

**AGREEMENT**

**Between**

**THE TOWNSHIP OF TOMS RIVER  
NEW JERSEY**

**And**

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

**[POLICE OFFICERS, DETECTIVES, FIRST GRADE  
DETECTIVES, SAFETY OFFICERS AND CORPORALS]**

**January 1, 2018 through December 31, 2021**

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**PREPARED BY:**

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## **PREAMBLE**

This agreement made and entered into this \_\_\_\_\_day of **January, 2018**, 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 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 receive an additional 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.** The Employer will notify the Secretary-Treasurer of the Union within three (3) days of hire all Employees, their addresses, birth

date, classification, rate of pay and social security number; and of all removals of Employees from the Employer's payroll.

**Section 5.** Any Employee in the bargaining unit on the effective date of this agreement who does not join the Union within 1 year thereafter, any new Employee who does not join within 1 year of initial employment with the department and any Employee previously employed by the department who does not join within 1 year of re-entry into employment with the department shall as a condition of employment pay a representation fee to the Union by automatic payroll deduction. The representation fee shall be in an amount equal to eighty-five [85%] percent of the regular Union membership dues, fees and assessments as certified to the Employer by the Union. The Union may revise its certification of the amount of the representation fee at any time to reflect changes in the Union membership dues, fees and assessments. The Union's entitlement to the representation fee shall continue beyond the termination date of this agreement so long as the Union remains the majority representative of the Employees in the unit, provided that no modification is made in this provision by a successor agreement between the Union and the Employer.

The Union shall indemnify and hold the Employer harmless against any and all claims, demands, suits and other forms of liability that may arise out of, or by reason of any action taken or not taken by the Employer in conformance with this provision. The Union shall intervene in, and defend, any administrative or Court litigation concerning this provision. In any such litigation, the Employer shall have no obligation to defend this provision but shall cooperate with the Union in defending this provision.

**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 layoff Employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient and non-productive. 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 covered by this agreement requires Employee services continuously throughout the seven (7) day week, and that the standard work week shall consist of forty (40) hours of work within said standard week.

**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 work day.

**Section 2.** Employees shall not be paid overtime for hours of work in excess of the normal work day 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 called to alert or placed on standby shall be reimbursed at a rate of Twenty Dollars (\$20.00) per shift.

**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> |
|----------------------|-------------|----------------|-------------|
| <b>Traffic Rate</b>  | \$78.00     | \$70.00        | \$8.00      |
| <b>Wawa Rate</b>     | \$70.00     | \$63.00        | \$7.00      |
| <b>Security Rate</b> | \$50.00     | \$43.00        | \$7.00      |

**Section 11.** In the event that an officer is required to work on Christmas Eve, Christmas Day, Thanksgiving Day and July 4<sup>th</sup>, he/she shall be granted a substitute day off on an hour for hour basis.

**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.

|                                                                |                  |
|----------------------------------------------------------------|------------------|
| <b>one (1) Year But Less Than Five (5) Years</b>               | <b>80 hours</b>  |
| <b>Five (5) Years But Less Than Ten (10) Years</b>             | <b>120 hours</b> |
| <b>Ten (10) Years But Less Than Fifteen (15) years</b>         | <b>160 hours</b> |
| <b>Fifteen (15) Years But Less Than Twenty-five (25) years</b> | <b>200 hours</b> |
| <b>Twenty-Two (22) Years and over</b>                          | <b>224 hours</b> |

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.

**ARTICLE XII**  
**PERSONAL DAYS**

**Section 1.** Employees shall be entitled to four (4) personal days per year. A personal day shall consist of one work day, regardless of the Officer's assigned work schedule and number of the hours in the work day. 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 continue to provide health insurance coverage to the Employee, spouse and eligible dependent children below the age of twenty-six (26). The Township shall provide medical insurance coverage through Horizon Blue Cross/Blue Shield under three separate plans known as: Point of Service; Direct Access and EPO coverage. Summaries of these plans shall be attached hereto. "Traditional" health coverage and the coverage known as the "PPO" shall no longer be offered.

**Section 2.** Effective as of January 1, 2014 new employees who enter the bargaining unit will have the option of enrolling in the EPO Plan, Omnia and Omnia10 plans, together with the "dental fee schedule plan." 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 Employer agrees to continue to provide a prescription drug plan. If not effective sooner under the practice of the parties, effective upon execution of this agreement, the co-pays shall be (a) \$5.00 generic and \$30.00 brand name for a 30 day supply for retail prescriptions and (b) \$5.00 generic and \$30.00 brand name for a 90 day supply for mail in prescriptions.

