

COLLECTIVE NEGOTIATIONS AGREEMENT

between

THE TOWNSHIP OF TOMS RIVER

and

NEW JERSEY STATE FRATERNAL ORDER OF POLICE
LABOR COUNCIL LODGE #156

January 1, 2013 — December 31, 2015

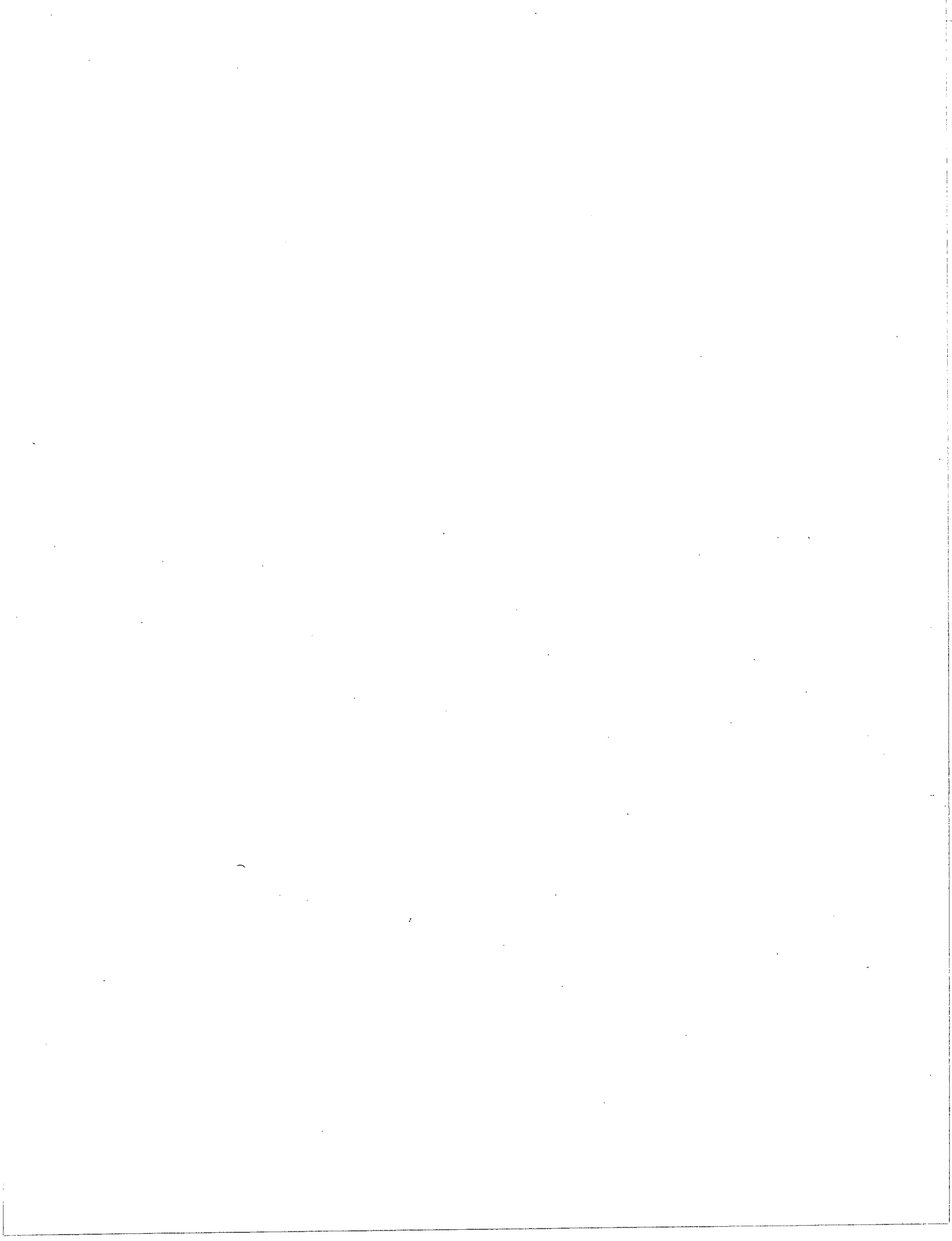


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PREAMBLE

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

ARTICLE I
RECOGNITION AND SCOPE OF AGREEMENT

Section 1

The Employer hereby recognizes the Union as the sole and exclusive representative of all employees in the negotiating unit as defined in Article I, Section 2, for the purposes of collective bargaining and all matters related thereto.

