

AGREEMENT

Between

**THE TOWNSHIP OF TOMS RIVER
NEW JERSEY**

And

**NEW JERSEY STATE
POLICEMEN'S BENEVOLENT ASSOCIATION, INC.
LOCAL # 137**

**[POLICE OFFICERS, DETECTIVES, SENIOR DETECTIVES,
SAFETY OFFICERS AND CORPORALS]**

January 1, 2022 through December 31, 2025

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PREAMBLE

This agreement made and entered into this 1st day of **January, 2022**, by and between **THE TOWNSHIP OF TOMS RIVER**, a Municipality in the County of Ocean, State of New Jersey, hereinafter referred to as the "Employer", or the "Township," and the **NEW JERSEY STATE POLICEMEN'S BENEVOLENT ASSOCIATION, INC., LOCAL #137**, hereinafter referred to as the "Union" and represents the complete and final understanding by the parties on all bargainable issues.

ARTICLE I
RECOGNITION AND SCOPE OF AGREEMENT

Section 1. The Employer hereby recognizes the Union as the sole and exclusive representative of all Employees in the negotiating unit as defined in ARTICLE I, Section 2, herein for the purposes of collective bargaining and all activities and processes relative thereto.

Section 2. The bargaining unit shall consist of all Police Officers, Corporals, Detectives, First Grade Detectives and Safety Officers of the Police Department of the Township of Toms River, excluding all Sergeants, Lieutenants, Captains, Deputy Chiefs and the Police Chief and all other Employees of the Township.

ARTICLE II
COLLECTIVE BARGAINING PROCEDURE

Section 1. Collective bargaining with respect to rates of pay, hours of work or other conditions of employment shall be conducted by the duly authorized bargaining agent of each of the parties. Unless otherwise designated, the Mayor of the Employer or his/her designee, and the President of the Union or his/her designee, shall be the respective negotiating agents for the parties.

Section 2. Collective bargaining meetings shall be held at times and places mutually convenient at the request of either party.

Section 3. Employees of the Employer, who may be designated by the Union to participate in collective bargaining meetings called for the purpose of negotiations of a Collective Bargaining Agreement, will be excused from their

work assignments without loss of regular straight time pay in accordance with Article III, Section 2. However, in no event shall the Union representatives, exclusive of counsel, exceed three (3).

Section 4. Upon reasonable advance notice by either party to the other, the parties will meet and confer in good faith concerning the then current work schedule and possible modifications or supplements thereto. If they are unable to resolve those discussions, and if either party is not reasonably satisfied with the results, then either party will have whatever rights are available, if any, to it under the then current law.

ARTICLE III

CONDUCTING UNION BUSINESS ON EMPLOYER'S TIME

Section 1. GRIEVANCE COMMITTEE

The employer shall permit members of the Union Grievance Committee [not to exceed three (3)] to conduct the business of the Committee, which consists of conferring with Employees and management on specific grievances in accordance with the Grievance Procedure set forth herein, during the duty hours of the members without loss of pay provided the conducting of said business shall not diminish the effectiveness of the Police Department or require the recall of off-duty Police Officers to bring the Department to its proper effectiveness. Only one (1) member of the Union Grievance Committee shall be permitted to conduct the business of the Committee at any one time except that the three (3) members of the Union Grievance Committee shall be permitted to confer with the Police Chief, or his designee, whenever a grievance reaches that level.

Section 2 CONVENTION COMMITTEE

The Employer agrees to grant the necessary time off without loss of pay to the President of the Local and such other members of the Union selected as

delegates to attend any State or National Conventions of the New Jersey State Policemen's Benevolent Association, Inc., as provided by N.J.S.A. 40A:14-177.

Section 3 **PBA PRESIDENT**

In addition to the leaves provided above, the Employer agrees to grant leave to the President of the Local, or his/her designee, for conducting Union business in an amount not to exceed one hundred ninety-two (192) hours per calendar year. The hours must be accounted for, recorded on the applicable leave time report, are not cumulative and cannot be carried forward to the next year. Additional hours may be approved by the Chief of Police in his discretion. The President shall also be entitled to select the work shift of his choice.

ARTICLE IV **EMPLOYEE RIGHTS**

Section 1. 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. The Employer shall not intimidate or coerce Employees into membership. Neither the Employer nor the Union shall discriminate against any Employee because of race, creed, color, sex, national origin, or political affiliation.

Section 2. Nothing contained herein shall be construed to deny or restrict to any Police Officer such rights as he or she may have under New Jersey Laws or any other applicable laws and regulations. The rights granted to Police Officers hereunder shall be deemed to be in addition to those provided by statute and or regulation or regulations promulgated by the State.

Section 3. Each member shall have the right to review their personnel folder at least two (2) times a year. The Township shall make available for inspection by the Officer all material within their personnel folder. An Employee shall have the right to respond to material in their file and such response shall be included in the file. If the parties agree that any material is improperly placed in an Employee's file, it shall be removed.

Section 4. No Officer shall be removed, suspended, or reduced in rank from or in office of employment therein, except in accordance with N.J.S.A. 40A: 14-147 or other applicable laws.

Section 5. Whenever any Officer is required to appear in any disciplinary proceeding concerning any matter which could adversely affect the continuation of that Officer in their duties to the Township, position, or employment, or the salary, or any increments pertaining thereto, he or she shall be given prior written notice of the reason for such proceeding and shall be entitled to have representatives of the Union present to advise him/her and represent him/her during such proceeding.

Any suspension of any Officer pending charges, shall be in accordance with N.J.S.A. 40A: 14-149.1 or other applicable laws.

ARTICLE V
SICK LEAVE

Section 1. All permanent full-time regular Employees covered by this agreement shall be granted sick leave with pay of eight (8) hours for each month of service during the remainder of the first calendar year of service and 120 hours, regardless of work schedule in every calendar year thereafter. The amount of such leave not taken shall accumulate from year to year. The Employer reserves the right to extend sick time.

Section 1(a). 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 of a family member of the Employee or necessary attendance upon a family member who is ill. "Family member" shall include the spouse, children of the Employee and individuals cohabitating with the employee in a manner to a spouse.

Section 2. An Employee absent on sick leave shall submit acceptable medical evidence substantiating the illness if requested by the Employer. Abuse of sick leave may be cause for disciplinary action.

Section 3. An Employee absent on sick leave shall report their absence at least three (3) hours prior to the start of their shift except where emergent circumstances would prevent the Employee from doing so. In those instances, the Employee shall report their absence as promptly as possible. Employees who normally report to work at seven (7:00 A.M.) A. M. or eight (8:00 A.M.) A.M. shall report their absences at least one (1) hour prior to the start of their shift.

Section 4 The Employer agrees to pay Employees at their regular rate of pay during periods of job-connected disability due to illness, injury or recuperation therefrom for a maximum period of one (1) year from the date of such disability, provided such Employee is incapable of performing their duties as a Police Officer and that such disability is established by a competent physician.

Section 5 The Employer retains the right in its discretion to extend the period of this payment for such job-connected disability due to illness or injury beyond one (1) year.

Section 6. The Employer may require at any time during the period of such disability as described in Section 4 above, that the Employee be examined by a physician selected by the Employer for such purpose.

Section 7. In the event a disagreement arises with respect to the existence or extent of a job-connected disability, such issue shall be determined by a physician agreed to by both parties to this agreement. In the event the parties are unable to mutually agree upon the choice of a physician, such selection shall be determined by the Ocean County Medical Society.

Section 8. **Sick Leave Loans:** The policy contained in the Township Employee Handbook (Volume 3 Chapter 4 Subsection H) shall be incorporated in this Agreement. Reference to that policy is set forth below in Appendix A.

Section 9. **Sick Leave Incentive Program:** In the event that an employee utilizes no sick time during the period of January 1 through June 30, he/she shall be paid a sick leave incentive payment of \$500.00; If the employee takes no sick time during the period of July 1 through December 31, he/she shall be paid a sick leave incentive payment of \$500.00. Donation of sick time to other officers in accordance with applicable policy contract shall not affect the foregoing incentive entitlement.

ARTICLE VI

CHECK-OFF

Section 1. Upon receiving the written voluntary authorization and assignment of an Employee covered by this agreement (in the form agreed upon between the Employer and the Union and consistent with applicable law), the Employer agrees to deduct membership dues (and initiation fees where applicable), in such amounts as shall be fixed pursuant to the By-Laws and

Constitution of the Union during the full term of this agreement and any extension or renewal thereof. The Employer shall promptly remit monthly any and all amounts so deducted with a list of such deductions to the Secretary-Treasurer of the Union.

Section 2. If, during the life of this agreement, there shall be any change in the rate of membership dues, the Union shall furnish to the Employer written notice thirty (30) days prior to the effective date of such change.

Section 3. The Union will provide the necessary "check-off authorization" form and the Union will secure the signatures of its members on the forms and deliver the signed forms to the Employer. The Union shall indemnify, defend and save the Employer 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 Employer in reliance upon the salary deduction authorization forms submitted by the Union to the Employer.

Section 4. Pursuant to the Workplace Democracy Enhancement Act, N.J.S.A. 34:13A-5.11 et seq, Employer will notify the Secretary-Treasurer of the Union within 10 days of all employees, their addresses, date of birth, classification, rate of pay, social security number and all removals of employees from the payroll.

Section 5. Deleted and re-designated as "Reserved" pursuant to Janus V. Federation of State, County and Municipal Employee, Council 31, 138 S. Ct. 2448 (2018).

ARTICLE VII
MANAGEMENT

Section 1. The Township of Toms River hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

- a. To the executive management and administrative control of the Township Government and its properties and facilities and Police related activities of its Employees by utilizing personnel, methods and means of the most appropriate and efficient manner possible.
- b. To hire, promote, transfer, assign or retain Employees in positions within the Department, and in that regard to establish reasonable work rules.
- c. To suspend, demote, discharge or take any other appropriate disciplinary action against an Employee for good and just cause according to law.
- d. To lay off Employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient and non-productive. Such reduction in the Police Departments level of certified personnel as described in Article I Section 2 shall not be effected until non-certified personnel (including Special Police Officers) employed in the Police Department and performing Police functions are laid off. Seniority shall prevail at all times in the order of any layoff and subsequent rehiring.

Section 2. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations and practices, and the furtherance thereof, and the use of judgment and

discretion in connection therewith, shall be limited only by the terms of this agreement, and then only to the extent such terms hereof are in conformance with the Constitution and Laws of the State of New Jersey and of the United States.

