

COLLECTIVE NEGOTIATIONS AGREEMENT

between

THE TOWNSHIP OF TOMS RIVER

and

**NEW JERSEY STATE FRATERNAL ORDER OF POLICE
LODGE #156**

January 1, 2021 — December 31, 2024

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PREAMBLE

This agreement is entered into between the TOWNSHIP OF TOMS RIVER (hereafter "Employer" or "Township"), a municipal corporation established and operating pursuant to the laws of the State of New Jersey, and the NEW JERSEY STATE FRATERNAL ORDER OF POLICE LODGE #156 (hereafter "Union"), and comprises the parties' complete and final agreement concerning all collectively bargainable issues and supersedes all prior written and oral agreements.

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, for the purposes of collective bargaining and all matters related thereto.

Section 2

The bargaining unit encompasses all supervisory personnel including sergeants, lieutenants, and captains of the Toms River Police Department, and excludes the chief of police, all regular, full-time police officers, corporals, detectives, and safety officers, and all other Township employees.

ARTICLE II
COLLECTIVE NEGOTIATIONS PROCEDURE

Section 1

Collective negotiation concerning pay rates, work hours, or other conditions of employment properly subject to collective bargaining shall be conducted by the duly authorized agent of each of the parties. Unless otherwise designated, the mayor of the Township, or his or her designee, and the Union president, or his or her designee, shall be the parties' respective negotiating agents.

Section 2

Collective negotiation meetings shall take place at times and places mutually convenient at the request of either party.

Section 3

Employees designated by the Union to participate in collective negotiations meetings convened for the purposes of developing a collective negotiations agreement will be excused from their work assignments with no loss of regular, straight-time pay, as provided in Article III, Section 2 of this agreement. The number of Union representatives participating in collective negotiations shall not exceed three (3), exclusive of counsel.

ARTICLE III
CONDUCTING UNION BUSINESS ON EMPLOYER'S TIME

Section 1 – Grievance Committee

- A. Employer shall permit members of the Union Grievance Committee, which shall be comprised of no more than three Union members, to confer with employees and management on specific grievances, in accordance with the grievance procedure set forth in this agreement, while the committee members are on duty, with no loss of pay, provided that the committee's activities do not diminish the effectiveness of the Police Department or require off-duty officers to be recalled so that the department functions effectively.
- B. Only one member of the Union Grievance Committee may conduct the Committee's business at any one time, except that the three committee members may confer with the Chief of Police, or his designee, should a grievance reach that level of review.

Section 2 – Convention Committee

Employer shall grant necessary time off without loss of pay to members of the Union to attend the state and/or national conventions of the Fraternal Order of Police in accordance with N.J.S.A. 40A:14-177, and any subsequent amendments thereto.

Section 3 – Union Business

The Union President is allotted a maximum of 192 hours annually to conduct Union business.

ARTICLE IV

EMPLOYEE RIGHTS

Section 1

The Employer, and its agents, and the Union, and its agents, shall not discriminate, retaliate against, coerce, or otherwise take any adverse action against Employees covered by this agreement because of membership or non-membership or activity or inactivity in the Union. Neither the Employer nor the Union shall discriminate against any Employee on the basis of sex, race, creed, color, religion, national origin, ancestry, age, marital or political status, affection or sexual orientation, domestic partnership status, civil union status, atypical heredity, cellular or blood trait, genetic information, disability (including AIDS or HIV infection), liability for service in the United States Armed Forces, gender identity or expression, or any other characteristic protected by law.

Section 2

Employees covered by this agreement retain all rights conferred by federal and state statutes, regulations, and judicial decisions. This agreement does not limit or modify the rights conferred by those authorities.

Section 3

Employees have the right to review their personnel folders at least two times per year. Employer shall make available for inspection by Employee all material within the Employee's personnel folder. Employees shall have the right to respond to material in their files, which response shall be included therein. If the parties agree that any material has been improperly included in the file, it shall be removed.

Section 4

No Employee covered by this agreement shall be suspended, removed, or demoted except in accordance with N.J.S.A. 40A:14-147, or any other applicable laws, and any subsequent amendments thereto.

Section 5

Whenever any Employee covered by this agreement must appear in any disciplinary proceeding involving a matter that may adversely affect the continuation of that Employee in his or her 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 and represent him or her during those such proceedings.

Suspensions pending charges shall be conducted in accordance with N.J.S.A. 40A:14-149.1, or any other applicable laws, and any subsequent amendments thereto.

ARTICLE V **SICK LEAVE**

Section 1

All permanent, full-time, regular Employees covered by this agreement shall receive 15 days paid sick-leave days every calendar year. Unused sick leave shall accumulate from year to year. Employer reserves the right to extend sick time.

Section 2

Sick leave with pay is hereby defined as a necessary absence from duty resulting from illness, injury, or exposure to contagious disease, and absence resulting from illness of an Employees' family member, or necessary attendance upon a family member who is ill. For the purposes of this section, "family member" includes the Employee's spouse, children or stepchildren, and individuals cohabitating with the Employee in a manner akin to a spouse.

Section 3

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 4

An Employee absent on sick leave shall report the absence at least 3 hours prior to the start of his or her shift except where emergent circumstances prevent the Employee from doing so. In those circumstances, the Employee shall report his or her absence as promptly as possible. An Employee who normally reports to work for dayshift shall report an absence at least 2 hours before the start of his or her shift.

Section 5

Employer agrees to pay Employees at their regular rate of pay during periods of job-connected disability due to illness, on-the-job injuries covered under the New Jersey Workers Compensation Act, and any subsequent amendments thereto, or recuperation therefrom for a maximum period of 1 year from the date of the illness or injury, provided Employees are incapable of performing their duties as a police officer, as confirmed by a competent physician. 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 1 year.

Section 6

Employees are eligible to participate in the sick leave bank established and operated pursuant to Section V3, C4 of the official Employee Policy Manual of the Township of Toms River, and any amendments or supplements thereto. This section of the Employee Policy Manual is attached as Appendix F to this Agreement.

Section 7

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.

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 by the Employer and the Union consistent with applicable law), 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. Employer shall promptly remit 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, the rate of membership dues shall change, Union shall provide Employer written notice thereof 30 days prior to the effective date of the change.

Section 3

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

Section 4

Employer shall notify the Secretary-Treasurer of the Union within 3 days of promotion or separation of any Employee the Employee's name, birth date, classification, pay rate, and social security number.

Section 5

(Reserved)

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 before the signing of this agreement by the Laws and Constitution of the State of New Jersey and of the United States including, but not limited to, the following:

- A. To the executive management and administrative control of the Township government, its properties, facilities, and police-related activities of its employees by utilizing personnel, method, 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 layoff employees in the event of lack of work or unavailability of funds or under conditions where continuation of work would be inefficient or non-productive. Reduction in the police department's level of certified personnel as described in Article I shall not be affected until non-certified personnel 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 hiring.