**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.** The Employer may change insurance carriers or plans at its option, (with respect to Hospitalization, Medical, Prescription and Dental other insurance coverage, if applicable) provided substantially equivalent benefits are provided.

**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.

**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.

| 1/1/2018 |             |               |             |
|----------|-------------|---------------|-------------|
|          | Omnia       | Direct Access | POS         |
| Single   | \$ 1,550.00 | \$ 2,232.00   | \$ 2,108.00 |
| P/C      | \$ 2,100.00 | \$ 3,276.00   | \$ 3,094.00 |
| H/W      | \$ 3,100.00 | \$ 4,482.00   | \$ 4,233.00 |
| Family   | \$ 4,500.00 | \$ 6,390.00   | \$ 6,035.00 |

| 1/1/2019 |             |               |             |
|----------|-------------|---------------|-------------|
|          | Omnia       | Direct Access | POS         |
| Single   | \$ 1,600.00 | \$ 2,268.00   | \$ 2,142.00 |
| P/C      | \$ 2,340.00 | \$ 3,339.00   | \$ 3,153.00 |
| H/W      | \$ 3,200.00 | \$ 4,563.00   | \$ 4,309.00 |
| Family   | \$ 4,600.00 | \$ 6,480.00   | \$ 6,120.00 |

| 1/1/2020 |             |               |             |
|----------|-------------|---------------|-------------|
|          | Omnia       | Direct Access | POS         |
| Single   | \$ 1,760.00 | \$ 2,304.00   | \$ 2,176.00 |
| P/C      | \$ 2,574.00 | \$ 3,402.00   | \$ 3,213.00 |
| H/W      | \$ 3,520.00 | \$ 4,644.00   | \$ 4,386.00 |
| Family   | \$ 5,060.00 | \$ 6,570.00   | \$ 6,205.00 |

| 1/1/2021 |             |               |             |
|----------|-------------|---------------|-------------|
|          | 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**

### **Eliminated**

## **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.** The salary for Officers shall be as set forth on the Salary Schedules annexed hereto.

**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 shall be defined as Patrolmen and Safety Officers who have twenty (20) or more years of service based on continuous employment as an officer with the Township of Toms River Police Department. 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. Detective First Grade shall be defined as those detectives who have twenty (20) or more years of service based on continuous employment as an officer with the Township of Toms River Police Department, whether served in the position of a detective, patrolman or safety officer.

### **Section 5. 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:

| <b>Years of Service</b>                          | <b>Increment of Base Pay</b> |
|--------------------------------------------------|------------------------------|
| 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:

| <b>Years of Service</b>                           | <b>Increment of Base Pay</b> |
|---------------------------------------------------|------------------------------|
| 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 1,040 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 they wish to take the terminal leave to which he or she is entitled under this Article.

- A. 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. In addition to Article XXIV, Section 3 (paragraph 1), employees may also "sell back" to the Township accrued unused sick leave, up to a maximum of 1,040 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 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.



**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, 2018 through December 31, 2021.

**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**

**Section 1.**       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.

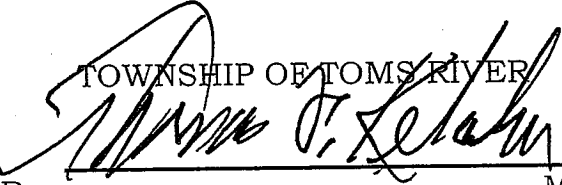
**ARTICLE XXXVIII**  
**EXPIRATION OF AGREEMENT/NEGOTIATIONS FOR**  
**SUCCESSOR AGREEMENT**

**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**  
**COMPLETENESS OF AGREEMENT**

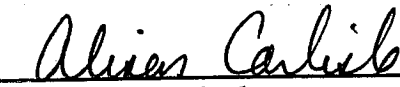
In accordance with law, this agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations. During the term of this agreement, neither party will be required to negotiate with 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 18<sup>th</sup> day of January, 2018.