Section 3. Nothing contained in this Article shall be construed to deny or restrict the Township of its rights, responsibilities or authority under R.S. 40 and 40A, or other applicable laws.

ARTICLE VII-A

RULES AND REGULATIONS

Section 1. Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the majority representative before they are established.

Section 2. It is understood that Employees shall comply with all such rules and regulations. Employees shall promptly and efficiently execute the instructions and orders of Officers and Supervisors. If an Employee or Employees believe a rule, regulation, instruction or order of an Officer or other Supervisor is unreasonable or unjust, the Employee or Employees shall comply with the rule, regulation, order or instruction, but with the further provision that such Employee or Employees may regard the rule, regulation, order or instruction as a grievance which shall be handled in accordance with the Grievance Procedure set forth in Article XX of this agreement.

Section 3. The Union shall have the opportunity to grieve the continuation of any rule or regulation for a period of thirty (30) calendar days after the execution date of this agreement or the promulgation of any new rule

or regulation thirty (30) calendar days after the promulgation and furnishing of same to the Union as to the reasonableness or propriety of said rule or regulation. The foregoing shall not preclude the Union from grieving the application or interpretation of any rule or regulation in accordance with Article XX.

ARTICLE VIII

HOURS

Section 1. The parties understand and agree that the standard weekly work schedule for employees requires employee services continuously throughout the 7-day week. The standard work week shall consist of 40 hours and the standard work year shall consist of 2080 hours. Work schedules may be assigned in 8 hour, 10 hour and 11 hour shifts.

Section 2. The tours of duty shall be established by the Employer, through the Chief of Police, and the Employer shall have the right, for efficiency of its operations, to make changes in starting and stopping time of the daily work schedule and to vary from the daily or weekly work schedule. If practicable, officers will be given a one week notice prior to changing their scheduled tour of duty in other than a declared state of emergency.

Section 3. The parties further agree that they shall discuss changes in the daily or weekly work schedule which may be necessitated for the efficient operation of the work force prior to implementation of such changes, and that the Union shall have the right to submit written recommendations with respect to any such changes, in accordance with and as set forth in Article II, Section 4 above

Section 4. If in the implementation of this Article tours of duty in excess of eight (8) hours of work per day are established, the parties agree that such excess time shall be compensated for at straight time only.

ARTICLE IX
OVERTIME/CERTAIN HOLIDAYS

Section 1. The Employer agrees that overtime consisting of time and one-half (1 1/2) time shall be paid to all Employees covered by this agreement for hours worked in excess of the normal workday. In years where 27 pay periods occur (rather than the customary 26 pay periods), the calculation of each officer's overtime rate of pay shall not be reduced or otherwise impacted. Overtime rates shall be calculated by dividing current base yearly salary plus longevity by 2080 hours to determine an hourly rate. This hourly rate shall be multiplied by 1 ½ to determine the hourly overtime rate.

Section 2. Employees shall not be paid overtime for hours of work in excess of the normal workday unless such overtime is authorized by the Chief of Police or his / her designee.

Section 3. It is recognized that Employees may be required to report in advance of the tour starting time and for the purpose of report making at the end of a tour to remain at the termination of a tour. In accordance with this recognition, no overtime shall be paid for a fifteen (15) minute period prior to the commencement of a tour or for fifteen (15) minute period at the termination of a tour, but in the event an Employee is required to report earlier than fifteen (15) minutes prior to the commencement of a tour or to remain beyond fifteen (15) minutes after the end of a tour, the Employees shall be paid the overtime rate for all time worked in excess of the normal hours of work per day.

Section 4. In the event an Employee is called in to duty other than their normal assignment they shall be paid overtime at one and one-half (1 1/2) time for all time worked during such period but in no such case shall they be paid for less than four (4) hours irrespective of actual time worked.

Section 5. Officers covered by this agreement who are designated on-call shall be reimbursed at a rate of 1-hour compensatory time for each day (or portion thereof). A day is defined as any period of 24 consecutive hours. The 24 hour period is at the sole discretion of the Chief of Police or his designee.

Section 6. The Union agrees to share with the Employer and without compensation, the time required to successfully promote Police week and open house in the furtherance of good community relations.

Section 7. The Chief of Police may, from time to time, call general Police meetings, not to exceed three (3) annually, and the parties agree that no payment shall be made to the Employees covered by this agreement for attendance at said meetings.

Section 8. Officers covered by this agreement shall be given first preference for all overtime, including Road Jobs/Traffic Special Duty and Security Special Duty and no such overtime shall be offered to special police officers unless there are no such bargaining unit members who have accepted the overtime assignment.

Section 9. Assignment of Road Jobs (Traffic, Wawa and Security Rates) shall be to all officers covered by this agreement on a rotating basis or other arrangement which will ensure that such jobs are distributed as equitably as reasonably possible. Toms River officers shall be given first preference for all road jobs, and officers from other law enforcement agencies shall not be offered such work unless no Toms River officer is available or willing to take the job. This language shall be incorporated in an Ordinance to be adopted by the Township.

Section 10. Effective as soon as reasonably possible after execution of this agreement, the Township shall adopt an ordinance to increase the rate for Road Jobs/Traffic Special Duty to Seventy-Eight Dollars (\$78.00) per hour with

the Township receiving an administration fee of \$8.00 per hour and the officer receiving \$70.00 per hour. The ordinance shall show Wawa Rate/Special Duty to remain at Seventy Dollars (\$70.00) per hour with the Township receiving an administration fee of \$7.00 per hour and the officer receiving \$63.00 per hour. The ordinance shall increase the Security Special Duty rate to Fifty Dollars (\$50.00) per hour with the Township receiving an administrative fee of \$7.00 per hour and the officer receiving \$43.00 per hour. The school special duty rate shall cease to exist. None of these rate changes shall be retroactive; all shall commence effective as of the date of the ordinance change. See chart below which breaks down distribution of rates per hour.

<u>Title</u>	<u>Rate</u>	<u>Officer</u>	<u>Town</u>
TrafficRate	\$78.00	\$70.00	\$8.00
WawaRate	\$70.00	\$63.00	\$7.00
SecurityRate	\$50.00	\$43.00	\$7.00
EmergencyRate	\$100.00	\$87.00	\$13.00

In emergent situations (defined as any job commencing 4 hours or less from the time of posting), the traffic rate shall be \$100.00/per hour – broken down as follows: \$87.00 to the Officer and \$13.00 to the Township.

Section 11. In the event that an officer works on Christmas Eve, Christmas Day, Thanksgiving Day or July 4th, he/she shall be granted a substitute day off on an hour for hour basis. This does not apply to “special duty” hours worked for ‘traffic’, ‘security’ or ‘emergency’ pay rates.

Section 12. (NEW) All vendors, contractors, entities or individuals that request an officer for a special duty assignment must provide a minimum of 3 hours' notice to cancel the assignment. If the assignment is not cancelled 3 or more hours prior to the scheduled starting time, the assigned officer is entitled to receive payment for 4 hours at the prevailing rate established pursuant to Article XIX, Section 10 of this agreement.

ARTICLE X
VACATIONS

Section 1. Except as provided below with respect to officers hired after January 1, 2014, each member of the Department 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 their regular rate of pay.

Years 1 & 2	80 hours
Years 3 & 4	88 hours
Years 5,6,7,8 & 9	132 hours
Years 10,11,12,13 & 14	165 hours
Years 15,16,17,18,19,20 & 21	200 hours
Years 22 +	224 hours

Officers hired after January 1, 2014 shall be placed on the above schedule except that their vacation entitlement shall consist of a maximum of 200 hours after fifteen (15) years for the remainder of their career.

Section 2. Each member of the Department who has had the length of continuous employment specified in the table as set forth in Section 1 above shall receive an additional thirty-two (32) hours of vacation with pay at their regular rate of pay. This provision shall not apply to officers hired on or after January 1, 2014.

Section 3. Eligibility for vacation shall be computed as of the first day of the month in which hired. New Hires shall be permitted to utilize vacation upon completion of one year from date of hire.

Section 4. 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. If the

first anniversary date occurs in December, the vacation to which entitled may be taken the following calendar year, but not consecutively with the vacation to which entitled for the second anniversary date.

Accrued but unused vacation leave may accumulate and be carried over from year to year. An employee will be entitled to carry over no more than forty-four hours vacation and shall not be entitled to carry over any vacation leave from the year immediately preceding his retirement.

Section 5. In order not to hamper proper and efficient Police operations, both parties agree that the scheduling of vacations must be left to the Employer, but the following conditions shall be observed in such scheduling:

- (a) Selection of vacation shall be based on seniority.
- (b) An exception to this rule will apply to the eight (8) hour uniform patrol schedule. Scheduled weeks off shall be limited to one (1) Officer per squad, going by seniority within that particular squad first, or in accordance with current practice or as manpower permits. After full weeks are scheduled with all squads on the shift, scheduling single days off will be administered by seniority on the shift.
- (c) An Officer's tenure within a specialty unit (Detective, Traffic Officer, K-9 Officer and School Resource Officers shall supersede seniority in respect to scheduling vacation time within that specialty unit.
- (d) No employee shall be permitted to take more than three (3) consecutive weeks of vacation at one (1) time unless mutually agreed upon by the parties.
- (e) No employee shall be assigned more than two (2) weeks' vacation per month during June, July, August and/or December unless otherwise authorized by the Chief of Police.
- (f) Officers shall be permitted to "sell back" accumulated vacation under the following terms and conditions:

Officers shall be permitted to sell back not more than two (2) weeks of vacation per year. This shall be limited to three (3) times during their career. Such time shall be paid to the officer no later than the end of the year following the year in which the officer requests payment.

ARTICLE XI

BEREAVEMENT

The policy contained in the Township Employee Handbook concerning bereavement days shall be incorporated in this Agreement. The policy is attached hereto. Additionally, at the discretion of the Chief of Police, and with due regards to staffing considerations, a maximum of 2 officers from the PBA may attend funerals of New Jersey Police Officers killed in the line of duty, with pay, and may utilize a department vehicle for this purpose.

ARTICLE XII

PERSONAL DAYS

Section 1. Employees shall be entitled to four (4) personal days per year. A personal day shall consist of one workday, regardless of the Officer's assigned work schedule and number of the hours in the workday. Therefore, each officer shall be entitled to take a personal day on a "day for day" basis.

ARTICLE XIII

HOSPITAL AND MEDICAL INSURANCE

Section 1. Subject to the provisions of this Article, the Township shall provide health insurance coverage to employees covered by this agreement, their spouse, and eligible dependent children under the age of twenty-six (26).