Section 2

Nothing in this agreement restricts the Township's authority under federal and state laws, regulations, and constitutional provisions. Additionally, the Township will exercise its discretionary management authority in accordance with constitutional, statutory, and regulatory mandates.

ARTICLE VII-A
RULES AND REGULATIONS

Section 1

Pursuant to state law and local ordinance, rules and regulations governing the operation of, and working conditions in, the Toms River Police Department are exclusively the jurisdiction of the Township and are not subject to collective negotiations; however, the parties agree that to the extent any new, or changes to existing, rules and regulations impact mandatorily negotiable terms and conditions of employment, the parties shall meet to discuss those issues.

Section 2

Employees shall comply with all rules and regulations promulgated by the Township. Employees shall promptly and efficiently execute instructions and orders of supervisors. If an Employee believes a rule, regulation, or instruction or order of a supervisor is unreasonable or unjust, the Employee 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

Union shall have the opportunity to grieve the continuation of any rule or regulation for a period of 30 calendar days after the execution date of this agreement or the promulgation of any new rule or regulation 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 covered by this agreement requires employee services continuously throughout the 7-day week, and that the standard work week shall consist of 40 hours of work within the standard week.

Section 2

Tours of duty shall be established by Employer, through the Chief of Police, or his or her designee, and the Chief of Police, or his designee, shall have the right, for efficiency of operations, to make changes in starting and stopping times of the daily work schedule and to vary from the daily or weekly work schedule. If practicable, supervisors will be given one week notice prior to changing a schedule tour of duty in other than a declared state of emergency.

Section 3

The parties shall discuss changes in the daily or weekly work schedule which may be necessary for the efficient operation of the work force prior to implementation of such changes, and Union shall have the right to submit written recommendations concerning any such changes.

Section 4

If, in implementing this Article, tours of duty exceeding 8 hours of work per day are established, such excess time shall be compensated for straight time only.

Section 5

Supervisors covered by this agreement that are called to alert or placed on standby shall be reimbursed at a rate of \$20.00 per shift or any portion thereof during the period or periods of such alert or standby.

Section 6

Union agrees to share with the employer and without compensation the time required to successfully promote police week and open house in furtherance of good community relations.

Section 7

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

ARTICLE IX **OVERTIME**

Section 1

Overtime at a rate of time and one-half (1 1/2) shall be paid to all Employees covered by this agreement for hours worked in excess of the normal workday.

Section 2

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

Section 3

The parties recognize that Employees may have to report in advance of the tour starting time and to remain at the termination of a tour for the purpose of making a report. Based on this recognition, no overtime shall be paid for a 15 -minute period prior to the commencement of a tour or a 15-minute period at the termination of a tour; however, in the event an Employee must report earlier than 15 minutes prior to the commencement of a tour, or to remain beyond 15 minutes at the end of a tour, he or she shall be paid the overtime rate for all time worked in excess of the normal hours of work per day.

Section 4

Should an Employee be called to duty outside of his or her normal assignment, he or she shall be paid overtime at a rate of time and one-half (1 1/2) for all time worked during such period but in no such case shall be paid for less than 4 hours irrespective of time worked.

Section 5

Employees required to work on the following four family-oriented work days, Christmas Eve, Christmas Day, Independence Day, and Thanksgiving Day, shall be granted a substitute day off on an hour-for-hour basis.

ARTICLE X **VACATIONS**

Section 1

- A. Employees covered by this agreement who were hired on or before December 31, 2013, and have attained the length of continued employment specified in the following table are entitled to the vacation time set forth, with pay, at their regular pay rates:

1 year but less than 5 years	14 days
5 years but less than 10 years	19 days
10 year but less than 15 years	24 days
15 years but less than 20 years	29 days
20 years and above	32 days

- B. Employees who were hired on or after January 1, 2014, and have attained the length of continued employment specified in the following table are entitled to the vacation time set forth, with pay, at their regular pay rates:

1 year but less than 5 years	14 days
5 years but less than 10 years	19 days
10 years but less than 15 years	24 days
15 years or more	25 days

Section 2

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

Section 3

Except for the first annual anniversary date, vacations may be scheduled at any time within the calendar year of an 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 an Employee is entitled may be taken the following calendar year, but not consecutively with the vacation to which an Employee is 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 40 hours of vacation and shall not be entitled to carry over any vacation leave from the year immediately preceding his retirement.

Section 4

To further proper and efficient police operations, Employer shall have the exclusive authority to schedule vacations, but in doing so shall observe the following conditions:

- A. Vacations shall be schedule based upon seniority in grade.

- B. Unless otherwise agreed to by the parties, no Employee may take more than 3 consecutive weeks of vacation at one time.
- C. Assignment of vacation periods during June, July, August, or December shall be based exclusively upon seniority in grade.
- D. No Employee shall be assigned more than 2 weeks' vacation during June, July, August, or December unless otherwise authorized by the Chief of Police.

Section 5

Employees may sell back a maximum of two weeks of vacation leave each year, on the condition that all time so sold back will be deducted from the final year's allocation at retirement.

ARTICLE XI
BEREAVEMENT

Section 1

Employees are entitled to bereavement leave as set forth in section V3, C5 of the Township of Toms River Employee Policy Manual and any amendments or supplements thereto. This section of the Employee Policy Manual is attached as Appendix G to this Agreement.

Section 2

At the discretion of the Chief of Police, and with due regard to staffing considerations, a maximum of 2 officers may attend funerals of New Jersey police officers killed in the line of duty, with pay, and may have use of a department vehicle for this purpose.

ARTICLE XII **PERSONAL DAYS**

Section 1

Employees shall be entitled to 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

- A. The Township shall provide medical insurance coverage to Employees covered by this agreement, their spouses, and eligible dependent children. Currently, the Township provides insurance coverage through Horizon Blue Cross/Blue Shield under three separate plans: Direct Access, Point of Service (POS), and Exclusive Provider Organization ("EPO"). Going forward, the Township will continue to provide coverage under these plans, or substantially equivalent plans.
- B. New Employees hired on or after January 1, 2014, are limited to coverage under the EPO health plan; except that these Employees may participate in the other available plans provided they pay the difference in premium cost. This limitation does not apply to existing Employees promoted on or after January 1, 2014.

Section 2

The Township shall allow Employees to switch into and out of one of the available plans during the yearly enrollment period.

Section 3

- A. The Township shall provide a prescription drug plan. Currently, the Township provides this benefit through Benecard Prescription Drug Plan. Going forward, the Township will continue to provide coverage under this plan or a substantially equivalent plan.
- B. In each year of the contract, Employees shall be subject to the following co-pays for prescription coverage:

<i>Over the Counter (30-day supply)</i>		<i>Mail-in (90-day supply)</i>	
<u>Generic</u>	<u>Brand Name</u>	<u>Generic</u>	<u>Brand Name</u>
\$5.00	\$30.00	\$5.00	\$30.00

- C. For the duration of the contract, Employees shall not be subject to annual deductibles for prescription coverage.
- D. Under the major medical provisions of the Direct Access and EPO plans, Employees enrolled in those plans can submit claims for reimbursement of up to 80% of out of pocket prescription costs.