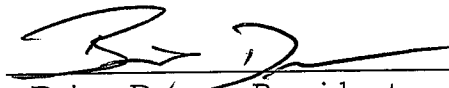
TOWNSHIP OF TOMS RIVER  
  
By: \_\_\_\_\_ Mayor

**THOMAS F. KELAHER**  
**MAYOR**

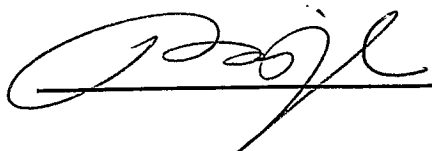
Attest:

  
\_\_\_\_\_  
Township Clerk

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

  
By: \_\_\_\_\_ Brian Dugan, 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**

| <b>VOLUME TITLE:</b>                     | <b>Effective Date:</b>  | <b>Revision Date</b> | <b>Page #</b> | <b>Section</b> | <b>Approved</b>                                                                     | <b>Volume</b> |
|------------------------------------------|-------------------------|----------------------|---------------|----------------|-------------------------------------------------------------------------------------|---------------|
| <b>Paid and Unpaid Time Off Policies</b> | June 1, 2010            |                      |               |                |  | <b>V3</b>     |
|                                          | <b># Pages</b>          | March 2014           |               |                |                                                                                     | Chapter       |
| <b>SUBJECT:</b>                          | <b>2</b>                |                      |               |                |                                                                                     | <b>C4</b>     |
| <b>Sick Leave</b>                        | <b>Reference</b>        |                      |               |                |                                                                                     |               |
|                                          | <b>V3 C4</b>            |                      |               |                |                                                                                     |               |
| <b>ISSUING AUTHORITY:</b>                | <b>Evaluation Date:</b> | 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 to due 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 31<sup>st</sup> of the previous

year and each succeeding December 31<sup>st</sup> 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 31<sup>st</sup> of the current year. Payment for sick days sold back to the Township will be made by July 31<sup>st</sup> 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.

| <b>Days Accrued</b> | <b>Days to Sell Back</b> | <b>Percent of Wage</b> |
|---------------------|--------------------------|------------------------|
| <b>100 – 169</b>    | <b>up to 25</b>          | <b>80.0%</b>           |
| <b>170 +</b>        | <b>up to 30</b>          | <b>82.5%</b>           |
| <b>200 +</b>        | <b>up to 35</b>          | <b>82.5%</b>           |

**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 Policy**

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

- **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.