Section 2

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

ARTICLE II
COLLECTIVE NEGOTIATIONS PROCEDURE

Section 1

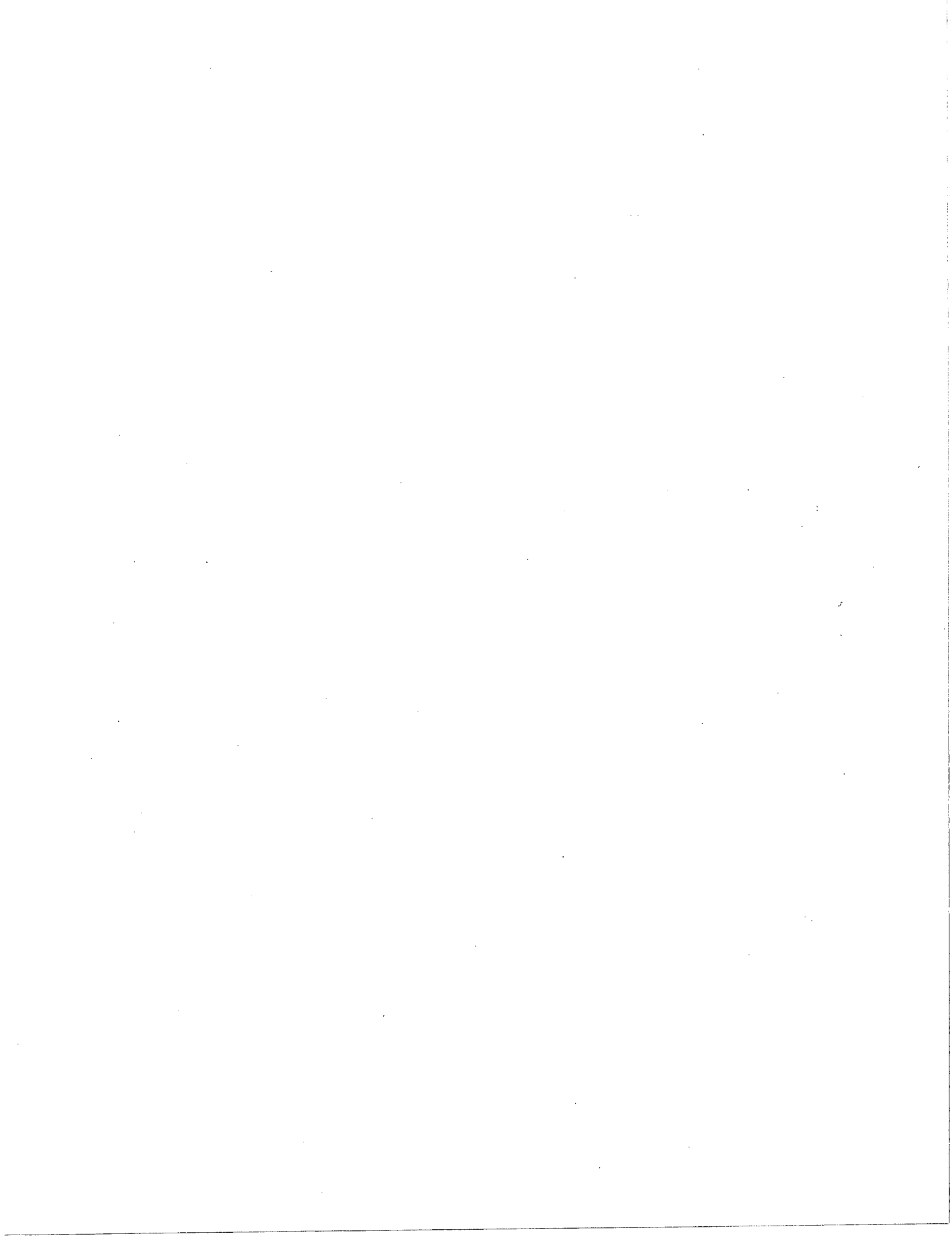
Collective negotiation concerning pay rates, work hours, or other conditions of employment properly subject to collective bargaining shall be conducted by the duly authorized agent of each of the parties. Unless otherwise designated, the mayor of the Township, or his or her designee, and the Union president,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