Section 4

- A. The Township shall provide dental insurance coverage under the Horizon Blue Cross/Blue Shield Dental Option Plan. Going forward, the Township shall continue to provide coverage under this plan, or a substantially equivalent plan.
- B. New Employees hired on or after January 1, 2014, are limited to coverage under the Horizon Dental Choice Plan; except that these Employees may participate in the other available plan provided they pay the difference in premium cost. This limitation does not apply to existing Employees promoted on or after January 1, 2014.

Section 5

In accordance with State law, the Township shall provide a Medical Savings Account/Flexible Spending Account. The details of this plan are set forth in Appendix A to this agreement.

Section 6

Pursuant to N.J.S.A. 40A:10-23, the Township shall provide the benefits enumerated in Sections 1 through 4 of this Article to all regular police officers who have retired.

- A. All Employees employed on or before September 2, 1999, and who thereafter retire shall be entitled to the benefits enumerated in Sections 1 through 4 of this Article, provided that, as of the date of retirement:
 - 1. Employee has 25 years or more of service credit in the PFRS, PERS, SPRS, or TAPF retirement systems and 20 or more years of service with the employer.
 - 2. Employee provides Employer with at least one-year advance written notice of the Employee's effective date of retirement, except for those Employees who are eligible to retire with health benefits under the conditions set forth herein prior to September 1, 2000. Those Employees shall provide Employer with such advance written notice as is practicable except in such instances where Employee is unable to do so due to an emergency or extraordinary circumstance.
 - 3. Employees shall notify Employer of any service credit which they may have accumulated in any of the above-referenced retirement systems prior to September 2, 1999, with an employer other than the Township of Toms River. Any Employee purchasing back retirement system service credit after September 2, 1999, shall not be eligible for the retirement health benefits provided for herein unless, as of the date of

said Employee's retirement, said Employee has 25 years or more service with the Employer.

4. Employees shall receive the benefits provided under Chapter 104 (Employee Regulations and Benefits) of the Code of the Township of Toms River, as amended and supplemented, not inconsistent herewith.
 5. Any Employee employed by the Township as of September 2, 1999, who suffers an on-the-job accidental injury, which does not otherwise qualify as an on-the-job traumatic accidental injury covered under §104-14 of the Code of the Township of Toms River and which is of such significance that the employee is permanently disabled from continuing employment with the Township, shall be entitled to retirement health benefits specified herein, subject to co-pay provisions in the employment contract of the respective bargaining units and nonunion employees, as long as the employee has 15 years of service with the Township. The decision of the New Jersey Division of Pensions, based upon its interpretation of the applicable regulations and law, shall be final with regard to whether the injury permanently disabled the employee. Any employee of the Township employed after September 2, 1999, shall not be entitled to retirement health benefits specified in this section, unless the employee has 20 years or more service with the Township.
- B. Employees employed after September 2, 1999, and who thereafter retire shall be entitled to the benefits enumerated in Sections 1 through 4 of this Article, provided that as of the date of retirement:
1. Employee has 25 years of service credit in the PFRS, PERS, SPRS, TPAF retirement systems and 25 or more years of service with Employer.
 2. Employees shall receive the benefits provided under Chapter 104 (Employee Regulations and Benefits) of the Code of the Township of Toms River, as amended and supplemented, not inconsistent herewith.
- C. Employees retiring on or before the expiration of this agreement with five years or less of pensionable service credit with PFRS shall be permitted to count those credits toward the requirements set forth in subsections A and B for health insurance coverage."
- D. Premium Contributions in Retirement:
1. Consistent with N.J.S.A. 40A:10-21.1b(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.

2. Employees retiring on or after July 1, 2016, but who do not qualify for the exception set forth in the preceding subsection, are subject to the following annual premium contributions in retirement, based on the level of coverage selected, and the year of retirement:

a. Year 2021:

- Single Coverage: \$2540
- Parent/Child: \$3465
- Husband/Wife: \$4725
- Family: \$6570

- b. In the remaining contract years (2022-2024), the premium amounts set forth in subsection (a) shall increase annually by the following amounts, on a compounding basis:

- Single Coverage: +\$40 per year
- Parent/Child: +\$70 per year
- Husband/Wife: +\$90 per year
- Family: +\$100 per year

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

- Single Coverage: \$2160 annually
- Parent/Child: \$2700 annually
- Husband/Wife: \$3240 annually
- Family: \$4500 annually

- d. Nothing shall prohibit a retiree from changing his or her coverage as his or her life situation changes (e.g., from family to husband/wife coverage, or similar change).

- e. These premium contributions apply only during the term of this agreement and are subject to change in the future except for employees who retire under this agreement.

3. With respect to all medical, prescription, and dental benefits provided under this Agreement, officers who retire after July 1, 2016, 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 a separate section of this agreement), co-

payments and deductibles may be changed by the parties in future contract negotiations and those changes will apply to all retirees who retire after July 1, 2016. In no event will retirees' benefit levels be reduced below the then applicable minimum plan offered by the New Jersey State Health Benefits Commission or its equivalent. In order to be eligible for retirement benefits, the officer must have earned or accumulated 25 or more years of service credit in the PFRS retirement system, at least 20 of which shall have been earned or accumulated in service to the Township.

Section 7

Information describing the foregoing benefits will be provided to covered Employees following the execution of this agreement.

Section 8

- A. Employer may change insurance carriers 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 requirement of substantial equivalence, 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 Association will be offered, among the plan options, NJDIRECT10 plan or its successor or substantially equivalent plan, 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 unit 60 days' written notice thereof, and will discuss the available SHBP programs with the members prior to implementation.
- B. Employer agrees to notify and consult with the Union regarding any anticipated or proposed changes to medical, dental, and prescription benefit levels, carriers, premiums, or deductibles, or co-payments.

Section 9

- A. Notwithstanding the expiration or "sunset" of N.J.S.A. 40A:10-21.1 (P.L.2011, c.78, §42) and N.J.S.A. 52:14-17.28c (P.L.2011, c.78, §39), Employees' share of the costs for the medical, dental, and prescription coverage provided under this contract shall be maintained at the "full contribution" (Year 4) rate established under that provision, or one and one-half percent (1.5%) of base salary, whichever is greater. The full contribution (Year 4) matrix is set forth in Appendix B to this agreement.
- B. Annual increases in premium contributions for the benefits provided hereunder shall not exceed the lesser of the amount charged by the Township's insurance carrier or 3.5%.