TOWNSHIP OF TOMS RIVER

# SCHEDULE C

## SUMMARY OF MEDICAL PLANS

| Benefit                                                                                                             | POS                                           |                            | Direct Access                                                                                 |                            | EO Advantage                                                                                                                   |                                                                     | OMNIA                                                               |                                                                                                                                | OMNIA 10*                                                                                                                       |         |
|---------------------------------------------------------------------------------------------------------------------|-----------------------------------------------|----------------------------|-----------------------------------------------------------------------------------------------|----------------------------|--------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------|---------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------|---------|
|                                                                                                                     | In-Network                                    | Out-of-Network             | In-Network<br>(Includes BlueCard Network)                                                     | Out-of-Network             | In-Network<br>(Includes BlueCard Network)                                                                                      | Tier 1                                                              | Tier 2<br>(Includes BlueCard Network)                               | Tier 1                                                                                                                         | Tier 2<br>(Includes BlueCard Network)                                                                                           |         |
| Benefit Period                                                                                                      | Calendar Year                                 |                            | Calendar Year                                                                                 |                            | Calendar Year                                                                                                                  |                                                                     | Calendar Year                                                       |                                                                                                                                | Calendar Year                                                                                                                   |         |
| Deductible (Calendar Year)                                                                                          | Individual                                    | None                       | \$500                                                                                         | None                       | \$100                                                                                                                          | None                                                                | None                                                                | \$1,500                                                                                                                        | None                                                                                                                            | \$1,500 |
| Family                                                                                                              | None                                          | Two deductibles per family | None                                                                                          | Two deductibles per family | None                                                                                                                           | None                                                                | \$3,000                                                             | None                                                                                                                           | \$3,000                                                                                                                         |         |
| Consequence                                                                                                         | 100%                                          | 60%                        | 100%                                                                                          | 80%                        | 100%                                                                                                                           | 100%                                                                | 80%                                                                 | 100%                                                                                                                           | 100%                                                                                                                            |         |
| Maximum Out of Pocket                                                                                               | Individual                                    | \$4,000                    | \$500                                                                                         |                            | \$2,500                                                                                                                        | \$2,500                                                             | \$4,500                                                             | \$2,000                                                                                                                        | \$2,000                                                                                                                         |         |
| Family                                                                                                              | \$3,000                                       | \$3,000                    | \$1,000                                                                                       |                            | \$5,000                                                                                                                        | \$5,000                                                             | \$9,000                                                             | \$4,000                                                                                                                        | \$4,000                                                                                                                         |         |
| Benefit Period and Lifetime Maximum                                                                                 | Unlimited                                     | Unlimited                  | Unlimited                                                                                     | Unlimited                  | Unlimited                                                                                                                      | Unlimited                                                           | Unlimited                                                           | Unlimited                                                                                                                      | Unlimited                                                                                                                       |         |
| Primary Care Physician Selection                                                                                    | Required                                      |                            | Not Required                                                                                  |                            | Not Required                                                                                                                   |                                                                     | Not Required                                                        |                                                                                                                                | Not Required                                                                                                                    |         |
| Doctor's Office Visits                                                                                              |                                               |                            |                                                                                               |                            |                                                                                                                                |                                                                     |                                                                     |                                                                                                                                |                                                                                                                                 |         |
| Primary Care Office Visit                                                                                           | 100% after \$0 copay                          | 60% after deductible       | 100% after \$10 copay                                                                         | 80% after deductible       | 100% after \$20 copay                                                                                                          | 100% after \$5 copay                                                | 100% after \$20 copay                                               | 100% after \$5 copay                                                                                                           | 100% after \$10 copay                                                                                                           |         |
| Specialist Office Visit                                                                                             | 100% after \$0 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                                                                                                           |         |
|                                                                                                                     | A referral is required to visit a specialist. |                            | A referral is not required to visit a specialist.                                             |                            | A referral is not required to visit a specialist.                                                                              |                                                                     | A referral is not required to visit a specialist.                   |                                                                                                                                | A referral is not required to visit a specialist.                                                                               |         |
| Maternity Visits                                                                                                    | 100%                                          | 60% after deductible       | 100% after \$10 copay<br>Copay applies to 1st visit only                                      | 80% after deductible       | 100% after \$40 copay<br>Copay applies to 1st visit only<br>Dependent children are eligible for Maternity/Obstetrical Benefits | 100%                                                                | 80% after deductible                                                | 100% after \$5 copay*<br>Copay applies to 1st visit only<br>Dependent children are eligible for Maternity/Obstetrical Benefits | 100% after \$10 copay*<br>Copay applies to 1st visit only<br>Dependent children are eligible for Maternity/Obstetrical Benefits |         |
| Allergy Testing and Treatment                                                                                       | 100%                                          | 60% after deductible       | 100%                                                                                          | 80% after deductible       | 100%                                                                                                                           | 100% Office setting<br>Copay only applies to Office visit if billed | 100% Office setting<br>Copay only applies to Office visit if billed | 100% after \$5 copay*<br>Copay only applies to office visit if billed                                                          | 100% after \$10 copay*<br>Copay only applies to office visit if billed                                                          |         |
| Preventive Care                                                                                                     |                                               |                            |                                                                                               |                            |                                                                                                                                |                                                                     |                                                                     |                                                                                                                                |                                                                                                                                 |         |
| Routine Adult Physicals, GYN Exams, PAP, Mammograms, Prostate Cancer Screening, Colorectal Screening, Immunizations | 100%                                          | 60% (no deductible)        | 100% after \$10 Office copay<br>Note: A copay will only apply when an Office visit is billed. | 80% (no deductible)        | 100%                                                                                                                           | 100%                                                                | 100%                                                                | 100%                                                                                                                           | 100%                                                                                                                            |         |
| Well Child Exams                                                                                                    | 100%                                          | 60% (no deductible)        | 100% after \$10 copay                                                                         | 80% (no deductible)        | 100%                                                                                                                           | 100%                                                                | 100%                                                                | 100%                                                                                                                           | 100%                                                                                                                            |         |