Section 2. Employees hired on or before December 31, 2013 may select insurance coverage through Aetna, administered through the Central Jersey Health Insurance Fund, from among the following plans: Aetna Choice POS II; Point of Service (POS); Exclusive Provider Organization (EPO); or Omnia 10 – or the Aetna equivalent thereto.

Employees hired on or after January 1, 2014 may select insurance coverage through Aetna, administered through the Central Jersey Health Insurance Fund, from among the following plans: EPO or Omnia 10, or the Aetna equivalent thereto. Alternatively, they may elect to enroll in one of the plans offered to other employees, provided they agree to pay the difference in premium cost for such plan.

Section 3. The Township shall provide a prescription drug plan through the Benecard RX Alliance program. For the duration of the contract, the following prescription co-pays shall apply:

Over-the-counter (30-day supply) ... Generic: \$5.00 Brand Name: \$30.00

Mail-In (90-day supply) ... Generic: \$5.00 Brand Name: \$30.00

Section 4. The Township shall continue to provide Dental Insurance through Horizon Blue Cross/Blue Shield and the current level of benefits shall remain in effect. This program shall apply to all employees hired before January 1, 2014 and employees hired on or after January 1, 2014 shall have the option to enroll in any plan offered to other employees so long as they agree to pay the

difference between the “dental fee schedule plan” and the plan offered to other employees. (A Summary of Medical Plans is attached hereto).

Section 5. A booklet describing each of the insurance benefits that are provided pursuant to this Article XIII shall be provided to each Employee following the execution of this Contract.

Section 6. Employer may change insurance carriers, or plans within the same carrier, at its option, provided substantially equivalent benefits are provided. The parties agree that the plans offered under the State Health Benefits Plan (“SHBP”) meet the “substantially equivalent” requirement, thereby providing the Township with the option, at its sole discretion to convert to the SHBP. In the event of a transition to the SHBP, the Union will be offered, among the plan options, the NJDIRECT10 Plan or its successor (such as NJ2019, for those employees hired after 2019), provided such plans remain available under the SHBP. Employees shall pay premium contributions toward these plans at the prevailing rates established by law or contract, without a requirement of a “buy up”. Should the Township exercise this option, it will provide the Union with 60 days’ written notice thereof, and will discuss the available SHBP programs with the members prior to implementation.

Section 7. The Medical Savings/Flexible Spending Accounts which have been adopted by the Township under the Internal Revenue Code and as required by New Jersey Law, in order to permit the payment of medical premiums and/or medical expenses on a pre-tax basis, shall be continued during the term of this Agreement.

Section 8. Except as otherwise provided in this Agreement, every employee subject to this Agreement (including employees who retire under this Agreement as provided in Section 10 below) shall be required to pay contributions toward his/her insurance coverages in accordance with and pursuant to the present

practice of the parties or provisions of this Agreement. This requirement shall include new employees hired on or after January 1, 2014 and future hires who shall contribute same amount as top step officers from their date of hire.

Annual premium contribution increases for active members shall not exceed 7.75%.

Section 9. Except as provided below, with respect to all medical, prescription and dental benefits provided under this Agreement, officers who retire after execution of this Agreement shall be offered the same benefit plans and levels of coverage and be subject to the same co-payments and deductibles as active employees. These benefit plans, levels of coverage, (except premium contributions which are established under this Agreement and which shall be fixed throughout retirement for those employees who retire under this Agreement) co-payments and deductibles may be changed by the parties in future contract negotiations and those changes will apply to all future retirees. In no event will retirees' benefit levels be reduced below the then applicable minimum plan offered by the New Jersey State Health Benefits Program, or its equivalent.

In order to be eligible for retiree benefits under this Section 9, the officer must have earned or accumulated 25 or more years of service credit in the Police and Firemen's Retirement system, at least 18 of which shall have been earned or accumulated in service to the Township

Section 10. Disability Retirees under the Police and Fire Retirement System in the following categories shall not be required to contribute to their health insurance coverage, which shall be paid during retirement by the Township, as follows:

1. Officers who are granted a disability pension by the Police and Fire Retirement System (Pension Board) based upon an illness or injury which is related to their police service.

2. Officers who have more than 20 years of service with the Township and are granted a disability pension by the Pension Board for illness or injury unrelated to their police service.

Section 11. Retiree Health Insurance

1. Amounts payable for coverage for employees retiring on or after January 1, 2018 are subject to the amounts set forth on the schedule below and subject to the conditions in that schedule:
2. Premium contributions shall be based upon the level of coverage selected and the year of retirement. Retirees may change their coverage as their life situation changes such as family to husband and wife, single etc. Premium levels shall be fixed based upon the year of retirement.
3. The 2021 retiree contribution payment schedule remains in effect for all employees covered by this agreement for the years of 2022 and 2023. For employees covered by this agreement who retire in 2024 and 2025, contributions will increase by the following amounts in each year:

Single Coverage: +\$40.00 annually

Parent/Child(ren): +\$70.00 annually

Employee/Spouse: +\$90.00 annually

Family: +\$100.00 annually

1/1/2022			
	Omnia	Direct Access	POS
Single	\$ 1,936.00	\$ 2,540.00	\$ 2,210.00
P/C	\$ 2,831.00	\$ 3,465.00	\$ 3,275.00
H/W	\$ 3,872.00	\$ 4,725.00	\$ 4,462.00
Family	\$ 5,566.00	\$ 6,600.00	\$ 6,290.00

1/1/2023			
	Omnia	Direct Access	POS
Single	\$ 1,936.00	\$ 2,540.00	\$ 2,210.00
P/C	\$ 2,831.00	\$ 3,465.00	\$ 3,275.00
H/W	\$ 3,872.00	\$ 4,725.00	\$ 4,462.00
Family	\$ 5,566.00	\$ 6,600.00	\$ 6,290.00

3. Upon reaching the age of 65, retired Employees shall pay the following adjusted annual premium contributions:

	Omnia	Direct Access	POS
Single	\$ 1,975.00	\$ 2,160.00	\$ 2,025.00
P/C	\$ 2,340.00	\$ 2,700.00	\$ 2,490.00
H/W	\$ 2,825.00	\$ 3,240.00	\$ 3,050.00
Family	\$ 3,975.00	\$ 4,500.00	\$ 4,225.00

Premium Contributions for Certain Retirees:

Consistent with N.J.S.A. 40A:10-21b (3) (L.2011, c.78, 79), Employees retiring under this agreement who accrued 20 or more years of creditable service in a State or locally-administered retirement system on or before June 28, 2011, shall have no premium co-payment in retirement.

ARTICLE XIV
UNIFORMS

Section 1. All Employees covered by this agreement must have a "Class C" uniform.

Section 2. Should all or part of any of the present uniform be changed, then the cost shall be borne by the Township.

Section 3. Should the current "Class C" uniform be discontinued by the manufacturer, outside the control of the Police Department, all officers covered by this agreement will be required to purchase that new uniform item within 2 years of the date of change.

ARTICLE XV
FALSE ARREST AND LIABILITY INSURANCE

Section 1. The Employer will indemnify all Employees covered by this agreement from civil suits arising out of the performance of their duties including, but not limited to the following: False arrest, malicious prosecution, libel, slander, defamation of character, privileged occupancy and the invasion of civil rights.

Section 2. Employees covered by this agreement shall be fully indemnified and defended by the Employer for all circumstances in which the Employee renders first aid, whether on duty or off duty.

ARTICLE XVI
BULLETIN BOARD

SECTION 1. The Employer will provide a Bulletin Board in a conspicuous location in the Headquarters for the use of the Union for posting notices concerning Union business and activities. All such notices shall be posted only upon the authority of the officially designated Union representatives and shall not contain any malicious, inflammatory, annoying or controversial material. The Chief of Police, or his/her representative, may have removed from the Bulletin Board any material, which is not in conformance with the intent and provisions of this Article.

ARTICLE XVII
PENSIONS

The Employer and the Employees shall continue to make contributions as heretofore to provide pension and retirement benefits to Employees covered by this agreement under the Police and Fireman's Retirement System pursuant to provisions of the statutes and laws of the State of New Jersey.

ARTICLE XVIII
VACANCIES

Section 1. The Employer shall, by ordinance (which ordinance may be amended from time to time by resolution) set forth the authorized allowance of personnel covered by this Agreement.

Section 2. Such authorized allowance of personnel enumerated in Section 1 of this Article shall be known as the Table of Organization.

Section 3. In the event of any vacancy in the Table of Organization enumerated in Sections 1 and 2, of this Article, due to retirement, death, discharge, promotion or voluntary severance from the Department, such vacancy may be filled at the sole discretion of the Employer from the existing waiting list.

Section 4. If the existing waiting list is exhausted at the time of the vacancy, the Employer, through the Chief of Police, may request or call for an appropriate test and such vacancy may be filled at the sole discretion of the Employer following promulgation of the list resulting from the said test.

Section 5. Existing waiting lists of promotions shall be valid for a period of three (3) years. The Employer reserves the right to amend the Table of Organization as it shall deem necessary for the best interests of the Township of Toms River.

Section 6. No promotions for Sergeant shall occur unless not less than 120 days prior to the written examination, the Township shall announce the criteria for promotions (e.g. evaluations, examinations, seniority and the like) together with the weight to be assigned to each such criterion. If promotional evaluations are one of the criteria for promotion, the Township agrees to publish the results of any such evaluations used in the promotion process for the rank

of Sergeant at least 90 days prior to the examination date. Publication shall mean providing electronic notification to each officer below the rank of Sergeant on the DMS System or other system utilized by the Department to circulate information to Department members. Additionally, notice shall be placed in the squad room line-up book. The information to be published shall include the names of all officers evaluated, their badge number and their percent score.

ARTICLE XIX

DISCHARGE AND SUSPENSION

Section 1. No Employee shall be disciplined or discharged without just cause. An Employee who has been disciplined or discharged may grieve such action in accordance with the provisions hereinafter set forth in Article XX entitled "Grievance Procedure".

Section 2. Upon any suspension, demotion, discharge, or any other appropriate disciplinary action against any Employee of this Department, a copy of such charges shall be forwarded to the President of the Union within five (5) working days after any such action against said Employee is taken by the Employer.

Section 3. This Article does not apply to probationary Employees.

ARTICLE XX
GRIEVANCE PROCEDURE

A grievance is a claim by a Police Officer, the Union, or the Employer based upon the interpretation, application, or violation of this agreement, policies or administrative decisions and practices affecting a Police Officer, group of Police Officers, or the Employer.