ARTICLE XIV
CLOTHING REQUIREMENTS

Section 1

All supervisors must have a class "C" uniform.

Section 2

Should all or part of the present uniform be changed, then the cost of any change shall be borne by Employer and shall not be considered part of the yearly clothing allowance.

ARTICLE XV
FALSE ARREST AND LIABILITY INSURANCE

Section 1

Employer will indemnify 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 violations of civil rights.

Section 2

Employees covered by this agreement shall be fully indemnified and defended by Employer for all circumstances in which they render first aid, whether on or off duty.

ARTICLE XVI
BULLETIN BOARD

Section 1

Employer will provide a bulletin board in a conspicuous location in police 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 or her designee, may have removed from the bulletin board any material which is not in conformance with the intent and purpose of this Article.

ARTICLE XVII
PENSIONS

Section 1

Employer shall continue to make contributions are 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 authorized number of personnel serving Captains, Lieutenants, and Sergeants is established in Section 50-3 of the Code of the Township of Toms River. These numbers may be altered at any time by amendment to the Code.

Section 2

The authorized number of personnel enumerated in Section 1 of this Article shall be known as the Table of Organization.

Section 3

The filling of any vacancy, whether resulting from retirement, death, discharge, promotion, or voluntary severance from the department, in the Table of Organization described in the preceding sections is contingent on the availability of funds as determined by the Township. Should the Township elect to fill the vacancy, it shall do so within 60 days thereof from the existing waiting list.

Section 4

If the existing waiting list is exhausted at the time of the vacancy, Employer, through the Chief of Police, shall request or call for an appropriate test within 30 days of the effective date of the vacancy and such vacancy shall be filled within 30 days of the promulgation of the list resulting from said test.

Section 5

Existing waiting lists of promotions shall be valid for a period of 3 years. Employer reserves the right to amend such Table of Organization as it deems necessary for the best interests of the Township.

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 set forth in Article XX.

Section 2

Upon any suspension, demotion, discharge, or any other appropriate disciplinary action against any Employee, a copy of such charges shall be forwarded to the president of the Union within 5 working days after any such action against said Employee is taken by the Employer.

ARTICLE XX
GRIEVANCE PROCEDURE

Section 1 – Definitions

- A. **Grievance**: A claim by a police officer, Union, or Employer based upon the interpretation, application, or violation of this agreement, or policies or administrative decisions and practices affecting a supervisor, group of supervisors, or the Employer.
- B. **Party-in-Interest**: 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.

Section 2 – 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 supervisors. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

Section 3 – Grievance Procedure

- A. **Level One – Immediate Supervisor**: A supervisor with a grievance shall first discuss it with his or her immediate supervisor within 15 business days, either directly or through the Union's designated representative, with the objective of resolving the matter informally.
- B. **Level Two – Chief of Police/Township**: If the aggrieved person is not satisfied with the disposition at Level One, or if no decision has been rendered within 5 15 business days after presentation of the grievance, he or she may file the grievance in writing with the Union within 15 business days after the disposition at Level One or 10 days after the grievance was presented, whichever is sooner. Within 15 business days after receiving the written grievance, the Union shall refer it to the Chief of Police who shall confer with the Township on said grievance.
- C. **Level Three – Arbitration**:
 - 1. If the aggrieved person is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered at Level Two within 15 business days of the filing of the grievance, the Union may submit the matter to arbitration. The Union shall notify the Township accordingly. Failure on the part of the aggrieved employee and/or the Union to pursue arbitration and to notify the Township accordingly within 30 days of the receipt of the decision at Level Two

or within 30 days of submittal of the grievance at Level Two if no decision has been made, shall render the grievance null and void.

2. Within 10 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 cannot agree upon an arbitrator or to obtain such a commitment within a 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.
3. 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.
4. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the costs 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 those expenses. All costs shall be known prior to the selection of the arbitrator.

Section 5 – Rights of Members to Representation

- A. **Member and Union:** Aggrieved persons 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 an employee 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.
- B. **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.
- C. **Advanced Step Filing:** Any grievance affecting either a class of members or the disposition of which will have an effect on the membership of the Union shall be commenced at Level Two. 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.
- D. **Employer-Initiated Grievances:** Grievances initiated by the Employer shall be filed directly with the Union within 7 days after the event giving rise to the grievance has occurred. A meeting shall be held within 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 20 calendar days after such meeting, either party may within 10 calendar days thereafter file for arbitration.

ARTICLE XXI
SALARY

Section 1

- A. Base salaries for all Employees and ranks covered by this agreement shall be increased annually during the contract term by the following percentages:

2021: 1.75%
2022: 2.0%
2023: 2.0%
2024: 2.25%

- B. A 13.45% salary differential between the ranks of sergeant and lieutenant, and a 13.45% differential between the ranks of lieutenant and captain, shall be maintained throughout the life of the contract.

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, that Employee shall be paid at the hourly rate of such assigned classification beginning on the 31st day of employment in the higher job classification. Any Employee assigned to a higher job classification for 30 or fewer days is not entitled to payment at the hourly rate of the assigned classification.

See "Out of Rank" Grievance Resolution, 7-30-01, Docket No. CO-2001-255.

- A. In those circumstances where an out-of-rank officer is assigned to higher duties to replace an absent supervisor and that supervisor returns to duty on a sporadic basis, then, in that situation, both officers assume a joint command status.
- B. In those circumstances where the absent supervisor returns and performs in his or her full capacity, the out-of-rank supervisor will not be paid at the higher rank for those days.
- C. In those circumstances where the out-of-rank supervisor performs in the full function of the higher rank, he or she will be paid at the higher rank.
- D. The above-joint command status shall be established or terminated by written order of the Chief of Police.

ARTICLE XXII
LONGEVITY

Section 1

Employees 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 schedules.

- A. For employees hired on or before December 31, 2013:

<u>Years of Service</u>	<u>Increment of Base Pay</u>
Upon completing of 3 years of service	2%
Upon completion of 5 years of service	4%
Upon completion of 9 years of service	6%
Upon completion of 12 years of service	8%
Upon completion of 15 years of service	10%

- B. For employees hired on or after January 1, 2014:

<u>Years of Service</u>	<u>Increment of Base Pay</u>
Upon completing of 5 years of service	2%
Upon completion of 10 years of service	4%
Upon completion of 15 years of service	6%
Upon completion of 18 years of service	8%
Upon completion of 20 years of service	10%

- C. Employees hired on or after January 1, 2018, are not eligible for longevity increments. Instead, those employees shall receive in 2021 a one-time increase in base salary of 6% as set forth in the salary guide attached hereto as Appendix D.
- D. Employees hired before January 1, 2018, but who were promoted to and joined the unit on or after that date remain subject to the longevity scale set forth in subsections A or B, as applicable.

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 overtime pay which may become due to any supervisor, the annual wage shall be used.