| Well Child Immunizations and Lead Screening                                                                         | 100%                                          | 60% (no deductible)        | 100%                                                                                          | 80% (no deductible)        | 100%                                                                                                                           | 100%                                                                | 100%                                                                | 100%                                                                                                                           | 100%                                                                                                                            |         |
| Diagnostic Procedures                                                                                               |                                               |                            |                                                                                               |                            |                                                                                                                                |                                                                     |                                                                     |                                                                                                                                |                                                                                                                                 |         |
| Laboratory                                                                                                          | 100% Office or Labcorp                        | 60% after deductible       | 100% Office or Labcorp                                                                        | 80% after deductible       | 100% Office or Labcorp Facility                                                                                                | 100% Office or Labcorp Facility                                     | 100% Office or Labcorp Facility                                     | 100% Office or Labcorp Facility                                                                                                | 100% Office or Labcorp Facility                                                                                                 |         |
|                                                                                                                     | 100% Outpatient Facility                      |                            | 100% Outpatient Facility                                                                      |                            | 100% Outpatient Facility                                                                                                       |                                                                     | 100% Outpatient Facility                                            |                                                                                                                                | 100% Outpatient Facility                                                                                                        |         |
| Outpatient X-ray/Radiology Services                                                                                 | 100% Office                                   | 60% after deductible       | 100% Office                                                                                   | 80% after deductible       | 100% Office                                                                                                                    | 100% after \$15 copay Outpatient Facility                           | 100% Office                                                         | 100% after deductible Outpatient Facility                                                                                      | 100% after \$10 copay*<br>Copay only applies to office visit if billed                                                          |         |
|                                                                                                                     | 100% Outpatient Facility                      |                            | 100% Outpatient Facility                                                                      |                            | 100% Outpatient Facility                                                                                                       |                                                                     | 100% Outpatient Facility                                            |                                                                                                                                | 100% Outpatient Facility                                                                                                        |         |
| Hospital Care                                                                                                       |                                               |                            |                                                                                               |                            |                                                                                                                                |                                                                     |                                                                     |                                                                                                                                |                                                                                                                                 |         |
| Inpatient Admission (including maternity)                                                                           | 100%                                          | 60% after deductible       | 100%                                                                                          | 80% after deductible       | 100% after \$250 copay per admission                                                                                           | \$150 Copay per admission                                           | 80% after deductible                                                | 100%                                                                                                                           | \$150 copay per admission after deductible (does not apply to hospice)                                                          |         |
| Room and Board                                                                                                      | 100%                                          | 60% after deductible       | 100%                                                                                          | 80% after deductible       | 100%                                                                                                                           | 100%                                                                | 80% after deductible                                                | 100%                                                                                                                           | 100% after deductible                                                                                                           |         |
| Pre-Admission Testing                                                                                               | 100%                                          | 60% after deductible       | 100%                                                                                          | 80% after deductible       | 100%                                                                                                                           | 100%                                                                | 80% after deductible                                                | 100%                                                                                                                           | 100% after deductible                                                                                                           |         |
| Surgery in Hospital                                                                                                 | 100%                                          | 60% after deductible       | 100%                                                                                          | 80% after deductible       | 100%                                                                                                                           | 100%                                                                | 80% after deductible                                                | 100%                                                                                                                           | 100% after deductible                                                                                                           |         |
| Inpatient Physician Services                                                                                        | 100%                                          | 60% after deductible       | 100%                                                                                          | 80% after deductible       | 100%                                                                                                                           | 100%                                                                | 80% after deductible                                                | 100%                                                                                                                           | 100% after deductible                                                                                                           |         |
| Outpatient Department Services                                                                                      | 100%                                          | 60% after deductible       | 100%                                                                                          | 80% after deductible       | 100%                                                                                                                           | 100%                                                                | 80% after deductible                                                | 100%                                                                                                                           | 100% after deductible                                                                                                           |         |
| Emergency Care                                                                                                      |                                               |                            |                                                                                               |                            |                                                                                                                                |                                                                     |                                                                     |                                                                                                                                |                                                                                                                                 |         |
| Emergency Room                                                                                                      | 100% after \$25 facility copay                |                            | 100% after \$50 Facility copay                                                                |                            | 100% after \$100 Facility copay                                                                                                | 100% after \$100 Facility copay                                     | 100%                                                                | 100% after \$25 Facility copay                                                                                                 |                                                                                                                                 |         |
| Ambulance                                                                                                           | 100%                                          | 60% after deductible       | 100%                                                                                          | 80% after deductible       | 100%                                                                                                                           | 100%                                                                | 100%                                                                | 100%                                                                                                                           | 100%                                                                                                                            |         |
| Outpatient Surgery                                                                                                  |                                               |                            |                                                                                               |                            |                                                                                                                                |                                                                     |                                                                     |                                                                                                                                |                                                                                                                                 |         |
| Hospital Outpatient Surgery                                                                                         | 100%                                          | 60% after deductible       | 100%                                                                                          | 80% after deductible       | 100% after \$200 copay                                                                                                         | 100% after \$150 copay                                              | 80% after deductible                                                | 100%                                                                                                                           | 100% after deductible                                                                                                           |         |
| Surgery in an Ambulatory Surgery Center                                                                             | 100%                                          | 60% after deductible       | 100%                                                                                          | 80% after deductible       | 100% after \$100 copay                                                                                                         | 100% after \$150 copay                                              | 80% after deductible                                                | 100%                                                                                                                           | 100% after deductible                                                                                                           |         |



