to place language which is mutually agreed upon to set forth "Bumping Rights" for employees
22. The parties agree to establish by Side-Bar Agreement the terms to address "Job Descriptions" and "Promotional Guidelines"
23. The parties agree to mutually via Scope of Negotiations to resolve the issue of whether the employer has the authority to hire and place a person anywhere within the established salary range of the job title to which the person is hired.

Township of Toms River

Dover Twp. Unified Professional Assn.

/s/ \_\_\_\_\_

/s/ \_\_\_\_\_

Robert H. Chankalian, Jr.

Dorothy F. Alexander  
Patricia E. Kerr  
Arlene Keenan  
Erin L. Lange

Date: 6/27/2007

# Memorandum of Agreement

The parties, Township of Toms River and the Diner Township Unified Professionals Association agree to the following terms for a Successor Contract to the Agreement ending June 30, 2006. These terms, which are agreed to by the respective negotiation committees, must be ratified by both Governing Bodies. The terms are as follows:

1. Duration: July 1, 2006 through June 30, 2011
2. Wages Increases:

Retroactive to 7/1/06 :	2.0%
Effective July 1, 2007 :	3.9%
" July 1, 2008 :	3.9%
" July 1, 2009 :	3.9%
" July 1, 2010 :	3.9%
3. Health Benefits: ~~ES?~~

All employees, effective 7/1/09 or as soon as reasonably possible, shall select either the PPO and FOS plans and thereafter the Traditional Health Plan will be eliminated
4. Prescription ~~ES?~~

Effective 7/1/09 or as soon as reasonably possible, all employees shall pay the following deductibles: \$5 - Generic \$20 Brand-Name.

Mail order - (3-month supply) <sup>08</sup>

5. Health Benefits.

No Change to Retiree Health Benefit.

6. Retraction of the 80-90-100 Salary Program.  
All people currently in the 80-90-100 Salary Program will be phased in over a maximum of a two (2) year period beginning upon ratification of this Agreement by the parties. The Township will make every effort to shorten this time period.

7. Effective 7/1/2007 Electrical, Building and Plumbing Inspectors will move from Grade 9 to Grade 11.

8. Effective January 1, 2008 Article XVI (Vacations) Section (B)(I) shall be eliminated and all employees will be subject to Section A.

9. Effective <sup>5/7/2007</sup> January 1, 2008 Article IX (Bereavement) Section (a) will reflect "Death and/or Burial" rather than "Death" and "Burial". Additionally "Immediate Family" shall reflect "Step Parents, Souse's Parents and Souse's Step-Parents" - 1-



10. Sick Leave Donation

Revise to reflect that "employees may make unlimited donation and reception of sick time to any Township employee, not limited to members of this Association, stricken with an illness or injury as defined in Section 153 of the Township's Personnel Policy

11. Parties agree to revise the "Union Recognition" article to reflect removal of "Board of Health" employees.

12. Effective January 1, 2008 or as soon as possible, the parties agree to eliminate Sections (K), (L) and (M) under Article VI (work schedule)

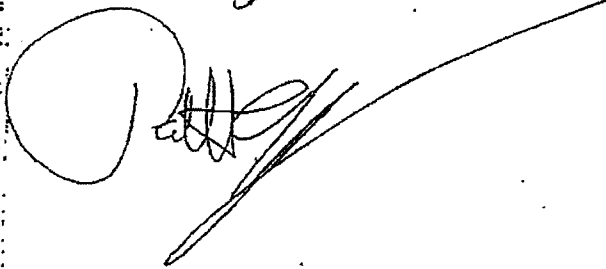
13. The parties agree to delete Article XII (Overtime) Section (i).

14. The parties agree to revise Article XXIII (Workers Compensation) to reflect that employees will receive 100% of their wages for 6 months and at the State Rate for the following 6 months.  
Statutory

15. The parties agree to revise Article ~~xxvii~~ (B) to reflect changing "suspend on discharge" to "discipline".
16. The parties agree to revise Article ~~xvii~~ (Holidays) to place "Martin Luther King's Birthday" in the holiday schedule.
17. The parties agree to delete Article ~~xxxiv~~ ~~xxxxiv~~.
18. The parties agree to revise Article ~~xxxii~~, Section B to reflect "Division of Human Resources" from "Personnel Department".
19. The parties agree to revise Article VI to reflect a "NO Strike provision".
20. The parties agree to revise Article IX, Section A to add "at the Association's expense" at the end of the last sentence.
21. The parties agree to place language which is mutually agreed upon, to set forth "Bumping Rights" for employees.
22. The parties agree to establish by Side-Bar Agreement the terms to address "Job Discussions" and "Operational Guidelines".