ARTICLE XXIII
OUTSIDE EMPLOYMENT

Section 1

Employees planning to or engaging in outside employment on their days off shall not wear the regulation Toms River Township Police uniform without the expressed permission of the Chief of Police or his or her designee. Employees planning to be engaged in outside employment during their off-duty hours wearing the regulation Toms River Township Police uniform shall submit in writing the name or names of their prospective outside employer to their commanding officer.

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 130 days. 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 they wish to take the terminal leave to which he or she is entitled under this 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 130 days, over the last 3 years of the Employee's career prior to retirement. Employees may deposit these funds into annuity accounts opened by the Employees and administered by the Township.

Section 4

Sick leave will be paid as terminal leave, under Section 3, at the rate of pay existing at the date it is taken and it shall be based upon the Employee's earned base pay including longevity payment.

Section 5

In the event an employee uses no sick time between the period of January 1 through June 30, he or she shall be paid a sick leave incentive payment of \$500 on or before August 30; if the employee takes no sick time through the period of July 1 through December 31 he or she shall receive an additional payment of \$500, on or before the ensuing February 28. Donation of sick time to other employees in accordance with policy shall not affect this incentive payment.

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

Union covenants and agrees that, during the term of this agreement, neither Union nor any person acting on 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 any employee from his or her 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

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 those activities 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 agreed that participating in any such activity by an Employee 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's right to seek and obtain judicial relief to which it may be entitled in law or equity for an injunction or damages, or both, in the event of breach of this Article.

ARTICLE XXVI
EDUCATIONAL INCENTIVE

Section 1

To be eligible for this educational benefit provided pursuant to this Article, Employees must have a minimum of 2 years' service with the Toms River Township Police Department. Employees shall receive payments under this Article on an annual basis; however, these payments shall be excluded from the computation of longevity, overtime, and pension.

Section 2

Employees 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. Employees who have served on the Toms River Township Police Department for at least 7 1/2 years, and have a minimum of 10 college credits in job-related courses, shall be entitled to 1 lump-sum payment in the amount of \$500.00 which shall not be paid annually thereafter and shall not be added to base salary for computation of longevity, overtime, or pension.
- B. Employees who have served on the Toms River Township Police Department for at least 15 years, and have a minimum of 15 college credits in job-related courses, shall be entitled to 1 lump-sum payment in the amount of \$1000.00 which shall not be paid annually thereafter and shall not be added to base salary for computation of longevity, overtime, or pension.

The Township shall have the right to review and make the necessary determination concerning the job relationship of college credits earned by Employees.

Section 3

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 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 provide, in response to Union requests, all relevant information within the public domain.

Section 2

With the Township's approval, which shall not be unreasonably withheld, Union and its representative shall have the right to use Township buildings at all reasonable hours for meetings. The Township Business Administrator shall be notified in advance of the time and place for all such meetings.

Section 3

With the Township's approval, which shall not be unreasonably withheld, Union has the right to use Township office equipment and technology when not otherwise in use. Union shall pay for the reasonable costs of all materials and supplies incident to such use.

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 invalidated by operation of law or other tribunal of competent jurisdiction, that provision shall be inoperative, but will be renegotiated by the parties if legally possible. All other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XXIX
DURATION

Section 1

This agreement shall be effective retroactively from January 1, 2021, through December 31, 2024.

Section 2

This agreement shall automatically renew from year to year, until such time that a successor agreement is negotiated pursuant to state law and the rules promulgated by the Public Employment Relations Commission.

ARTICLE XXX
DEPARTMENTAL INVESTIGATIONS

Section 1 – Purpose

To ensure that departmental investigations are conducted in a manner which is conducive to good order and discipline, the rules set forth under Section 2 are hereby adopted.

Section 2 – Rules of Investigation

- A. The interrogation of an Employee shall be at a reasonable hour, preferably when the Employee is on duty, unless the exigencies of the investigation dictate otherwise.
- B. The interrogation shall take place at a location designated by the Chief of Police. The usual location shall be either police headquarters or the location where incident allegedly occurred.
- C. The Employee shall be informed of the nature of the investigation before any interrogation commences. Sufficient information to reasonably apprise the Employee should be provided. If the Employee is being interrogated as a witness only, they should be initially so informed.
- D. Questioning shall be reasonable in length. Employees shall be given 15 minute breaks every 2 hours for personal necessities, meals, telephone calls, and rest periods.
- E. The Employee shall be treated respectfully and not be subject to offensive language or threatened with transfer, dismissal, or other disciplinary punishment. No promise of reward shall be made as an inducement to answering questions.
- F. At every stage of the proceedings, Employees, if they so request, shall be given the opportunity to confer with counsel and/or their representative before being questioned concerning a violation of the rules and regulations, which shall not delay the interrogation beyond 1 hour for consultation with their Union representative.
- G. In other than departmental investigations, if an Employee is under arrest, or if he or she is the suspect or target of a criminal investigation, they shall receive their state and federal constitutional rights, as judicially determined.
- H. Nothing herein shall deprive the Department or its officers of the ability to conduct the routine and daily operations of the Department.

- I. Under no circumstances shall the Township 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

Section 1 – Crisis Intervention Program

The New Jersey State Fraternal Order of Police Lodge No. 156 and the Township recognize that the unique nature of law enforcement services often expose personnel to traumatic incidences and occurrences which may be dangerous and damaging to the Employees' psychological health. 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.

Section 2 - Definitions

"Critical incident" refers to any of the following:

- A. Any event involving the firing of a weapon or exchange of gunfire.
- B. Serious bodily injury to or the death of a juvenile.
- C. A hostage situation.
- D. Injury or death of an associate law enforcement officer.
- E. Terrorist acts.
- F. Severe personal injury in the line of duty.
- G. A severe emotional or psychologically stressful event deemed traumatic by the Chief of Police.

Section 3 – Policy Development

The Union and the Township agree to meet to discuss establishment of an appropriate crisis intervention policy.

ARTICLE XXXII **COMPENSATORY TIME**

Section 1

Overtime duty shall be compensated in monetary payment at the rate of time and one-half; provided, however that Employees may elect to receive compensatory time off at the rate of time and one-half in lieu of monetary payment.

Section 2

The Township shall not discriminate on offering overtime assignments to any Employee based on his or her willingness or unwillingness to accept compensatory time off or monetary payment. The Township shall not attempt to influence any Employee's election to receive compensatory time off or monetary payment.

Section 3

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

Section 4

Employees shall be permitted to accumulate a total of 180 hours compensatory time off. Any election to receive overtime payment in the form of compensatory time off in excess of the 180-hour limit shall be disregarded by the Township and the Employee shall receive monetary payment 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

Following the date of execution of this agreement, compensatory time off must be taken as time off by the employee within 12 months after it was credited. Failure to 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, then said time shall not be forfeited, but paid in money on the next pay date regularly scheduled following Employee's demand for that time.