**SCHEDULE D**  
**SALARY SALARIES**

| TOMS RIVER PBA LOCAL 137                     |              |            |              |            |              |            |              |            |              |
|----------------------------------------------|--------------|------------|--------------|------------|--------------|------------|--------------|------------|--------------|
| PAY SCALE FOR OFFICERS HIRED BEFORE 1/1/2011 |              |            |              |            |              |            |              |            |              |
|                                              | 2017         | 2018       | 2018         | 2019       | 2019         | 2020       | 2020         | 2021       | 2021         |
|                                              |              | 1% RAISE   | SALARY       | 2% RAISE   | SALARY       | 3% RAISE   | SALARY       | 3% RAISE   | SALARY       |
| 13-24 MONTHS                                 | \$61,494.36  | \$614.94   | \$62,109.30  | \$1,242.19 | \$63,351.49  | \$1,900.54 | \$65,252.03  | \$1,957.56 | \$67,209.60  |
| 25-36 MONTHS                                 | \$71,483.32  | \$714.83   | \$72,198.15  | \$1,443.96 | \$73,642.12  | \$2,209.26 | \$75,851.38  | \$2,275.54 | \$78,126.92  |
| 37-48 MONTHS                                 | \$81,472.28  | \$814.72   | \$82,287.00  | \$1,645.74 | \$83,932.74  | \$2,517.98 | \$86,450.73  | \$2,593.52 | \$89,044.25  |
| 49-60 MONTHS                                 | \$91,461.23  | \$914.61   | \$92,375.84  | \$1,847.52 | \$94,223.36  | \$2,826.70 | \$97,050.06  | \$2,911.50 | \$99,961.56  |
| 61-72 MONTHS                                 | \$101,450.19 | \$1,014.50 | \$102,464.69 | \$2,049.29 | \$104,513.99 | \$3,135.42 | \$107,649.41 | \$3,229.48 | \$110,878.89 |
| 73-240 MONTHS                                | \$120,328.29 | \$1,203.28 | \$121,531.57 | \$2,430.63 | \$123,962.20 | \$3,718.87 | \$127,681.07 | \$3,830.43 | \$131,511.50 |
| CORPORAL &<br>DETECTIVE                      | \$129,681.25 | \$1,296.81 | \$130,978.06 | \$2,619.56 | \$133,597.62 | \$4,007.93 | \$137,605.55 | \$4,128.17 | \$141,733.72 |
| SAFETY OFFICER &<br>SENIOR DETECTIVE         | \$135,933.64 | \$1,359.34 | \$137,292.98 | \$2,745.86 | \$140,038.84 | \$4,201.17 | \$144,240.00 | \$4,327.20 | \$148,567.20 |