Party in Interest

A "party in interest" is the person or persons making the claim and any person including the Union or the Township, who might be required to take action or against whom action might be taken in order to resolve the claim.

Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems, which may from time to time arise affecting Police Officers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

Level One - Immediate Supervisor

A Police Officer with a grievance shall first discuss it with his/her Bureau Commander within fifteen (15) business days, either directly or through the Union's designated representative, with the objective of resolving the matter informally.

Level Two - Chief of Police/ Township

If the aggrieved person is not satisfied with the disposition of their grievance at Level One, or if no decision has been rendered within ten (10) business days after the presentation of the grievance, the Union may refer it to the Chief of Police in writing who shall confer with the Township on said grievance and respond in writing to the Union.

Level Three - Arbitration

- (a) If the Union is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within fifteen (15) business days after the grievance was delivered to the Chief, the Union may notify the Township of its intention to submit the grievance to arbitration.
- (b) Within twenty (20) business days after such written notice of submission to arbitration, the Union and the Township shall attempt to agree upon a mutually acceptable Arbitrator and shall obtain a commitment from said Arbitrator to serve. If the parties are unable to agree upon an Arbitrator or to obtain such a commitment within the specified period, a request for a list of Arbitrators may be made to the Public Employment Relations Commission by either party. The parties shall then be bound by the rules and regulations of the Public Employment Relations Commission.
- (c) The Arbitrator's decision shall be in writing and shall be submitted to the Township and the Union and shall be final and binding on the parties.
- (d) The costs for the services of the Arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by

the Township and the Union. Any other expenses incurred shall be paid by the party incurring same. All costs shall be known prior to the selection of the Arbitrator.

Rights of Members to Representation

1. Member and Union

Any aggrieved person may be represented at all stages of the Grievance Procedure by themselves, or, at their option, by representatives selected or approved by the Union. When a member is not represented by the Union, the Union shall have the right to be present and to state its views at all stages of the Grievance Procedure.

2. Reprisals

No reprisals of any kind shall be taken by the Township or by any member of the Administration against any party in interest, any representative, any member of the Union, or any other participant in the Grievance Procedure by reason of such participation.

3. Advanced Step Filing

Any grievance affecting either a class of members, or whose decision will have an effect on the membership of this Union shall be commenced at Level Two, Chief of Police - Township.

It is understood that the filing of any grievance shall be at the level of jurisdiction necessary to render the relief sought by the grievant or the Union.

Grievances initiated by the Employer shall be filed directly with the Union within seven (7) business days after the event giving rise to the grievance has occurred. A meeting shall be held within five (5) working days after filing a grievance between representatives of the Employer 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 twenty (20) calendar days after such meeting, either party may within ten (10) calendar days thereafter, file for arbitration.

ARTICLE XXI

SALARY

Section 1. Employees annual salary shall be set forth on the Salary Schedules annexed hereto (4), which shall reflect the following increases over the duration of this agreement. Employees hired on or after January 1, 2022 will adhere to the Salary Schedule labeled "Pay Scale for Officers Hired on or after January 1, 2022".

January 1, 2022: 2%

January 1, 2023: 2%

January 1, 2024: 2%

January 1, 2025: 2%

Section 2. Whenever an Employee is assigned in writing under the authority of the Chief of Police to a higher job classification involving and performing higher responsibilities, such Employees shall be paid at the hourly rate of such assigned classifications beginning on the thirty-first day of employment in the higher job classification. An employee who is assigned to a higher job classification for fewer than thirty days would not be entitled to payment at the hourly rate of the assigned classification.

Section 3. Corporals and Senior Detectives shall be defined as Patrol Officers or Detectives who have 19 or more years of service-based continuous employment as a Full-Time Sworn Police Officer with the Township of Toms River. Corporals shall be entitled to wear appropriate insignia to indicate their designation as Corporals. Officers hired prior to July 1, 2000 will have employment time within the Township credited as time with the Police Department.

Section 4. Performing Duties of a Higher Rank.

- (a) In those circumstances where an out of rank officer is assigned to higher duties to replace an absent supervisor/officer and that supervisor/officer returns to duty on a sporadic basis, then in that situation both officers will assume a joint command status.
- (b) In those circumstances where the absent supervisor/officer returns and performs in his full capacity, the out of rank officer will not be paid at the higher rank for those days.
- (c) In those circumstances where the out of rank officer performs in the full function of the higher rank, he will be paid at the higher rank.

ARTICLE XXII

LONGEVITY

Section 1. Except as provided below, each employee shall be paid, in addition to their current annual wage, a longevity increment based on their years of continuous employment with the Police Department in accordance with the following schedule:

Years of Service	Increment of Base Pay
Upon completion of Three (3) Years of Service.	2%
Upon Completion of Five (5) Years of Service	4%
Upon completion of Nine (9) Years of Service	6%
Upon Completion of Twelve (12) Years of Service	8%
Upon Completion of Fifteen (15) Years of Service	10%

Employees hired after January 1, 2014 shall be paid longevity based upon the following schedule:

Years of Service	Increment of Base Pay
Upon completion of five [5] Years of Service.	2%
Upon Completion of Ten (10) Years of Service	4%
Upon completion of Fifteen (15) Years of Service	6%
Upon Completion of Eighteen (18) Years of Service	8%
Upon Completion of Twenty (20) Years of Service	10%

Employees hired on or after January 1, 2018 shall no longer receive separate longevity but, rather, longevity shall become part of the base pay and set forth on the attached wage schedule for such officers.

Section 2. Each Officer of the Police Department shall qualify for the longevity increment on the date of the anniversary of their employment and such increment shall be paid from and after such date.

Section 3. In computing any overtime pay which may become due to any such Police Officer, only the annual wage shall be used.

ARTICLE XXIII

OUTSIDE EMPLOYMENT

The policy contained in the Township Employee Handbook concerning outside employment shall be incorporated in this Agreement. The policy is attached hereto.

ARTICLE XXIV
TERMINAL LEAVE

Section 1

Only those Employees who were employed with the Township before May 21, 2010, are eligible for the terminal leave benefit provided under this article. Pursuant to N.J.S.A. 40A:9-10.4 (L.2010, c.3, §2), and any subsequent amendments thereto, employees hired on or after May 21, 2010, are capped at a maximum of \$15,000 in supplemental compensation for unused, accrued sick leave upon retirement.

Section 2

Eligible Employees who retire or are disabled and pensioned under the New Jersey Police and Fireman Pension System shall be entitled to terminal leave from such accrued leave as set forth and provided in Article V, Section 1 of this agreement. This benefit may be taken as pay.

Section 3

Eligible employees may receive payment as terminal leave for the amount of unused sick leave accrued, up to maximum of 1040 hours. Terminal leave shall be deducted for each working day prior to retirement, unless the laws of the State of New Jersey permit a lump sum payment in lieu thereof, in which case the employee shall have the option of selecting the method under which he or she is entitled under the Article. Employees may elect one of the following options to receive payment for accrued, unused sick leave:

- A. Lump-Sum Option: If an employee opts for a lump sum payment, he or she may elect to receive the payment based on the following disbursement schedule:

1. Payment shall be made upon retirement and/or the first pay period in January of any of the 3 successive years up to a maximum of 4 payments.
 2. Prior to his or her retirement date, the employee shall designate the payment schedule and percentage of each payment. This designation is final and cannot be changed.
 3. In the event of death, the disbursement schedule shall be deemed abandoned and any balance due shall be payable to the employee's legal beneficiary for immediate disbursement.
- B. Installment Option: An employee electing the installment option may sell back accrued, unused sick leave, up to a maximum of 1040 hours, over the last 3 years of the employee's career prior to retirement. Employees may deposit these funds into annuity accounts opened by the employee and administered by the Township.
- C. Notwithstanding the foregoing, the terms of the stipulation of the settlement reached in Township of Toms River and PBA Local #137, PERC No. AR-2020-158 (R. Petrick) shall be extended to apply to officers who retire on or before March 31, 2022.

ARTICLE XXV

MAINTENANCE OF OPERATIONS

Section 1. It is recognized that the need for continued and uninterrupted operation of the Township Departments and Agencies is of paramount importance to the citizens of the community, and that there should be no interference with such operation.

Section 2. The Union covenants and agrees that during the term of this agreement neither the Union nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in, any strike (i.e., the concerted failure to report for duty, or willful absence of an Employee from

their position, or stoppage of work or abstinence in whole or in part from the full, faithful and proper performance of the Employee's duties of employment), work stoppage, slowdown, walkout or other job action against the Township

Section 3. The Union agrees that it will make every reasonable effort to prevent its members from participating in any strike, work stoppage, slowdown or other activity aforementioned including, but not limited to, publicly disavowing such action and directing all such members who participate in such activities to cease and desist from same immediately and to return to work, along with other such steps as may be necessary under the circumstances, and to bring about compliance with its order.

Section 4. In the event of a strike, slowdown, walk-out or job action, it is covenanted and agreed that participation in any such activity by a member of the Department shall entitle the Township to take appropriate disciplinary action including the possibility of discharge in accordance with applicable law.

Section 5. Nothing contained in this agreement shall be construed to limit or restrict the Township in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such a breach by the Union or members of the Department.

ARTICLE XXVI

EDUCATIONAL INCENTIVE

Section 1. It is understood and agreed by and between the parties, however, that each Employee must have a minimum of two (2) years of service with the Township of Toms River before they shall be entitled to receive any payment under this educational incentive plan.

It is still further agreed by the parties that those Employees who receive payment for college degrees under this plan shall receive said payments annually, but these payments shall not be used in the computation of longevity or overtime payments, or for the computation of pension.

Section 2. For those members of the Department who have received certain college credits and who have obtained expertise and knowledge through service to the Community and attendance at Police Training Schools, the following tables shall be implemented:

(a) Members who have served on the Township of Toms River Police Department for at least seven and one-half (7 1/2) years, and have a minimum of ten (10) college credits in job related courses, shall be entitled to one (1) lump sum payment in the amount of Five Hundred (\$500.00) Dollars which shall not be paid annually thereafter and shall not be added to base salary for computation of longevity, overtime or pension.

(b) Those members who have served on the Township of Toms River Police Department for at least fifteen (15) years and have a minimum of fifteen (15) college credits in job related courses shall be entitled to one (1) lump sum payment in the amount of One Thousand (\$1,000.00) Dollars which shall not be paid annually thereafter and shall not be added to base salary for computation of longevity, overtime or pension.