ARTICLE XXXIII
DIRECT DEPOSIT OF PAYCHECKS

Section 1

Pursuant to state law and Township ordinances, all Employees are required to use direct deposit.

ARTICLE XXXIV
DEATH OF MEMBERS - ACCRUED BENEFITS

Section 1

The Township will work in conjunction with the Union to ensure that the family of any member who dies 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.

Section 2

Full medical benefits shall be provided at Township expense to the member's spouse and dependents upon the death of an employed or retired employee at the same benefit levels at the time of the member's death until the spouse remarries or obtains Medicare coverage. Either the Union or the affected spouse is encouraged to notify the Township of triggering events that result in any suspension of benefits under this provision. Families of Len Weg and Tom Dugan shall also be covered by these benefits.

Section 3

Upon the death of a supervisor, any accrued benefits earned shall be paid to his or her spouse or children or to his or her estate as required by law.

ARTICLE XXV
OFFICERS KILLED IN THE LINE OF DUTY

Section 1

Upon the death of an Employee in the line of duty, any accrued benefits earned shall be paid to his or her spouse or children or to the estate of said police officer. Benefits include all unused accumulated vacation, sick, compensatory, and holiday time.

Section 2

Upon the death of an Employee in the line of duty, the Township agrees to immediately pay the family of said officer a sum of \$10,000 to assist with funeral expenses.

Section 3

The Township will work in conjunction with the Union to ensure that the family of any member who dies 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.

Section 4

Upon the death of an Employee in the line of duty, the Township agrees to provide college funding for the surviving children of said officer. The surviving children may attend the college of their choice; however, the Township's obligation shall not exceed the prevailing amount to attend a New Jersey state college. Rates shall be based on the tuition, fees, and board as set by Ocean County College or Kean University.

Section 5

Upon the death of an Employee in the line of duty, 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.

Section 6

Upon the death of an Employee in the line of duty, the Township/Police Department shall coordinate a full police funeral with honors unless otherwise decided by the family. The Department shall coordinate with unions and civil groups to fund the funeral beyond normal burial costs.

ARTICLE XXXVI
RETIRED OFFICERS

Section 1

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

Section 2

Retiring employees must participate in an exit interview with the Personnel Division for the mutual exchange of information pertinent to retirement.

Section 3

Twice-annually, the Personnel Division shall conduct a census of all retired Employees to ensure that the retiree information maintained by the Township is current and accurate. The census shall be recorded on an official form transmitted by the Township, which all retired Employees must complete and submit in a timely fashion. Failure to do so may affect continued eligibility for Township-provided health benefits in retirement.

Section 4

Retirees, or their legally-authorized agents, must promptly notify the Township, in writing, of any changes to the information provided on the retiree census form or any change in circumstance affecting eligibility for Township-provided health coverage. Failure to do so may affect continued eligibility for Township-provided health benefits in retirement.

ARTICLE XXXVII
MILITARY LEAVE AND JURY DUTY

Section 1 – Military Leave

Employees are entitled to military leave in accordance with Section V3, C9 of the official Employee Policy Manual of the Township of Toms River and any amendments or supplements thereto. This section of the Employee Policy Manual is attached as Appendix H to this Agreement.

Section 2 – Jury Duty

Employees are entitled to leave time for jury duty in accordance with Section V3, C6 of the official Employee Policy Manual of the Township of Toms River and any amendments or supplements thereto. This section of the Employee Policy Manual is attached as Appendix I to this Agreement.

ARTICLE XXXVIII
COMPLETENESS OF AGREEMENT

Section 1

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.

APPENDICES

APPENDIX A

KNOW YOUR EMPLOYEE

BENEFITS

Flexible Spending Accounts

The Health Care FSA

The health care FSA lets you pay for certain IRS-approved medical care expenses not covered by your insurance plan with pretax dollars. For example, cash that you now spend on deductibles, copayments or other out-of-pocket medical expenses can instead be placed in the health care reimbursement FSA pre-tax.

Health Care FSA Eligible Expenses

Eligible health care expenses for the health care FSA include more than just your deductible and copayments.

Claims for over-the-counter medication or drug expenses (other than insulin) incurred in 2011 or later cannot be reimbursed through an FSA without a prescription. This rule does not apply to items for medical care that are not considered medication or drugs. Equipment such as crutches, supplies such as bandages and diagnostic devices such as blood sugar test kits still qualify for reimbursement without a prescription.

For more information about eligible medical expenses, please refer to IRS Publication 502, Medical and Dental Expenses, available at www.irs.gov/publications/p502/index.html.

The Dependent Care FSA

The Dependent Care FSA lets you use pretax dollars toward qualified dependent care. The annual maximum amount you may contribute is \$5,000 (or \$2,500 if married and filing separately) per calendar year.

If you elect to contribute to the dependent care FSA, you may be reimbursed for:

- The cost of child or adult dependent care
- The cost for an individual to provide care either in or out of your house
- Nursery schools and preschools (excluding kindergarten)

Dependent Care Eligible Expenses

In order for dependent care services to be eligible, they must be for the care of a tax-dependent child under age 13 who lives with you, or a tax-dependent parent, spouse or child who lives with you and is incapable of caring for himself or herself. The care must be needed so that you and your spouse (if applicable) can go to work. Care must be given during normal working hours – instances such as Saturday night babysitting does not qualify – and cannot be provided by another of your dependents.

Is the FSA program right for me?

Flexible spending accounts are beneficial for anyone who has out-of-pocket medical, dental, vision, hearing or dependent care expenses beyond what his or her insurance plan covers.

It's easy to determine if an FSA will save you money. At enrollment time, you will need to determine your annual election amount. Estimate the expenses that you know will occur during the year. These include out-of-pocket expenses for yourself and anyone claimed as a dependent on your taxes. If you had \$100 or more in recurring or predictable expenses, the accounts can help you stretch your dollars.

KNOW YOUR EMPLOYEE

BENEFITS

The example that follows illustrates how an FSA can save you money.

Bob and Jane's combined gross income is \$30,000. They have two children and file their income taxes jointly. Since Bob and Jane expect to spend \$2,000 in adult orthodontia and \$3,300 for day care in the next plan year, they decide to direct a total of \$5,300 into their FSAs (see table).

	Without FSA	With FSA
Gross income	\$30,000	\$30,000
FSA contributions	\$0	-\$5,300
Gross income	\$30,000	\$24,700
Estimated taxes		
Federal	-\$2,550*	-\$1,755*
FICA	-\$2,295	-\$1,890
After-tax earnings	\$25,155	\$21,055
Eligible out-of-pocket medical and dependent care expenses	-\$5,300	\$0
Remaining spendable income	\$19,855	\$21,055

* Assumes standard deductions and four exemptions.

The example above is for illustrative purposes only. Every situation varies and it is recommended you consult a tax advisor for all tax advice.