| TOMS RIVER PBA LOCAL 137                          |              |            |              |            |              |            |              |            |              |
|---------------------------------------------------|--------------|------------|--------------|------------|--------------|------------|--------------|------------|--------------|
| PAY SCALE FOR OFFICERS HIRED ON OR AFTER 1/1/2011 |              |            |              |            |              |            |              |            |              |
|                                                   | 2017         | 2018       | 2018         | 2019       | 2019         | 2020       | 2020         | 2021       | 2021         |
|                                                   |              | 1% RAISE   | SALARY       | 2% RAISE   | SALARY       | 3% RAISE   | SALARY       | 3% RAISE   | SALARY       |
| ACADEMY                                           | \$43,297.29  | \$432.97   | \$43,730.26  | \$874.61   | \$44,604.87  | \$1,338.15 | \$45,943.01  | \$1,378.29 | \$47,321.30  |
| ACADEMY GRAD                                      | \$48,965.98  | \$489.66   | \$49,455.64  | \$989.11   | \$50,444.75  | \$1,513.34 | \$51,958.10  | \$1,558.74 | \$53,516.84  |
| 1-12 MONTHS                                       | \$54,318.61  | \$543.19   | \$54,861.80  | \$1,097.24 | \$55,959.03  | \$1,678.77 | \$57,637.80  | \$1,729.13 | \$59,366.94  |
| 13-24 MONTHS                                      | \$61,108.71  | \$611.09   | \$61,719.80  | \$1,234.40 | \$62,954.19  | \$1,888.63 | \$64,842.82  | \$1,945.28 | \$66,788.10  |
| 25-36 MONTHS                                      | \$68,607.80  | \$686.08   | \$69,293.88  | \$1,385.88 | \$70,679.76  | \$2,120.39 | \$72,800.15  | \$2,184.00 | \$74,984.15  |
| 37-48 MONTHS                                      | \$76,105.81  | \$761.06   | \$76,866.87  | \$1,537.34 | \$78,404.21  | \$2,352.13 | \$80,756.33  | \$2,422.69 | \$83,179.02  |
| 49-60 MONTHS                                      | \$83,603.81  | \$836.04   | \$84,439.85  | \$1,688.80 | \$86,128.65  | \$2,583.86 | \$88,712.50  | \$2,661.38 | \$91,373.88  |
| 61-72 MONTHS                                      | \$91,102.90  | \$911.03   | \$92,013.93  | \$1,840.28 | \$93,854.21  | \$2,815.63 | \$96,669.83  | \$2,900.10 | \$99,569.93  |
| 73-84 MONTHS                                      | \$98,600.91  | \$986.01   | \$99,586.92  | \$1,991.74 | \$101,578.66 | \$3,047.36 | \$104,626.02 | \$3,138.78 | \$107,764.80 |
| 85-96 MONTHS                                      | \$106,100.00 | \$1,061.00 | \$107,161.00 | \$2,143.22 | \$109,304.22 | \$3,279.13 | \$112,583.35 | \$3,377.50 | \$115,960.85 |
| 97-108 MONTHS                                     | \$113,598.01 | \$1,135.98 | \$114,733.99 | \$2,294.68 | \$117,028.67 | \$3,510.86 | \$120,539.53 | \$3,616.19 | \$124,155.72 |
| 109-240 MONTHS                                    | \$120,328.29 | \$1,203.28 | \$121,531.57 | \$2,430.63 | \$123,962.20 | \$3,718.87 | \$127,681.07 | \$3,830.43 | \$131,511.50 |
| CORPORAL &<br>DETECTIVE                           | \$129,681.25 | \$1,296.81 | \$130,978.06 | \$2,619.56 | \$133,597.62 | \$4,007.93 | \$137,605.55 | \$4,128.17 | \$141,733.72 |
| SAFETY OFFICER &<br>SENIOR DETECTIVE              | \$135,933.64 | \$1,359.34 | \$137,292.98 | \$2,745.86 | \$140,038.84 | \$4,201.17 | \$144,240.00 | \$4,327.20 | \$148,567.20 |