(c) The Township Committee of the Township of Toms River shall have the right to review and make the necessary determination concerning the job relationship of college credits earned by Employees.

Section 3. The parties further agree that no Employee shall be entitled to both the educational incentive payment and the lump sum payment for college credits earned and expertise obtained through service to the community. Nothing in this Section, however, shall preclude an Employee from hereafter participating in the college degree portion of the educational incentive plan, and any payment received thereunder shall be in addition to the lump sum payment portion of the aforesaid plan.

ARTICLE XXVII

UNION RIGHTS

Section 1. The Township agrees to furnish to Union, in response to its requests all available information within the public domain.

Section 2. The Union, and its representatives shall have the right to use Township buildings at all reasonable hours for meetings. The Business Administrator of the Township shall be notified in advance of the time and place of all such meetings. This right shall be upon approval of the Township; such approval shall not be unreasonably denied.

Section 3. The Union, shall have the right to use Township facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Union, shall pay for the reasonable costs of all materials and supplies incident to such use.

Section 4. The Union's right to use the Township facilities and equipment under this Section shall be upon permission of the Township; such permission shall not be unreasonably withheld.

ARTICLE XXVIII
SAVINGS CLAUSE

Section 1. 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 provisions shall be inoperative, but will be renegotiated by the parties if a legal mechanism can be utilized to effectuate the parties' intent. All other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XXIX
DURATION

Section 1. The term of this agreement shall be from January 1, 2022 through December 31, 2025.

ARTICLE XXX
DEPARTMENTAL INVESTIGATIONS

In an effort to insure that departmental investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:

1. The interrogation of a member of the Department shall be at a reasonable hour, preferably when the member of the Department is on duty, unless the exigencies of the investigation dictate otherwise.
2. The interrogations shall take place at a location designated by the Chief of Police. Usually it will be at the Police Headquarters or the location where the incident allegedly occurred.
3. The member of the Department shall be informed of the nature of the investigation before any interrogation commences. Sufficient information to reasonably apprise the members of the allegations should be provided. If it is known that the member of the Department is being interrogated as a witness only, they should be so informed at the initial contact.
4. The questioning shall be reasonable in length. Fifteen (15) minutes time shall be provided for personal necessities, meals, telephone calls, and rest periods at the end of every two (2) hours.
5. The member of the Department shall not be subject to any offensive language, nor shall they be threatened with transfer, dismissal or other disciplinary punishment. No promise of reward shall be made as an inducement to answering questions.
6. At every stage of the proceedings, the Department shall afford an opportunity for members of the Department, if they so request, to consult with counsel and/or their representative before being questioned concerning a violation of the rules and regulations during the interrogation of a member of the Department, which shall not delay the interrogation beyond one (1) hour for consultation with their Union representative.

7. In cases other than departmental investigations, if an officer is under arrest or if they are a suspect or the target of a criminal investigation, they shall be given their rights pursuant to the current decisions of the United States Supreme Court.
8. Nothing herein shall be construed to deprive the Department or its Officers of the ability to conduct the routine and daily operations of the Department.
9. Under no circumstance shall the Employer offer or direct the taking of a polygraph and/or a voice stress analysis examination for any Employee covered by this agreement.

ARTICLE XXXI

CRITICAL INCIDENT STRESS UNIT

Crisis Intervention Program

The PBA and the Township recognize that the unique nature of law enforcement services often expose personnel to traumatic incidents and occurrences, which may be dangerous and damaging to the psychological health of employees. Acknowledging that such incidents may adversely affect the health and welfare of its employees, a crisis intervention program is designed to address such public health concerns precipitated by traumatic incidents.

“Critical incident” refers to any of the following:

1. An event involving the firing of a weapon or an exchange of gunfire.
2. Serious bodily injury to or the death of a juvenile.
3. A hostage situation.
4. Injury or death of an associate law enforcement officer.
5. A terrorist act.

6. Severe personal injury in the line of duty.
7. A severe emotional or psychologically stressful event deemed traumatic by the Chief of Police.

If deemed necessary by either party, the Union and the Township agree to meet to discuss establishment of an appropriate Crisis Intervention policy. Participation in this program shall be at the sole discretion and option of the employee.

ARTICLE XXXII

COMPENSATORY TIME

Section 1. Overtime duty shall be compensated in money payment at the rate of time and one-half. Provided, however, that the employee may elect to receive compensatory time off at the rate of time and one-half in lieu of overtime.

Section 2. The township shall not discriminate in offering overtime assignments to any employee on account of any employee's willingness or unwillingness to accept compensatory time off or money payment, nor shall the township attempt to influence any employee's election to receive compensatory time off or money payment.

Section 3. Compensatory time off shall be administered, scheduled, and made available in the same fashion as vacation is administered, scheduled, and made available.

Section 4. An employee shall be permitted to accumulate a total of one hundred eighty (180) hours compensatory time off. Any election to receive overtime payment in the form of compensatory time off in excess of the said one hundred eighty (180) hours shall be disregarded by the township and the employee shall be paid in money for such time.

Section 5. Should any employee accumulate over 180 hours of compensatory time for any reason, and the Township desires to reduce this amount by either payment or time off, any reduction shall first be discussed with the employee and a reasonable reduction timetable shall be implemented.

Section 6. Compensatory time off must be taken as time off by the employee within twelve (12) months after it was credited. Failure to so use such time shall result in its forfeiture, provided however, that if the said time cannot be taken as time off because of the denial of its use by the township, the said time shall not be forfeited by, but paid in money on the next pay date regularly scheduled following the employee's demand for same.

ARTICLE XXXIII

SURVIVOR BENEFITS

Section 1. Upon the death of a Police Officer any accrued benefits earned shall be paid to their spouse or children or to the estate of said Police Officer if required by law.

Section 2. The Township shall continue at its expense to provide full medical benefits to the surviving spouse (and dependents, if applicable) upon the death of an active or retired employee at the same level until the spouse remarries or obtains Medicare coverage. The provisions of this Section 2 shall apply to survivors of officers who were receiving medical benefits from the Township or officers who "opted out" of Township coverage and were receiving benefits from another source.

ARTICLE XXXIV
DIRECT DEPOSIT OF PAYCHECKS

The parties agree that the Township shall directly deposit the employee's paycheck into the bank account of the employee's choice. This benefit shall be subject to the following:

- A. All payroll direct deposits into individual employee accounts are contemplated to be credited on 9:00 a.m. on each applicable Friday payday.
- B. The Township may deposit funds or otherwise issue pay checks earlier at its discretion.

ARTICLE XXXV
OFFICERS KILLED IN LINE OF DUTY – ACCRUED BENEFITS

1. Upon the death of a Police Officer any accrued benefits earned shall be paid to their spouse or children or to the estate of said police officer. Benefits shall include all unused accumulated time, vacation, sick, compensatory, holiday, etc.
2. Upon the death of a police officer the Township agrees to immediately pay the family of said officer a sum of \$10,000 to assist with funeral expenses.
3. The Township will work in conjunction with the Union to insure that the family of any Officer killed in the line of duty shall receive any and all benefits to which they are entitled. This shall include but is not limited to any local, county, state or federal benefits.
4. Upon a line of duty death, the Township shall agree to provide college funding for the surviving children of said officer. The surviving children shall attend the college of their choice however the Township shall fund

the amount up to the amount to attend a NJ state college. Rates shall be based upon the tuition, fees, and board as set by Ocean County College or Kean University.

5. Upon a line of duty death, the Township shall assign a staff officer as a point of contact for the surviving officer to coordinate funeral arrangements and benefits. Additionally, a patrol officer shall be assigned to assist the family until internment.
6. Upon a line of duty death, the Township / Department shall coordinate a full police funeral with honors unless otherwise decided by the family. The department shall coordinate with unions and civic groups to fund the funeral beyond normal burial costs.

ARTICLE XXXVI

RETIRED BADGES

The Township by ordinance shall arrange for the presentation of the Officer's badge upon his retirement.

ARTICLE XXXVII

MILITARY LEAVE

The Township policy contained in the Township Employee Handbook concerning Military Leave shall be incorporated in this Agreement.

ARTICLE XXXVIII
EXPIRATION OF AGREEMENT/NEGOTIATIONS FOR SUCCESSOR
AGREEMENT

Expiration of Contract— Upon the expiration of this contract, if no successor MOU has been executed, the Township shall have the right to withhold temporarily future increases such as longevity, salary guide adjustments and unpaid salary percentage increases subject to the following conditions: the withholding shall commence (1) no sooner than 6 months after expiration of this contract unless the parties agree otherwise (2) only if the parties are negotiating in good faith (3) all such temporary withholdings shall be prospective only and (4) all such temporary withholdings shall be paid retroactively to the date of the new contract when implemented.

ARTICLE XXXIX
RETIRED OFFICERS

Section 1. Employees retiring on or after January 1, 2022 must participate in an exit interview with the Personnel Division for the mutual exchange of information pertinent to retirement. This interview may take place during the retiring employees work hours.

Section 2. Twice-Annually, the Personnel Division shall conduct a census of all retired employees to ensure that the retiree's information maintained by the Township is current and accurate. The census shall be recorded on an official form (constructed jointly by the Township and the Union), which qualified employees shall complete in a timely manner. The Township shall exhaust all means of contact with any retired employee prior to any changes to health benefits, including: no less than 2 email communications with the retiree, a mailed request for information, a certified/registered mailing requesting information, no less than 2 phone calls to the retiree, attempted phone contact with the retiree's emergency contacts and lastly – contact with the PBA 137 President to attempt contact with the retiree.

Section 3. Retired employees, or their legally-authorized agents, must promptly notify the Township via email or in writing, of any changes to the information provided on the retiree census for or any change in circumstance effecting eligibility for Township provided health coverage.

ARTICLE XL
COMPLETENESS OF AGREEMENT

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

IN WITNESS WHEREOF, the parties have, by their duly authorized representatives, set their hands and seals this _____ day of January, 2022.