APPENDIX B

MATRIX A:
SINGLE COVERAGE

Salary Range	Year 1	Year 2	Year 3	Year 4
less than 20,000	1.13%	2.25%	3.38%	4.50%
20,000-24,999.99	1.38%	2.75%	4.13%	5.50%
25,000-29,999.99	1.88%	3.75%	5.63%	7.50%
30,000-34,999.99	2.50%	5.00%	7.50%	10.00%
35,000-39,999.99	2.75%	5.50%	8.25%	11.00%
40,000-44,999.99	3.00%	6.00%	9.00%	12.00%
45,000-49,999.99	3.50%	7.00%	10.50%	14.00%
50,000-54,999.99	5.00%	10.00%	15.00%	20.00%
55,000-59,999.99	5.75%	11.50%	17.25%	23.00%
60,000-64,999.99	6.75%	13.50%	20.25%	27.00%
65,000-69,999.99	7.25%	14.50%	21.75%	29.00%
70,000-74,999.99	8.00%	16.00%	24.00%	32.00%
75,000-79,999.99	8.25%	16.50%	24.75%	33.00%
80,000-94,999.99	8.50%	17.00%	25.50%	34.00%
95,000 and over	8.75%	17.50%	26.25%	35.00%

MATRIX B:
FAMILY COVERAGE

Salary Range	Year 1	Year 2	Year 3	Year 4
less than 25,000	0.75%	1.50%	2.25%	3.00%
25,000-29,999.99	1.00%	2.00%	3.00%	4.00%
30,000-34,999.99	1.25%	2.50%	3.75%	5.00%
35,000-39,999.99	1.50%	3.00%	4.50%	6.00%
40,000-44,999.99	1.75%	3.50%	5.25%	7.00%
45,000-49,999.99	2.25%	4.50%	6.75%	9.00%
50,000-54,999.99	3.00%	6.00%	9.00%	12.00%
55,000-59,999.99	3.50%	7.00%	10.50%	14.00%
60,000-64,999.99	4.25%	8.50%	12.75%	17.00%
65,000-69,999.99	4.75%	9.50%	14.25%	19.00%
70,000-74,999.99	5.50%	11.00%	16.50%	22.00%
75,000-79,999.99	5.75%	11.50%	17.25%	23.00%
80,000-84,999.99	6.00%	12.00%	18.00%	24.00%
85,000-89,999.99	6.50%	13.00%	19.50%	26.00%
90,000-94,999.99	7.00%	14.00%	21.00%	28.00%
95,000-99,999.99	7.25%	14.50%	21.75%	29.00%
100,000-109,999.99	8.00%	16.00%	24.00%	32.00%
110,000 and over	8.75%	17.50%	26.25%	35.00%

MATRIX C:
SPOUSE/PARTNER-PARENT/CHILD COVERAGE

Salary Range	Year 1	Year 2	Year 3	Year 4
less than 25,000	0.88%	1.75%	2.63%	3.50%
25,000-29,999.99	1.13%	2.25%	3.38%	4.50%
30,000-34,999.99	1.50%	3.00%	4.50%	6.00%
35,000-39,999.99	1.75%	3.50%	5.25%	7.00%
40,000-44,999.99	2.00%	4.00%	6.00%	8.00%
45,000-49,999.99	2.50%	5.00%	7.50%	10.00%
50,000-54,999.99	3.75%	7.50%	11.25%	15.00%
55,000-59,999.99	4.25%	8.50%	12.75%	17.00%
60,000-64,999.99	5.25%	10.50%	15.75%	21.00%
65,000-69,999.99	5.75%	11.50%	17.25%	23.00%
70,000-74,999.99	6.50%	13.00%	19.50%	26.00%
75,000-79,999.99	6.75%	13.50%	20.25%	27.00%
80,000-84,999.99	7.00%	14.00%	21.00%	28.00%
85,000-99,999.99	7.50%	15.00%	22.50%	30.00%
100,000 and over	8.75%	17.50%	26.25%	35.00%

APPENDIX C



Horizon Blue Cross Blue Shield of New Jersey

Making Healthcare Work.



Township of Toms River (DOP with Ortho)

Subgroups 60,61,62,63

		Dental Option Plan
Annual Deductible		\$0 per person
Out-of-network		Yes
Annual Maximum		\$0
Ortho Max		\$2,000
COVERED SERVICES		OUT-OF-POCKET COSTS
Exams and Preventive Services Exams*	All exams Fluoride treatment (child) Sealant application Prophylaxis	0%
X-rays*	Panoramic Full-mouth X-rays	0%
Space maintainers	Space maintainers -- fixed unilateral/bilateral	20%
Restorations and Repairs	Amalgam restorations Composite restorations (other than for molars) Denture adjustments and repairs	20%
Endodontics	Pulp cap/Pulpotomy Root canal therapy -- anterior, bicuspid, molar	20%
Periodontics	Scaling and root planing Gingivectomy Soft tissue grafts Periodontal maintenance Osseous surgery	20%
Oral Surgery	Routine extractions Soft tissue surgical extractions Incision and drainage of abscess Surgical extractions -- impacted	20%
COVERED SERVICES		OUT-OF-POCKET COSTS
Major Restoration	Crowns	20%
Dentures	Complete and partial dentures	20%
Fixed Bridges	Retainers and pontics	20%
Orthodontic Procedures (per optional rider)	Children only. Limited to one complete orthodontic treatment per lifetime	50%

Services are for illustrative purposes only. For complete listing of covered services, plan limitations, deductibles and maximums, consult your benefit booklet.

Dental Vocabulary

Visits and Exams

Fluoride Treatment - a prescription strength fluoride product that helps strengthen the tooth surface and prevent cavities.

Sealant Application - a composite material used to seal the decay-prone pits, fissures and grooves of children's teeth to prevent tooth decay.

Space Maintainer - a dental appliance that fills the space of a lost tooth or teeth and prevents other teeth from moving into the space. Used especially in orthodontic and pediatric treatment.

Prophylaxis - the scaling and polishing procedure performed to remove calculus, plaque and stains from teeth.

Restorations and Repairs

Restoration - any material or device used to replace tooth structure lost because of decay or fracture.

Amalgam - an alloy used to restore teeth.

Composite Restoration - a tooth-colored material used to restore teeth.

Endodontics

Endodontics - the dental specialty that deals with injuries to or diseases of the pulp, or nerve, of the tooth.

Pulp Cap - procedure used by which pulp is covered with a dressing or cement.

Pulpectomy - to remove a portion of the tooth's pulp.

Root Canal Therapy - the process of treating disease or inflammation of the pulp or root canal. This involves removing the pulp and tooth's nerves and filling the canal(s) with an appropriate material for a permanent seal.

Anterior - refers to the teeth and tissues toward the front of the mouth.

Molar - the broad, multicusped back teeth used for grinding food.