23. The parties agree to mutually via  
Scope of negotiations to resolve the  
issue of whether the Employer has the  
authority to hire and place a person  
anywhere within the established  
Salary Range of the Job title to  
which the person is hired.

Township of Toms River



Drventap United Professionals

Dorothy A. Alvarado  
Patricia E. Kerr  
Alesha Keenan  
Doreen Long

Date: 6/27/2007

etc

Based on item #6 of M.O.A., the Township will be implementing the following:

- As of 7/1/07 all White Collar employees currently at 80% will go to 90%.
- On their anniversary during FY08, the employee will stay at 90% and go up a step.
- As of 7/1/08, those employees at 90% will go to 100% and stay at the same step they went to on their anniversary in FY08.
- On anniversary of FY09, the employee will be at the correct step/percent that they would have been at.
- As of 7/1/07, those employees currently at 90% will go to 100% - same step - on anniversary during FY08 the employee will go up a step.

C-102B Rev 8/02

New Jersey Division of Revenue

Certificate of Amendment to the Certificate of Incorporation  
(For Use by Domestic Non-profit Corporations)

Pursuant to the provisions of Title 15A:9-4 New Jersey Non-profit Corporation Act, the undersigned corporation executes the following Certificate of Amendment to its Certificate of Incorporation:

- 1. Name of the Corporation: Dover Township Unified Professionals Association, Inc.
- 2. Corporation Number: 0100907609
- 3. Article 1 of the Certificate of Incorporation is hereby amended to read as follows:  
The Name of the Corporation is Toms River Professionals Association, Inc.
- 4. The corporation  has  does not have members.

A. For Corporations WITH members:

Number entitled to vote      45      Voting FOR:      45      Voting AGAINST      0

If any class or classes of members are entitled to vote as a class, set forth the number of members of each class, the series of votes of each class voting for and against, and the number of members present at the meeting, OR

\_\_\_\_\_ Adoption was by unanimous written consent without meeting.

Date of Adoption:

B. For Corporations WITHOUT members:

Number of Trustees      Voting FOR      Voting AGAINST

Trustees present at meeting      OR

\_\_\_\_\_ Adoption was by unanimous written consent without meeting

Date of Adoption:

5. Other Provisions:

Signature: *Dorothy F. Alexander*  
(Must be Ch. Of Bd. Pres. Or Vice Pres)

Date: 12/1/08

Name: Dorothy F. Alexander, President  
(Type Name and Title)

\*\*\*\*\*

This document MUST be filed in triplicate.

INTERNAL REVENUE SERVICE  
P. O. BOX 2508  
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: FEB 17 2009

TOMS RIVER PROFESSIONALS  
ASSOCIATION INC  
33 WASHINGTON ST  
TOMS RIVER, NJ 08753

Employer Identification Number:  
20-0031506

DLN:  
17053331318038

Contact Person:  
CHRIS BROWN ID# 31503

Contact Telephone Number:  
(877) 829-5500

Accounting Period Ending:  
December 31

Form 990 Required:  
Yes

Effective Date of Exemption:  
July 9, 2003

Contribution Deductibility:  
No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax-exempt status we have determined that you are exempt from Federal income tax under section 501(c)(5) of the Internal Revenue Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Please see enclosed Information for Organizations Exempt Under Sections Other Than 501(c)(3) for some helpful information about your responsibilities as an exempt organization.

Sincerely,

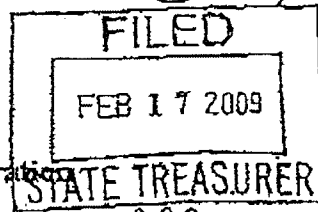


Robert Choi  
Director, Exempt Organizations  
Rulings and Agreements

Enclosure: Information for Organizations Exempt Under Sections Other Than 501(c)(3)

Letter 948 (DO/CG)

CAN



0100907609

C-102B Rev 8/02

New Jersey Division of Revenue

Certificate of Amendment to the Certificate of Incorporation  
(For Use by Domestic Non-profit Corporations)

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A. For Corporations WITH members:

Number entitled to vote	45	Voting FOR	45	Voting AGAINST	0
-------------------------	----	------------	----	----------------	---

If any class or classes of members are entitled to vote as a class, set forth the number of members of each class, the series of votes of each class voting for and against, and the number of members present at the meeting, OR

Adoption was by unanimous written consent without meeting.