TOWNSHIP OF TOMS RIVER

By: _____

Mayor

Attest:

M. Crowley
Township Clerk

NEW JERSEY STATE
POLICEMEN'S BENEVOLENT
ASSOCIATION, INC. LOCAL #137

By: _____

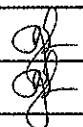
Kenneth J Thomas Jr. President

Attest:

APPENDIX

Schedule A -	Sick Leave Bank/Loans – Employee Handbook
Schedule B -	Bereavement Leave – Employee Handbook
Schedule C -	Summary of Medical Plans (Spreadsheet of Plans)
Schedule D -	Salary Scales
Schedule E -	Special Duty/Secondary Employment Policy
Schedule F -	Military Leave Policy – Employee Handbook

SCHEDULE A
SICK LEAVE BANK

VOLUME TITLE:	Effective Date:	Revision Date	Page #	Section	Approved	Volume
Paid and Unpaid Time Off Policies	June 1, 2010					V3
	# Pages	March 2014				Chapter
SUBJECT:	2					C4
Sick Leave	Reference					
	V3 C4					
ISSUING AUTHORITY:	Evaluation Date:	September 2016				
Township Administration						

V3 C4 -- SICK LEAVE POLICIES

- A. Eligibility/Amount.** All permanent full-time employees shall be granted sick leave with pay for one working day for each month of service during the remainder of the first calendar year of service. Thereafter, employees hired on or before December 31, 2013, shall receive 15 sick days for every calendar year of service, and employees hired on or after January 1, 2014, shall receive 12 sick days for every calendar year of service. Employees employed on a part-time or seasonable basis are not eligible for sick leave.
- B. Accrual.** The amount of sick leave not taken shall accumulate from year to year and employees shall be entitled to such accumulated sick leave when needed.
- C. Permissible Use of Sick Leave.** The term "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 family who is ill.
- D. Doctor's Note Required.** Acceptable medical documentation substantiating an employee's illness is required in the following circumstances before the employee resumes work. If the required documentation is not provided, the employee will not be permitted to return to work and will not be paid for the additional time missed.

1. Absence due to illness for three or more consecutive days
2. Absent due to illness the day before or after an official holiday
3. Absent due to illness the day before or day after a scheduled leave
4. Absent due to illness on three consecutive Mondays or Fridays
5. Any absence which, as determined by the Business Administrator or Department Head, gives the appearance that sick leave is being misused.

E. Abuse of Sick Leave. Abuse or misuse of sick leave is grounds for discipline up to and including termination.

F. Notification. An employee who does not expect to report to work on any working day because of personal illness or for any of the permissible reasons set forth above must notify his or her immediate supervisor or Department Head with as much advance notice as reasonably practical under the circumstances.

G. Medical Examination/Certification of Fitness. The Township reserves the right to have any employee reported or reporting as ill or sick to be examined by a physician designated by the Township. The Township may require any employee who has been off duty for a longer continuous period than 10 days to furnish the Township with a physician's certificate that the employee is physically fit and able to resume his or her duties, and the Township shall also have the right to have such employee examined physically by a physician of his or her own choice to determine whether not he or she may resume duties and employment.

H. Sick Leave Bank. The Township maintains a sick leave bank, administered by the Department of Human Resources, to which employees may donate a maximum of 10 sick days annually for use by other employees who, because of catastrophic or prolonged illness, have exhausted their own accrued sick leave and require additional time. Employees seeking to donate to or draw from this sick leave bank should submit a written request to the Director of Human Resources. Employees who draw from the sick leave bank are not required to pay back the loaned days from future accrued time.

I. Sick Leave Buy Back. Employee's eligibility to participate in this program shall be calculated as of December 31st of the previous year and each succeeding December 31st thereafter through the life of the applicable bargaining agreement. In order to participate in this program, an employee must fill out a form and return it to the Division of Human Resources no later than March 31st of the current year. Payment for sick days sold back to the Township will be made by July 31st of the current year.

Union employees are governed by their collective bargaining agreements and should refer to their contract for further information.

CONFIDENTIAL EMPLOYEES

Full time permanent employees shall have an option to sell back accumulated sick leave to the Township provided the employee has maintained a sick leave bank of 100 days.

Days Accrued	Days to Sell Back	Percent of Wage
100 – 169	up to 25	80.0%
170 +	up to 30	82.5%
200 +	up to 35	82.5%

- J. Payment Upon Retirement.** Employees hired on or after January 1, 2014, are not permitted to receive payment upon retirement for accumulated, unused sick leave. Employees employed before that date may be eligible depending on their date of hire, position, length of service, and other legal restrictions to receive payment upon retirement for accumulated, unused sick leave. Payment will be for the amount of unused sick leave or \$15,000, whichever is less. Confidential employees should refer to Township Policy for eligibility; all other employees should consult Section 104(5) (J) (3) of the Township Code for more information on this subject. Questions regarding this issue can also be submitted to the Department of Human Resources.
- K. Separation from Employment.** No employee who voluntarily resigns without proper notification (see V1C18) or whose services are terminated shall receive payment for any accumulated, unused sick leave.

SCHEDULE B
BEREAVEMENT LEAVE

Township of Toms River

RULES AND REGULATIONS / POLICIES AND PROCEDURES

VOLUME TITLE:	Effective Date:	Revision Date	Page #	Section	Approved	Volume
Paid and Unpaid Time Off Policies	June 2, 2010					V3
	# Pages					Chapter
SUBJECT:	1					C5
Bereavement Policy	Reference					
	V3 C5					
ISSUING AUTHORITY:	Evaluation Date:	March 2014				
Township Administration						

• **Bereavement Policy:**

In the event of death of an immediate family member, employees may be granted three days of leave in order to attend services. Granting of leave is subject to approval by the Department Head. Immediate family include a spouse or significant other, civil union partner, children, parent, stepchild, sibling, grandparents, daughter-in-law, son-in-law, grandchildren, niece, nephew, uncle, aunt, or any person related by blood or marriage residing in an employee's household. If the funeral is more than 100 miles outside the State of New Jersey, the employee may be granted up to five days bereavement leave, subject to the approval from the Business Administrator.

SCHEDULE C
SUMMARY OF MEDICAL PLANS

Mental Health Services and Substance Abuse Services									
Inpatient	100%	60% after deductible	100%	80% after deductible	100% after \$250 copay per admission	100%	80% after deductible	100%	\$150 copay per admission after deductible
Outpatient department	100%	60% after deductible	100%	80% after deductible	100%	100% after \$15 copay	80% after deductible	100%	100% after deductible
Office setting	100% after Office copay	60% after deductible	100% after \$10 copay	80% after deductible	100% after \$40 copay	100% after \$15 copay	100% after \$30 copay	100% after \$5 copay	100% after \$10 copay
Alcohol Abuse Services									
Inpatient	100%	60% after deductible	100%	80% after deductible	100% after \$250 copay per admission	100%	80% after deductible	100%	\$150 copay per admission after deductible
Outpatient department	100%	60% after deductible	100%	80% after deductible	100%	100% after \$15 copay	80% after deductible	100%	100% after deductible
Office setting	100% after Office copay	60% after deductible	100% after Office copay	80% after deductible	100% after \$40 copay	100% after \$15 copay	100% after \$30 copay	100% after \$5 copay	100% after \$10 copay
Other Services									
Bariatric Surgery	100%	60% after deductible	100%	80% after deductible	100%	100%	80% after deductible	100%	\$150 copay per admission after deductible
Diabetic Education	100%	60% after deductible	100% after Office copay	80% after deductible	100% after copay	100% after Office copay	100% after Office copay	100% after \$5 copay Office visit	100% after \$10 copay Office visit
Diabetic Supplies	100%	60% after deductible	100%	80% after deductible	100%	100%	100%	100%	100%
Durable Medical Equipment	100%	60% after deductible	100%	80% after deductible	100%	100%	80% after deductible	100%	100%
Orthotics and Prosthetics (Per NJ mandate)	100%	60% after deductible	100% after Office copay	80% after deductible	100% after \$20 copay	100% after \$5 copay	100% after \$20 copay	100% after \$5 copay	100% after \$10 copay
Home Health Care	100%	60% after deductible 100 visits maximum	100%	80% after deductible	100% Limit 60 visits per calendar year if pre-approved	100% after \$5 copay	100% after \$5 copay	100%	100%
Hospice Care	100%	60% after deductible	100% Unlimited	80% after deductible	100%	100%	\$150 copay per admission	100%	100%
Infertility (including in-vitro fertilization)	100% after Office copay Limited to 4 egg retrievals per lifetime	60% after deductible	100% after Office copay Limited to 4 egg retrievals per lifetime	80% after deductible	100% after copay Office setting 100% Outpatient Facility Limited 4 egg retrievals per lifetime	100% after \$15 copay Office setting & Outpatient Facility Limited to 4 egg retrievals per lifetime	100% after \$30 copay Office setting 80% after deductible Outpatient Facility	100% after \$5 copay Office visit 100% Outpatient Facility Limited to 4 egg retrievals per lifetime	100% after \$10 copay Office visit 100% after deductible Outpatient Facility
Private Duty Nursing	100%	60% after deductible 30 visit maximum per benefit period	100%	80% after deductible Limited to 30 visits per benefit period (8-hour shifts)	100%	100%	80% after deductible Limited to 30 visits per benefit period (8-hour shifts)	100%	100% after deductible Limited to 30 visits per benefit period (8-hour shifts)
Short-term Therapies: Physical, Occupational, Speech, Respiratory	100%	60% after deductible 30 visit maximum per therapy per benefit period	100% after Office copay 90 visit maximum per therapy per benefit period	80% after deductible	100% after \$20 copay 30 visit maximum per therapy per benefit period	100% after \$15 copay 30 visit max per therapy per benefit period	100% after \$30 copay	100% after \$5 copay Office visit 100% Outpatient Facility 30 visit max per therapy per benefit period	100% after \$10 copay Office visit 100% after deductible Outpatient Facility
Skilled Nursing Facility/Extended Care Center	100%	60% after deductible 100 days maximum 60 days maximum	100% Limited to 100 days per benefit period	80% after deductible Limited to 60 days per benefit period	100% Limited to 100 days per benefit period	\$150 Copay per admission	80% after deductible	100%	\$150 copay per admission after deductible Limited to 100 days per benefit period
Therapeutic Manipulation (Chiropractic Care)	100%	60% after deductible 25 visit maximum per benefit period	100% after Office copay 60 visit maximum per benefit period	80% after deductible	100% after \$20 copay 25 visit maximum per benefit period	100% after \$15 copay 25 visit max per benefit period	100% after \$30 copay	100% after \$5 copay Office visit 25 visit max per benefit period	100% after \$10 copay Office visit
Vision - Routine Eye Exam / Hardware	100%	60% after deductible Limit 1 Eye Exam & 1 Vision Survey per Benefit Period Hardware coverage limited to \$50 in a two year benefit period	100% after Office copay Hardware reimbursement - \$50 in a 2 calendar year period	80% after deductible	Routine Exam - 100% after \$40 copay Hardware - \$50 every two years	Exam - 100% after \$15 copay Hardware - Not Covered	Exam - 100% after \$30 copay Hardware - Not Covered	Adult: 100% after \$5 copay office visit Hardware Not Covered Routine Pediatric Vision Covered 1/year Pediatric Hardware: Up to \$125 every 1 year	Adult: 100% after \$10 copay office visit Hardware Not Covered Routine Pediatric Vision Covered 1/year Pediatric Hardware: Up to \$125 every 1 year
Prescription Drugs	Covered under Freestanding Rx Plan		Reimbursement of Freestanding Rx copay eligible 80% after deductible		Covered under Freestanding Rx Plan	Covered under Freestanding Rx Plan		Covered under Freestanding Rx Plan	

This summary highlights the major features of your health benefit program. It is not a contract and some limitations and exclusions may apply. Payment of benefits is subject solely to the terms of the contract.
 * Tier 1 Ded/MOOP accommodates to Tier 2 Ded/MOOP but Tier 2 Ded/MOOP does not accommodate to Tier 1 Ded/MOOP. Once Tier 2 Ded/MOOP has been met, Tier 1 will also have been met.