Bicuspid - a two-cusped tooth found between the molar and the cuspid.

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Periodontics

Periodontics - the dental specialty that deals with injuries or diseases of the gums and supporting tissues.

Scaling - a procedure used to remove plaque, calculus and stains from the teeth.

Root Planning - the process of scaling and planning root surfaces to remove all calculus, plaque and infected tissue.

Gingivectomy - the surgical removal of gingival (gum) tissue.

Osseous Surgery - surgery performed to correct damage to gingival (gum) tissue and supporting structures as a result of periodontal disease.

Oral Surgery

Surgical Extractions - extraction of an unerupted tooth by making a surgical incision.

Incision and Drainage of Abscess - making an incision so the trapped liquids in the infected tissue can escape.

Major Restoration

Crowns - the portion of the tooth that is covered by enamel. Also a dental restoration that covers the area of the tooth and restores it to its original shape.

Dentures

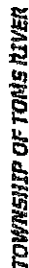
Complete Dentures - a dental prosthesis that replaces all the natural teeth of a single dental arch.

Partial Dentures - a dental prosthesis that replaces one or more, but less than all, of the natural teeth and associated structures in an arch.

Fixed Bridges

Retainers - the part of a fixed bridge that attaches a false tooth to a natural tooth or implant.

Pontics - an artificial tooth used in a fixed bridge to replace a missing tooth.



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TOWNSHIP OF TOMS RIVER

It is not a contract and some limitations and exclusions may apply. Payment of benefits is subject solely to the terms of the contract.

APPENDIX D

FOP Salary Guide 2021 - 2024

Rank	% Raise	2021	2022	2023	2024
		1.75%	2.00%	2.00%	2.25%
Captain	Annual	207,808.62	211,964.80	216,204.09	221,068.68
	Hourly	99.9080	101.9062	103.9443	106.2830
Lieutenant	Annual	183,171.99	186,835.43	190,572.14	194,860.01
	Hourly	88.0635	89.8247	91.6212	93.6827
Sergeant	Annual	161,456.14	164,685.26	167,978.96	171,758.49
	Hourly	77.6231	79.1756	80.7591	82.5762

For officers that had a hire date after 1/1/2018 - No longevity - Longevity built into base salary

Captain	Annual	219,735.92	223,031.96	228,607.76	234,322.95
	Hourly	105.6423	107.2269	109.9076	112.6553
Lieutenant	Annual	193,685.25	196,590.53	201,505.29	206,542.92
	Hourly	93.1179	94.5147	96.8775	99.2995
Sergeant	Annual	170,723.01	173,283.85	177,615.95	182,056.35
	Hourly	82.0784	83.3095	85.3923	87.5271

APPENDIX E

Article XII, Section 6, Paragraph D2(a), (b) – Retiree Premium Contributions

	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>
SINGLE COVERAGE:				
PARENT/CHILD	\$2540	\$2580	\$2620	\$2660
HUSBAND/WIFE	\$3465	\$3535	\$3605	\$3675
FAMILY	\$4725	\$4815	\$4905	\$4995
	\$6570	\$6670	\$6770	\$6870

APPENDIX F

- 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.** Full-time permanent employees who have accumulated 130 or more sick days have the option of annually selling back to the Township a maximum of 10 days over the 130. The buy-back rate is 75% of the employee's base rate of pay, calculated as of December 31 of the previous year. Eligibility is determined as of December 31 of the previous year. Buy-back requests must be submitted in writing to the Department of Human Resources no later than February 28 of each year. If approved, payment will be made by July 31.
- 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. These 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 or whose services are terminated shall receive payment for any accumulated, unused sick leave.

APPENDIX G

VOLUME/TITLE	Effective Date:	Revision Date	Page #	Section	Approved	Volume
Paid and Unpaid Time Off Policies	June 2, 2010					V3
	# Pages					Chapter
SUBJECT	1					C.5
Bereavement Policy	Reference					
	V3 C.5					
ISSUING AUTHORITY	Evaluation Date:	March 2014				
Township Administration						

Employees covered by union contracts will abide by their individual collective bargaining agreements.

- Bereavement Policy:**

In the event of death of an immediate family member, employees may be granted three days of leave. 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.

APPENDIX H

VOLUME TITLE:	Effective Date:	Revision Date	Page #	Section	Approved	Volume
Paid and Unpaid Time Off Policies	June 1, 2010					V3
	# Pages					Chapter
SUBJECT:	1					C.9
*Military Leave Policy	Reference					
	V3 C.9					
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 days 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.

APPENDIX I

VOLUME/TITLE	Effective Date:	Revision Date	Page #	Section	Approved	Volume
Paid and Unpaid Time Off Policies	June 1, 2010					V3
	# Pages					Chapter
	1					C.6
Jury Duty Policy	Reference					
	V3 C.6					
ISSUING AUTHORITY	Evaluation Date:	March 2014				
Township Administration						

Employees covered by union contracts will abide by their individual collective bargaining agreements.

• Jury Duty Policy

Jury Duty: The Township understands that it is the employee's civic responsibility to serve on a Grand or Petit Jury when called for such service. Each employee shall be paid for time served as a juror, in such amount as will compensate the employee for any loss sustained by the employee, being the difference between the amount of salary and the juror's compensation paid for service as a juror. Any travel allowance paid to the employee for jury service outside of Ocean County shall not be deducted from the compensation paid to the employee. Upon notification to report to Jury Duty, the employee must immediately notify his/her Department Head, who will in turn contact the Division of Human Resources (Personnel Office). If for any reason the employee is dismissed from jury duty, for any amount of time, the employee is required to report to work. If the employee does not report to work, he/she will not receive any pay for that day, and upon completion of Jury Duty if the employee does not return to work, he/she will not receive any pay for that time, and the employee may be considered as having resigned not in good standing.

SIGNATURES

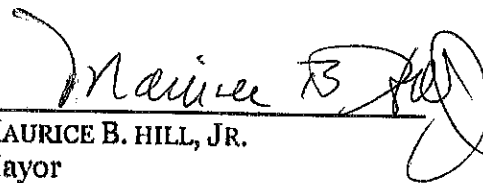
IN WITNESS WHEREOF, the parties have, by their duly authorized representative, executed this agreement on the dates shown:

Township of Toms River

Attest:


ALISON CARLISLE
Township Clerk

Dated: 6/23/21

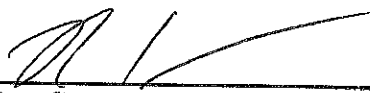

MAURICE B. HILL, JR.
Mayor

Dated: 6/23/21

FOP Lodge No. 156


JAMES SKRIPKO, SECRETARY
FOP Lodge No. 156
Toms River Police Department

Dated: 6/18/21


RON SERMARINI, PRESIDENT
FOP Lodge No. 156
Toms River Police Department

Dated: 6/18/21