Date of Adoption:

B. For Corporations WITHOUT members:

Number of Trustees		Voting FOR		Voting AGAINST	
--------------------	--	------------	--	----------------	--

Trustees present at meeting	OR
-----------------------------	----

Adoption was by unanimous written consent without meeting

Date of Adoption:

5. Other Provisions:

Signature: *Dorothy F. Alexander*  
(Must be Ch. Of Ad. Pres. Or Vice Pres)

Date: 12/1/08

Name: Dorothy F. Alexander, President  
(Type Name and Title)

This document MUST be filed in duplicate.

NJ Division of Revenue, PO Box 308, Trenton, NJ 08646

52121720  
J3903826

## MEMORANDUM OF AGREEMENT

This Agreement is reached between the Township of Toms River ("Township") and Toms River Professionals Association ("Association"), for the purpose of achieving a comprehensive resolution to the economic shortfall besetting the Township of Toms River. The terms of this resolution, must be approved and adopted by the Township's governing body and ratified by the Association membership. The terms of this Agreement are set forth below and if applicable, will supersede the current contractual language for the remainder of the 2009-2010 fiscal year:

1. The parties agree to a permanent deferral of the 3.9% wage increase that was to go into effect on July 1, 2009, shall commence on January 1, 2010.
  - a. There shall be no retroactive payments.
  - b. Employees retiring by March 31, 2011 shall receive the aforementioned pay increase retroactively to July 1, 2009.
2. The parties agree to a permanent deferral of the 3.9% wage increase that was to go into effect on July 1, 2010, shall commence on January 1, 2011.
  - a. There shall be no retroactive payments.
  - b. Employees retiring by March 31, 2011 shall receive the aforementioned pay increase retroactively to July 1, 2010.
3. The parties agree to an across-the-board wage increase of 2.5% commencing January 1, 2012.
4. The parties agree to an across-the-board wage increase of 2.5% commencing January 1, 2013.
5. The parties agree that the contract shall expire on December 31, 2013, but shall stay in full force and effect until a successor collective bargaining agreement is entered into by the parties.
6. The parties agree that each covered employee will take eight (8) unpaid furlough days for the balance of 2010. The Township agrees to establish a "furlough bank" and employees shall be permitted to schedule their furlough time in the same manner as established under the current practice and procedure for vacation leave, subject to the approval of the employee's supervisor so as not to adversely impact the operations of the Department.
  - a. The parties agree that the payment for the eight (8) furlough days shall be allocated and apportioned equally for the balance of the pay periods in 2010, once the Addendum to the contract has been signed. That is, the total amount of the eight (8) furlough days shall be divided and deducted equally from each remaining pay period through 12/31/2010.
  - b. For any bargaining unit employees who took "voluntary" furlough days in 2009, the



Township shall deduct those days from the 8 days required in 2010.

7. The parties agree that there are employees in the collective bargaining units who are seeking to retire under the terms and conditions of the "Rucki" arbitration decision, which is currently a matter in dispute between the parties. In an effort to settle the ongoing litigation pertaining to this decision, the parties agree that employees in the collective bargaining units who are not yet 55 years of age with at least 25 years of accredited<sup>1</sup> service shall be permitted to retire with health insurance paid by the Township subject to the following conditions:
  - a. Employees must retire no later than 3/31/2011; and
  - b. After 3/31/2011 employees must be at least 55 years of age with at least 25 years of accredited service in order to receive paid health/medical insurance from the Township.
8.
  - a. All Employees shall be permitted to accumulate sick days without restriction from year to year and shall be permitted to use their accumulated sick leave for legitimate illness or injury. The employees' use of sick leave is subject to verification by the Township as set forth in the current contract.
  - b. Upon retirement, for employees hired prior to January 1, 1988, they shall be permitted, pursuant to the parties' practice<sup>2</sup> and upon written notice of the employee's intent, to use all accumulated sick leave in excess of 130 days of accumulated sick leave, immediately prior to their date of retirement.
  - c. Upon retirement, for employees hired after January 1, 1988, they shall not be permitted to use any sick leave in excess of 130 days of accumulated sick leave, immediately prior to their date of retirement.
  - d. New employees hired after July 1, 2010, shall at retirement be paid by the Township for all accumulated and unused sick leave up to 130 days up to a maximum of \$15,000.