SCHEDULE D
SALARY SALARIES

Toms River PBA Local 137
Pay Scale for Officers Hired before January 1, 2011

	2021 Salary	2022 2% Raise	2022 Salary	2023 2% Raise	2023 Salary	2024 2% Raise	2024 Salary	2025 2% Raise	2025 Salary
13-24 Months	67,209.60	1,344.19	68,533.79	1,371.08	69,904.87	1,398.10	71,302.97	1,426.06	72,729.03
25-36 Months	78,126.92	1,562.54	79,689.46	1,593.79	81,283.25	1,625.66	82,908.92	1,658.18	84,567.10
37-48 Months	89,044.25	1,780.88	90,825.13	1,816.50	92,641.63	1,852.83	94,494.46	1,889.89	96,384.35
49-60 Months	99,961.56	1,999.23	101,960.79	2,039.21	104,000.00	2,080.00	106,080.00	2,121.60	108,201.60
61-72 Months	110,878.89	2,217.58	113,096.47	2,261.93	115,358.40	2,307.17	117,665.57	2,353.31	120,018.88
73-228 Months	131,511.50	2,630.23	134,141.73	2,682.83	136,824.57	2,735.49	139,561.06	2,791.22	142,352.28
Corporal & Detective	141,733.72	2,834.67	144,568.39	2,891.27	147,459.76	2,949.19	150,408.95	3,008.18	153,417.13
Safety Officer & Senior Detective (Det First Grade)	148,567.20	2,971.34	151,538.54	3,030.77	154,569.31	3,091.38	157,660.70	3,153.21	160,813.91

Toms River PBA Local 137
Pay Scale for Officers Hired between January 1, 2011 – December 31, 2017

	2021 Salary	2022 2% Raise	2022 Salary	2023 2% Raise	2023 Salary	2024 2% Raise	2024 Salary	2025 2% Raise	2025 Salary
Academy 1A	47,321.30	946.43	48,267.73	965.35	49,233.08	984.66	50,217.74	1,004.35	51,222.09
Academy Graduate 1B	53,516.84	1,070.33	54,587.18	1,091.74	55,678.91	1,113.58	56,792.49	1,135.85	57,928.34
Step 2 1-12 Months	59,366.94	1,187.34	60,554.28	1,211.08	61,765.36	1,235.31	63,000.67	1,260.01	64,260.68
Step 3 13-24 Months	66,788.10	1,335.76	68,123.86	1,362.48	69,486.34	1,389.73	70,876.07	1,417.52	72,293.59
Step 4 25-36 Months	74,984.15	1,499.68	76,483.83	1,529.68	78,013.51	1,560.27	79,573.78	1,591.48	81,165.26
Step 5 37-48 Months	83,179.02	1,663.58	84,842.60	1,696.85	86,539.45	1,730.79	88,270.24	1,765.40	90,035.64
Step 6 49-60 Months	91,373.88	1,827.48	93,201.36	1,867.95	95,069.31	1,905.31	96,974.62	1,943.41	98,918.03
Step 7 61-72 Months	99,569.93	1,991.40	101,561.33	2,031.22	103,592.56	2,071.85	105,664.41	2,113.29	107,777.70
Step 8 73-84 Months	107,764.80	2,155.30	109,920.10	2,198.40	112,118.50	2,242.37	114,360.87	2,287.22	116,648.09
Step 9 85-96 Months	115,960.85	2,319.22	118,280.07	2,365.60	120,645.67	2,412.91	123,058.58	2,461.17	125,519.75
Step 10 97-108 Months	124,155.72	2,483.11	126,638.83	2,532.77	129,171.61	2,583.43	131,755.04	2,635.10	134,390.14
Step 11 109-228 Months	131,511.50	2,630.23	134,141.73	2,682.83	136,824.56	2,736.49	139,561.05	2,791.22	142,352.27
Step 12 Corporal & Detective	141,733.72	2,834.67	144,568.39	2,891.27	147,459.76	2,949.19	150,408.95	3,008.18	153,417.13
Safety Officer & Senior Detective (Det First Grade)	148,567.20	2,971.34	151,538.54	3,030.77	154,569.31	3,091.38	157,660.70	3,153.21	160,813.91

Toms River PBA Local 137

Pay Scale for Officers Hired between January 1, 2018 – December 31, 2021

	2021 Salary	2022 2% Raise	2022 Salary	2023 2% Raise	2023 Salary	2024 2% Raise	2024 Salary	2025 2% Raise	2025 Salary
Academy 1A	47,321.30	946.43	48,267.72	965.35	49,233.08	984.66	50,217.74	1,004.35	51,222.09
Academy Graduate 1B	53,516.84	1,070.33	54,587.18	1,091.74	55,678.92	1,113.58	56,792.50	1,135.85	57,928.35
Step 2 13-24 Months	59,366.94	1,187.34	60,554.28	1,211.08	61,765.36	1,235.31	63,000.67	1,260.01	64,260.68
Step 3 25-36 Months	66,788.10	1,335.76	68,123.86	1,362.48	69,486.34	1,389.73	70,876.07	1,417.52	72,293.59
Step 4 37-48 Months	74,984.15	1,499.68	76,483.83	1,529.68	78,013.51	1,560.27	79,573.78	1,591.48	81,165.26
Step 5 49-60 Months	83,179.02	1,663.58	84,842.60	1,696.85	86,539.45	1,730.79	88,270.24	1,765.40	90,035.64
Step 6 61-72 Months	93,201.36	1,864.03	95,065.39	1,901.31	96,966.70	1,939.33	98,906.03	1,978.12	100,884.15
Step 7 73-84 Months	101,560.88	2,031.22	103,592.10	2,071.84	105,663.94	2,113.28	107,776.67	2,155.53	109,932.20
Step 8 85-96 Months	109,920.10	2,198.40	112,118.50	2,242.37	114,360.87	2,287.22	116,648.09	2,332.96	118,981.05
Step 9 97-108 Months	118,280.06	2,365.60	120,645.67	2,370.33	123,058.58	2,417.73	125,519.75	2,466.09	128,030.15
Step 10 109-120 Months	126,638.84	2,532.77	129,171.62	2,583.43	131,755.05	2,635.10	134,390.15	2,687.80	137,077.95
Step 11 121-228 Months	136,771.96	2,735.44	139,507.40	2,790.15	142,297.55	2,845.95	145,143.50	2,902.87	148,046.37
Step 12 Corporal & Detective	150,237.75	3,004.75	153,242.50	3,064.85	156,307.35	3,126.15	159,433.50	3,188.67	162,622.17
Safety Officer & Senior Detective (Det First Grade)	157,481.23	3,149.62	160,630.85	3,212.62	163,843.47	3,276.87	167,120.34	3,342.40	170,462.75

Toms River PBA Local 137

Pay Scale for Officers Hired on or after January 1, 2022

	2022 Salary	2023 2% Raise	2023 Salary	2024 2% Raise	2024 Salary	2025 2% Raise	2025 Salary
Academy 1A	47,321.30	946.42	48,267.72	965.35	49,233.08	984.66	50,217.74
Academy Graduate 1B	53,516.84	1,070.33	54,587.18	1,091.74	55,678.92	1,113.58	56,792.50
Step 2 13-24 Months	59,366.94	1,187.34	60,554.28	1,211.08	61,765.36	1,235.31	63,000.67
Step 3 25-36 Months	66,788.10	1,335.76	68,123.86	1,362.48	69,486.34	1,389.73	70,876.07
Step 4 37-48 Months	74,984.15	1,499.68	76,483.83	1,529.68	78,013.51	1,560.27	79,573.78
Step 5 49-60 Months	83,179.02	1,663.58	84,842.60	1,696.85	86,539.45	1,730.79	88,270.24
Step 6 61-72 Months	93,201.36	1,864.03	95,065.39	1,901.31	96,966.70	1,939.33	98,906.03
Step 7 73-84 Months	101,560.88	2,031.22	103,592.10	2,071.84	105,663.94	2,113.28	107,776.67
Step 8 85-96 Months	109,920.10	2,198.40	112,118.50	2,242.37	114,360.87	2,287.22	116,648.09
Step 9 97-108 Months	118,280.06	2,365.60	120,645.67	2,370.33	123,058.58	2,417.73	125,519.75
Step 10 109-120 Months	126,638.84	2,532.77	129,171.62	2,583.43	131,755.05	2,635.10	134,390.15
Step 11 121-228 Months	136,771.96	2,735.44	139,507.40	2,790.15	142,297.55	2,845.95	145,143.50
Step 12 Corporal & Detective	150,237.75	3,004.75	153,242.50	3,064.85	156,307.35	3,126.15	159,433.50
Safety Officer & Senior Detective (Detective First Grade)	157,481.23	3,149.62	160,630.85	3,212.62	163,843.47	3,276.87	167,120.34

SCHEDULE E

SPECIAL DUTY / SECONDARY EMPLOYMENT

TOMS RIVER POLICE DEPARTMENT POLICY & PROCEDURE			
VOLUME: 1	CHAPTER: 25	# OF PAGES: 6	
SUBJECT: SPECIAL DUTY / SECONDARY EMPLOYMENT			
EFFECTIVE DATE: 5/23/2012		ACCREDITATION STANDARDS: 22.3.5	
BY THE ORDER OF: Chief Michael G. Mastronardy			

PURPOSE: To establish a procedure for the efficient and orderly delivery of contracted police related services for a person or entity other than the Township; service, which the police department is not obligated or expected to provide or does not normally provide as part of its regular plan of police services and to provide procedures for notifying the department for employees seeking secondary employment.