Section 2

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

Section 3

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



ARTICLE III
CONDUCTING UNION BUSINESS ON EMPLOYER'S TIME

Section 1 – Grievance Committee

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

Section 2 – Convention Committee

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

ARTICLE IV
EMPLOYEE RIGHTS

Section 1

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

Section 2

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

Section 3

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

Section 4

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

Section 5

Whenever any Employee covered by this agreement must appear in any disciplinary proceeding involving a matter that may adversely affect the continuation of that Employee in his or her duties to the Township, position, or employment, or the salary, or any increments pertaining thereto, he or she shall be given prior written notice of the reason for such proceeding and shall be entitled to have representatives of the Union present to advise and represent him or her during those such proceedings.

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

ARTICLE V
SICK LEAVE

Section 1

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

Section 2

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

Section 3

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

Section 4

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

Section 5

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

Section 6

The Township has implemented a sick-leave bank allowing employees to donate sick leave to other Employees for purposes of catastrophic or prolonged illnesses, with prior approval of the Business Administrator, and with a maximum of 10 days being donated by any one Employee in one calendar year.

Section 7

Pursuant to N.J.S.A. 40A:9-10.4 (L.2010, c.3, §2), and any subsequent amendments thereto, Employees hired on or after May 21, 2010, are capped at a maximum of \$15,000 in supplemental compensation for unused, accrued sick leave upon retirement.

ARTICLE VI
CHECK-OFF

Section 1

Upon receiving the written voluntary authorization and assignment of an Employee covered by this agreement (in the form agreed upon by the Employer and the Union consistent with applicable law), Employer agrees to deduct membership dues (and initiation fees where applicable), in such amounts as shall be fixed pursuant to the By-Laws and Constitution of the Union during the full term of this agreement and any extension or renewal thereof. Employer shall promptly remit any and all amounts so deducted with a list of such deductions to the Secretary-Treasurer of the Union.

Section 2

If, during the life of this agreement, the rate of membership dues shall change, Union shall provide Employer written notice thereof 30 days prior to the effective date of the change.