| TOMS RIVER PBA LOCAL 137                        |              |            |              |            |              |            |              |            |              |
|-------------------------------------------------|--------------|------------|--------------|------------|--------------|------------|--------------|------------|--------------|
| PAY SCALE FOR OFFICERS HIRED ON OR AFTER 1/1/18 |              |            |              |            |              |            |              |            |              |
|                                                 | 2017         | 2018       | 2018         | 2019       | 2019         | 2020       | 2020         | 2021       | 2021         |
|                                                 |              | 1% RAISE   | SALARY       | 2% RAISE   | SALARY       | 3% RAISE   | SALARY       | 3% RAISE   | SALARY       |
| STEP 1A<br>ACADEMY                              | \$43,297.29  | \$432.97   | \$43,730.26  | \$874.61   | \$44,604.87  | \$1,338.15 | \$45,943.01  | \$1,378.29 | \$47,321.30  |
| STEP 1B<br>ACADEMY GRAD                         | \$48,965.98  | \$489.66   | \$49,455.64  | \$989.11   | \$50,444.75  | \$1,513.34 | \$51,958.10  | \$1,558.74 | \$53,516.84  |
| STEP 2<br>13-24 MONTHS                          | \$54,318.61  | \$543.19   | \$54,861.80  | \$1,097.24 | \$55,959.03  | \$1,678.77 | \$57,637.80  | \$1,729.13 | \$59,366.94  |
| STEP 3<br>25-36 MONTHS                          | \$61,108.71  | \$611.09   | \$61,719.80  | \$1,234.40 | \$62,954.19  | \$1,888.63 | \$64,842.82  | \$1,945.28 | \$66,788.10  |
| STEP 4<br>37-48 MONTHS                          | \$68,607.80  | \$686.08   | \$69,293.88  | \$1,385.88 | \$70,679.76  | \$2,120.39 | \$72,800.15  | \$2,184.00 | \$74,984.15  |
| STEP 5<br>49-60 MONTHS                          | \$76,105.81  | \$761.06   | \$76,866.87  | \$1,537.34 | \$78,404.21  | \$2,352.13 | \$80,756.33  | \$2,422.69 | \$83,179.02  |
| STEP 6<br>61-72 MONTHS                          | \$85,275.89  | \$852.76   | \$86,128.65  | \$1,722.57 | \$87,851.22  | \$2,635.54 | \$90,486.76  | \$2,714.60 | \$93,201.36  |
| STEP 7<br>73-84 MONTHS                          | \$92,924.55  | \$929.25   | \$93,853.80  | \$1,877.08 | \$95,730.87  | \$2,871.93 | \$98,602.80  | \$2,958.08 | \$101,560.88 |
| STEP 8<br>85-96 MONTHS                          | \$100,572.93 | \$1,005.73 | \$101,578.66 | \$2,031.57 | \$103,610.23 | \$3,108.31 | \$106,718.54 | \$3,201.56 | \$109,920.10 |
| STEP 9<br>97-108 MONTHS                         | \$108,222.00 | \$1,082.22 | \$109,304.22 | \$2,186.08 | \$111,490.30 | \$3,344.71 | \$114,835.01 | \$3,445.05 | \$118,280.06 |
| STEP 10<br>109-120 MONTHS                       | \$115,869.98 | \$1,158.70 | \$117,028.68 | \$2,340.57 | \$119,369.25 | \$3,581.08 | \$122,950.33 | \$3,688.51 | \$126,638.84 |
| STEP 11<br>121-240 MONTHS                       | \$125,141.42 | \$1,251.41 | \$126,392.83 | \$2,527.86 | \$128,920.69 | \$3,867.62 | \$132,788.31 | \$3,983.65 | \$136,771.96 |
| CORPORAL &<br>DETECTIVE                         | \$137,462.13 | \$1,374.62 | \$138,836.75 | \$2,776.74 | \$141,613.49 | \$4,248.40 | \$145,861.89 | \$4,375.86 | \$150,237.75 |
| SAFETY OFFICER &<br>SENIOR DETECTIVE            | \$144,089.66 | \$1,440.90 | \$145,530.56 | \$2,910.61 | \$148,441.17 | \$4,453.24 | \$152,894.40 | \$4,586.83 | \$157,481.23 |

**SCHEDULE E**  
**SPECIAL DUTY / SECONDARY EMPLOYMENT**

|                                                                |                                                |                                                                                           |                                                                                     |
|----------------------------------------------------------------|------------------------------------------------|-------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|
| <b>TOMS RIVER POLICE DEPARTMENT<br/>POLICY &amp; PROCEDURE</b> |                                                |                                                                                           |  |
| <b>VOLUME: 1</b>                                               | <b>CHAPTER: 25</b>                             | <b># OF PAGES: 6</b>                                                                      |                                                                                     |
| <b>SUBJECT: SPECIAL DUTY / SECONDARY EMPLOYMENT</b>            |                                                |                                                                                           |                                                                                     |
| <b>EFFECTIVE DATE: 5/23/2012</b>                               | <b>ACCREDITATION<br/>STANDARDS:<br/>22.3.5</b> | <b>SUPERSEDES ORDER #:<br/>V1C25 eff. 6/14/00 with all<br/>revisions &amp; GO 03-2005</b> |                                                                                     |
| <b>BY THE ORDER OF:</b><br><br>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**

| <b>VOLUME TITLE:</b>                     | <b>Effective Date:</b>  | <b>Revision Date</b> | <b>Page #</b> | <b>Section</b> | <b>Approved</b>                                                                     | <b>Volume</b> |
|------------------------------------------|-------------------------|----------------------|---------------|----------------|-------------------------------------------------------------------------------------|---------------|
| <b>Paid and Unpaid Time Off Policies</b> | June 1, 2010            |                      |               |                |                                                                                     | <b>V3</b>     |
|                                          | <b># Pages</b>          |                      |               |                |                                                                                     | Chapter       |
| <b>SUBJECT:</b>                          | <b>1</b>                |                      |               |                |                                                                                     | <b>C9</b>     |
| <b>*Military Leave Policy</b>            | <b>Reference</b>        |                      |               |                |                                                                                     |               |
|                                          | <b>V3 C9</b>            |                      |               |                |                                                                                     |               |
| <b>ISSUING AUTHORITY:</b>                | <b>Evaluation Date:</b> | 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.