POLICY: The Township shall allow officers to engage in Special Duty employment on a voluntary basis. In order to insure that Special Duty employment assignments are administrated and conducted in accordance with all applicable laws, ordinances, written directives and prevailing opinions (Attorney General, Section of Pensions, Department of Labor, etc.), the Chief of Police shall designate an employee of the department to act as administrator of the extra-duty employment assignments. Furthermore, employees seeking secondary employment shall notify the department of such secondary employment.

PROCEDURE:

I. General Guidelines

- A. Special Duty is voluntary duty off duty employment. Pursuant to Chapter 50 of the Code of Toms River, at all times during Special Duty employment police officers shall be considered to be in the employment of the Township of Toms River.
- B. Secondary Employment- any non-law enforcement related off-duty employment that will not require the use or potential use of law enforcement powers by the off-duty officer.
- C. Conflict – Any employment that might involve real or apparent conflict of interest that brings or tends to bring discredit to the Department is prohibited.
- D. Department Associated – Any employment that gives the impression that it is an official act or represents an official act of the Department without the authorization of the Chief of Police is prohibited.
- E. Interference with Police Duties – Any employment that would be inconsistent with responsibilities as an employee of the Toms River Police Department is prohibited.
- F. Chief's Judgment – The Chief of Police shall be the sole judge of any conflict of interest concerning such employment.
- G. Eligibility to Work – Officers are not eligible for Special Duty until after they are released to Phase III of the FTO program and have written authorization from the Chief of Police.
- H. Leave – All employees on sick leave, suspended, light duty or O. J. I. are prohibited from engaging in other employment without prior approval of the Chief of Police. Employees on vacation, terminal leave, paid holiday, compensatory time or personal days are not affected by this section.
- I. User Escrow Account – All users of Special Duty employment services of police officers of the Toms River Police Department must have deposited funds on account with the Township of Toms River sufficient to pay the officer and associated costs prior to the officer working the assignment.

II. Administration Requirement

- A. All employees wishing to work secondary employment, outside of the Township Special Duty assignment, must request permission from the Chief of Police. The employee must file an administrative report to the Chief. The report shall include the following information:
 - 1. Type of work or duties to be performed.
 - 2. Name and address of employer.
 - 3. Planned work schedule.
- B. All employees requesting work through the township authorized Special Duty shall sign up on the forms provided on the bulletin board in the Watch Commanders office.
- C. The Chief of Police has the authority to restrict, revoke or deny permission for any Special Duty and/or secondary employment and such decisions are final.
- D. Administrative notification need only be updated when conditions of employment as outlined in Section II. A., above are changed. At that time a new Administrative Report shall be submitted

III. Police Related Employment

- A. Uniform
 - 1. The Class "B" uniform will be worn for all special duty jobs unless otherwise approved by the Chief of Police. The Class "C" uniform will be authorized for road construction/traffic direction jobs.
 - 2. The appropriate uniform hat will be worn at all times during outdoor Special Duty assignments
 - 3. Reflective safety vest/jacket will be worn at all times during all road construction/traffic direction jobs
- B. Unless otherwise sanctioned by the Chief of Police, only equipment authorized for regular duty shall be used for Special Duty police related employment. Safety equipment (i.e. traffic vests) shall be worn as required.

- C. Officers are to adhere to all Department Rules and Regulations while engaged in any Special Duty employment.

IV. Employee Responsibility

- A. All police officers engaged in Special Duty shall take proper police action to any offense, activity or condition which would require such action if they were on duty, including the completion of any police reports.
- B. Lengthy investigations or detailed accident reports on any incident requiring the Special Duty Officer to leave his assignment will be at the discretion of the Watch Commander.
- C. Utilization of Toms River Police vehicles will be approved by the Chief as per need and availability for the best interest of the Township and/or police officer safety
- D. No employee will work more than 16 consecutive hours, or 16 hrs. in a 24-hr. period without authorization of the Chief of Police or his designee. An 8 hr. continuous break of service is required after working 16 hrs. prior to reporting back for duty. A limited transition or traveling time will not be considered a break of service.
 - 1. Employees are reminded that fatigue and sleep deprivation is a known cause of occupational accidents. Reporting to work without the necessary rest required endangers not only yourself, but also your fellow employees and the citizens you are hired to protect. The obligation remains with the employee to schedule their total duty hours along this guideline.
- E. Officers who violate the Special Duty policy will be subject to appropriate disciplinary action, which may include, but not limited to suspension from working Special Duty.

V. Request for Special Duty Officers

- A. Any organization, contractor, business or other entity requesting an officer(s) for Special Duty must:
 - 1. All non-emergency requests for Special Duty services will be forwarded to the Special Duty Coordinator.

2. Fax/submit in writing a Special Duty Request Sheet at least 3 days in advance of the proposed job indicating the job location, date, times and number of officers being requested. The 3 day requirement can be waived by the chief of police or his designee.
3. The Special Duty coordinator will ensure that sufficient funds are in the township escrow account to cover the officer's payment for the job prior to the booking of any Special Duty assignment.
4. Emergency requests shall be submitted to and distributed by the Watch Commander.

VI. Weekly Special Duty Assignment Sheet

- A. The Special Duty assignment schedule will be posted in POSS (Police Officer Scheduling System) under the Special Duty tab, and will contain the name(s) of officers working an assignment, along with the location, date, and the hours of the job.

VII. Special Duty Distribution

- A. Each year after shift pick is completed; a Special Duty book containing officers' preferences will be formulated. Each officer interested in working Special Duty will be required to complete the sign-up sheet when posted indicating the day(s) of the week they are interested in working, provided it is not a regular scheduled day of work. Officers wishing to change sign-up day(s) for Special Duty work after the initial sign up is completed, shall notify the Special Duty Coordinator in writing indicating the change(s).
- B. The daily lists will be put into a call book by badge number seniority under the day(s) of the week that the officer is available with the officers' primary contact number only.
- C. Calls are to be made to the officer using the completed call book. The caller will write the following notations in the call book next to the officer's name:
 1. Date of the job
 2. N/A No Answer
 3. Yes The officer accepted the job.
 4. No The officer declined the job.
 5. M Message left.

- D. Officers may split a job or pass on a job to another officer in emergent circumstances and are responsible for updating the assignment sheet and notifying the Special Duty coordinator with the replacement officer's name.

VIII. Exceptions to the Distribution Process

- 1. Operations Bureau scheduled overlap days.
 - 2. Contractor request was approved at the last minute.
 - 3. Re-instatement of a job that was cancelled and the initial officer is unavailable.
 - 4. The call list was exhausted.
 - 5. Emergencies
 - 6. Security Jobs
- 1. A sign-up sheet for all regularly scheduled events, i.e., Ocean County Mall, Seacourt, etc. shall be posted in the Watch Commanders office after patrol shift pick is completed.
 - 2. Officers may sign up following the instructions specific to each sign-up sheet.
 - 3. Officers shall be assigned to each available slot by rotation based upon badge number seniority for the next 6 months

IX. Pay Rates

- A. Officers will be paid in accordance with the fee schedule as established by the Township Ordinance.

X. Officers Complaints Regarding Special Duty

- A. Any complaints by officers concerning the administration of Special Duty employment shall be forwarded in writing to the Chief of Police via an Administrative Report. The Administrative Bureau Commander will meet separately with the officer and Special Duty Coordinator and report his findings to the Chief. At no time will any officer directly approach the Special Duty Coordinator or the vendor with such complaints.

XI. Procedure for Special Duty Log In and Log Out

- A. Officers are to be at the Special Duty assignment location at the scheduled start time. Special Duty times do not start upon reporting to District 1 or signing on with communications.
 - 1. The start times for Emergency Special Duty assignments begins when the officer(s) arrives at the job location also.
- B. Prior to reporting to Special Duty assignment, all officers will respond to headquarters and sign in with the watch commander. The officer reporting for Special Duty shall notify communications of the particulars of the Special Duty assignment. The dispatcher will then enter the officer in the CAD system, assigned to Special Duty with the unit designation "Z" and badge number.

XII. Supervisor Responsibility

- A. The working road supervisor will make a periodic inspection of all active Special Duty assignments.
- B. The Watch Commander will ensure that officers working Special Duty are properly signed in on the Special Duty Log Sheet.

SCHEDULE F
MILITARY LEAVE POLICY

VOLUME TITLE:	Effective Date:	Revision Date	Page #	Section	Approved	Volume
Paid and Unpaid Time Off Policies	June 1, 2010					V3
	# Pages					Chapter
SUBJECT:	1					C9
*Military Leave Policy	Reference					
	V3 C9					
ISSUING AUTHORITY:	Evaluation Date:	March 2014				
Township Administration						

• **Military Leave:**

- A.) When a full-time employee (either permanent or temporary) who is a member of the reserve component of any United States armed force or the National Guard of any state, including the naval Militia and Air National Guard is required to engage in field training or is called for active duty, the employee will be granted a military leave of absence for the duration of the service. The first thirty (30) workdays of the leave shall be with full pay, except that a member of the New Jersey National Guard shall receive full pay for the first ninety (90) days. Thereafter, the employee shall be paid the difference between military salary and the employee's regular salary. The paid leave will not be counted against any available time off including but not limited to vacation, sick or personal time. A full-time temporary employee who has served less than one-year shall not be entitled to paid leave but shall be granted non-paid military leave without loss of time. Military leave is restricted to one (1) leave permitted within a 5 year time frame, not including call ups.
- B.) Employees on military service will also continue to receive paid health insurance coverage during the period of the paid leave plus an additional thirty calendar days after the paid leave is exhausted. After this period has expired, employees may continue coverage for themselves and their dependents under the Township insurance plan by taking advantage of the COBRA provision. Members of the State administered retirement systems (PERS and PFRS) will continue accruing service and salary credit in the system during the period of paid leave.

C.) Pursuant to the Uniformed Services Employment and Re-employment Rights Act, any employee released from active duty under honorable circumstances shall return to work without loss of privileges or seniority within the following time limits: for service less than thirty-one (31) calendar days, employees must return to work on the beginning of the first regularly scheduled workday or eight (8) hours after the end of military duty, with reasonable allowances for commuting; for service of thirty-one (31) to one hundred eighty (180) calendar days, the employee must submit an application for reinstatement within fourteen (14) calendar days after completing military duty; for service greater than one hundred and eighty (180) calendar days, the employee must submit an application for reinstatement within ninety (90) calendar days after completing military duty.