---

<sup>1</sup> "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 Employee's Retirement System (PERS).

<sup>2</sup> The current practice of the parties is that employees who have accumulated in excess of the one hundred thirty (130) days of sick leave shall be permitted to use said accumulated sick leave immediately prior to their retirement date provided that the employee provides written irrevocable notice to the Township of their retirement date. Should the employee rescind their retirement date after beginning to take terminal leave they will be required to reimburse the Township for the use of said days.

e. Effective upon execution of this Agreement and to remain as part of the contractual terms thereafter, the Township agrees to pay employees for 75% of the value of sick leave accrued in excess of 130 days pursuant to the following schedule: 10 days for accumulations in excess of 130 days and less than 170 days; 20 days for accumulations in excess of 170 days and less than 200 days; and 25 days for accumulations in excess of 200 days.

9. As of January 1, 2012, all active employees shall have deducted (pre-tax) via payroll deduction, one and one-half (1.5%) percent of their total annual pensionable salary and paid to the Township for health insurance contribution. Should the State of New Jersey enact legislation that mandates health benefit contributions by employees, the above contribution shall be the maximum contribution paid by employees covered by this contract regardless of any legislative language to the contrary.

a. 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 Plan<sup>3</sup>.

b. All employees who retire on or before December 31, 2011 shall not be required to contribute toward health benefits upon retirement.

10. ~~All Employees retiring on or after January 1, 2012, shall be required to pay via a procedure to be determined by the Township, one and one-half (1.5%) percent of their total annual pension wage and paid to the Township for health insurance contribution. Should the State of New Jersey enact legislation that mandates health benefit contributions by employees, the above contribution shall be the maximum contribution paid by employees covered by this contract regardless of any legislative language to the contrary.~~

See  
Revised  
Item # 10  
Attached



Handwritten signature and initials, possibly "Dale", written in black ink.

11. Based upon the Employer's economic shortfall and the accommodating measures agreed to by the Toms River Professional Association, it is understood there shall be no further discussion or necessity for furloughs, demotions and/or layoffs for the remainder of 2010. While the Township is not permitted to expressly state that there will be no furloughs, demotions and/or layoffs from January 1, 2011 through December 31, 2013, it is acknowledged that this is the Township's intent barring substantial or significant economic adversity. 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.

---

<sup>3</sup> 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)

10. The following provision is included in Local Finance Notice 2010-12 issued by the NJDCA on 5/18/2010:

**B. Impact on Retirees**

Chapter 2 is prospective regarding retirees. It does not affect current retirees or current employees who are already members of a state or locally administered retirement system. Employees who become members of a state or locally administered retirement system on or after May 21, 2010 will be required to pay 1.5% of their retirement allowance towards health benefits costs.

Consistent with the determination made by the NJDCA in Local Finance Notice 2010-12, the parties acknowledge and agree that the 1.5% premium co-pay for health insurance coverage shall not apply to members of the collective bargaining unit who are active members of PERS prior to 5/21/2010. If any subsequent decision or determination is made by the State of NJ that changes the effective date of this requirement, the parties acknowledge that the premium 1.5% premium co-pay for retirees shall go into effect as of 1/1/2012 as agreed upon.

By this agreement the parties state their intent and in witness whereof, the parties hereto have hereunto set their hands at the Township of Toms River, County of Ocean, New Jersey on this 3rd day of June, 2010.

TOWNSHIP OF TOMS RIVER,

By: 

By: 

TOMS RIVER PROFESSIONALS ASSOCIATION,

By: 

By: 

MOA RIF FINAL.TRUPA.doc

# CITTA, HOLZAPFEL & ZABARSKY

A PROFESSIONAL CORPORATION  
ATTORNEYS AT LAW

248 WASHINGTON STREET  
P. O. BOX 4  
TOMS RIVER, NEW JERSEY 08754  
(732) 349-1600  
Fax: (732) 349-0792

JOSEPH A. CITTA  
(1934-2009)

JAMES W. HOLZAPFEL  
Member NJ & FL Bars

STEVEN A. ZABARSKY

MATTHEW A. LEAHEY  
(1977 - 2005)

COLLEEN M. DOOLCY  
Member NJ & NY Bars

PAUL GRANICK

CHRISTIAN E. SCHLEGEL  
Member NJ, VA, TN &  
DC Bars

SCOTT KINEAVY

JOHN MERCUN  
(of Counsel)


May 20, 2011

Charles E. Schlager, Jr., Esquire  
Helmer, Paul, Conley & Kasselmann  
519 White Horse Pike  
Haddon Heights, New Jersey 08035

VIA REGULAR MAIL AND FAX 856 547-2576

Re: Township of Toms River & Toms River Professionals Association  
Overtime -- Municipal Court Personnel

Dear Mr. Schlager:

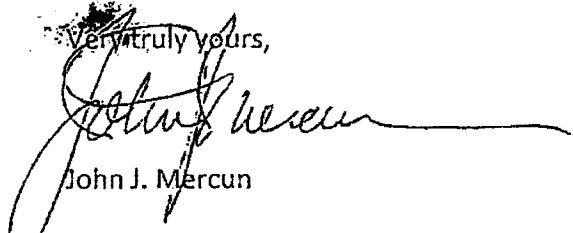
  
Following up on my letter of May 12<sup>th</sup>, 2011, I have been authorized by Paul Shives, Township Administrator, to propose the following with respect to issue of overtime for Deputy Municipal Court Clerks:

1. Effective June 1<sup>st</sup> 2011, in lieu of the payment of overtime, the Township will compensate up to three (3) employees who are qualified and duly deputized in the Municipal Court to handle "call out" overtime for administration and issuance of warrants after normal working hours by way of an annual stipend of \$8,500 per employee per year. For the year of 2011, the stipend shall be paid in addition to the overtime paid to the three employees up to May 30<sup>th</sup>, 2011 and shall be paid through the payroll system. Beginning January 1<sup>st</sup>, 2012, the annual stipend shall be paid in equal installments through the payroll system. The Township reserves the right to renegotiate this benefit and/or to outsource this work upon the expiration of the collective bargaining agreement on December 31<sup>st</sup>, 2013; however, for the remaining contractual period, the Township agrees not to outsource this work unless the employees are unwilling and/or unable to fulfill these responsibilities.

2. If any employee receiving the stipend is unwilling or unable to fulfill the responsibilities associated with responding to the call out for administration and issuance of warrants after normal working hours, the payment of the stipend to that employee will cease immediately.

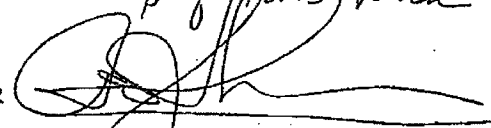
Should you have any questions, please contact me.

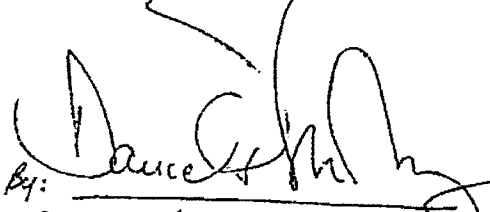
Very truly yours,

  
John J. Mercun

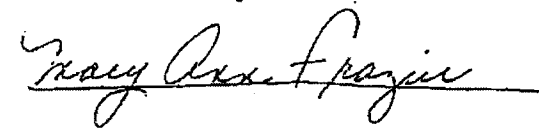
Cc: Paul Shives, Toms River Township Administrator  
Daniel Mahony, Toms River Township Assistant Administrator

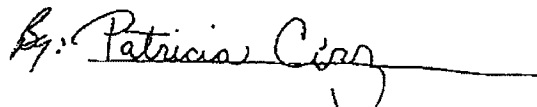
The Above Terms are Agreed to by the Parties as evidenced by their signatures below:

Township of Toms River  
By:   
Paul Shives, Administrator

  
By: Daniel Mahony, Asst. Administrator

Toms River  
Township Professionals Association

By:   
Mary Ann Frasier

By:   
Patricia Cioffi

Dated 6/14/11

ORIGINAL

**MEMORANDUM OF AGREEMENT**

This Agreement is reached between the Township of Toms River ("Township") and Toms River Township Professionals Association ("Association"), for the purpose of achieving a comprehensive resolution to the Unfair Practice Charge filed under Docket No. CO-2011-34 and the grievance filed under Docket No. AR-2010-274. The terms of this Agreement as set forth below shall be considered part of the parties Collective Bargaining Agreement and shall be incorporated therein in the successor Agreement unless modified in writing by the parties.

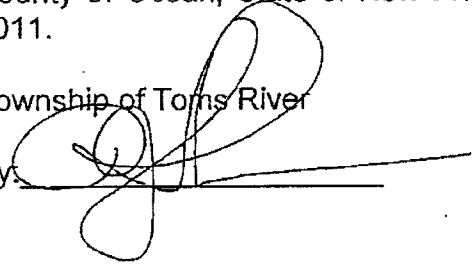
**ARTICLE XII - OVERTIME**

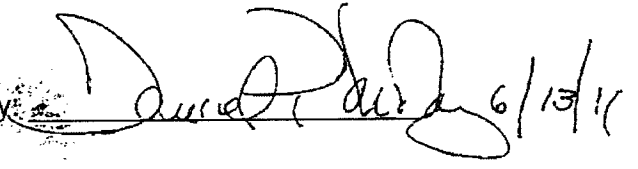
1. Notwithstanding the above, when an overtime or extra duty assignment pertaining to patrolman employment testing becomes available to employees who work within the Police Department, those assignments shall be first offered to employees covered by this unit.
2. The parties agree that any such assignment(s) requiring up to and including a minimum of three (3) employees shall be first offered to members holding a Grade 5 that are covered by this unit.
3. If the assignments are not filled by members holding a Grade 5 or above, the opportunity shall then be offered to employees who are working within the Police Department holding Grade 4 or below.
4. Should the Township require additional personnel to fill said assignments, they can be filled by persons of the Township's choosing.
5. The Association agrees by copy of this Agreement to the Public Employment Relations Commission to request the withdrawal of the Unfair Practice Charge filed under Docket No. CO-2011-34 and the grievance filed under Docket No. AR-2010-274.

By this Agreement, the parties state their intent and in witness whereof, the parties hereto have hereunto set their hands at the Township of Toms River,

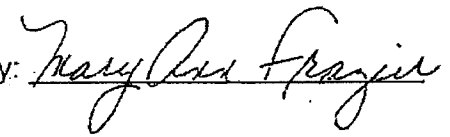
County of Ocean, State of New Jersey on this 15<sup>th</sup> day of June, 2011.


Township of Toms River

By: 

By:  6/13/11

Toms River Township Professionals Association

By: 

By: 



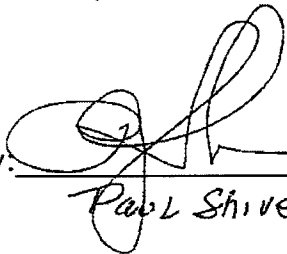
MEMORANDUM OF AGREEMENT

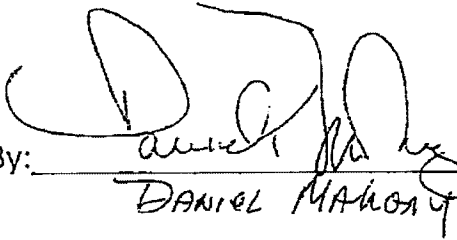
TOWNSHIP OF TOMS RIVER & TOMS RIVER PROFESSIONALS ASSOCIATION  
MINIMUM REQUEST FOR TIME OFF

This acknowledges receipt of letter pertaining to the Association's proposal for resolution of the issue of minimum time off. The Township proposes that language proffered be changed to the extent that the last two words "or more" are deleted. The proposed language would then read as follows:

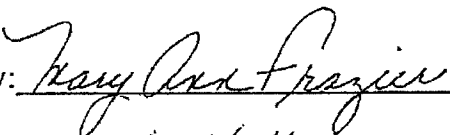
Effective immediately any employee requesting the use of leave time under Articles XVI, XVII, XVIII and XIX shall be permitted to do so in half hour (1/2 hr.) increments.

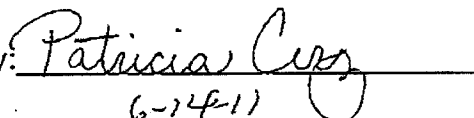
Township of Toms River

By:   
Paul Shives 6-14-11

By:   
DANIEL MAHONY 6-14-11

Toms River Professionals Association

By:   
Kay Ann Frazier  
6-14-11

By:   
Patricia Cress  
6-14-11