Section 3

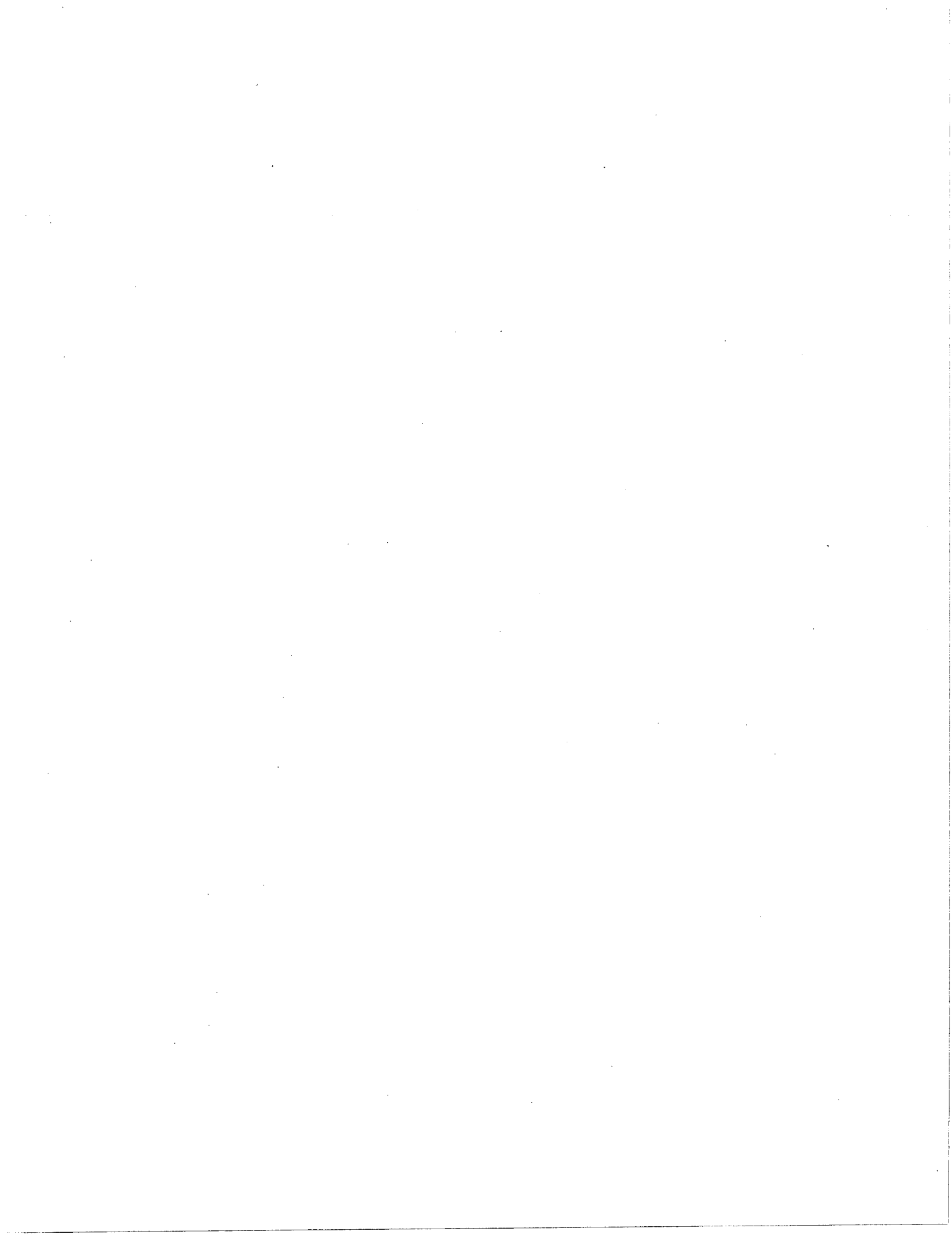
Union will provide the necessary "check-off" authorization form and Union will secure the signatures of its members on the forms and deliver the signed forms to Employer. Union shall indemnify, defend, and save Employer harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken by Employer in reliance upon the salary deduction authorization forms submitted by Union to Employer.

Section 4

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

Section 5

Any Employee in the bargaining unit or on the effective date of this agreement who does not join the Union within 30 days thereafter or any employee previously employed within the department who does not join within 10 days of reentry into employment within 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 85% of the regular Union membership dues, fees, and assessments as certified to Employer by the Union. Union may revise its certification of the representation fee at any time to reflect changes in the Union membership dues, fees, and assessments. Union's entitlement to the representation fee shall continue beyond the termination date of this agreement so long as Union remains the majority representative of Employees in the unit, provided that no modification is made in this provision by a successor agreement between the parties.



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 Employer in conformance with this provision. Union shall intervene in and defend any administrative or court litigation concerning this provision. In any such litigation, Employer shall have no obligation to defend this provision but shall cooperate with 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 before the signing of this agreement by the Laws and Constitution of the State of New Jersey and of the United States including, but not limited to, the following:

- A. To the executive management and administrative control of the Township government, its properties, facilities, and police-related activities of its employees by utilizing personnel, method, and means of the most appropriate and efficient manner possible.
- B. To hire, promote, transfer, assign, or retain employees in positions within the Department, and in that regard, to establish reasonable work rules.
- C. To suspend, demote, discharge, or take any other appropriate disciplinary action against an employee for good and just cause according to law.
- D. To layoff employees in the event of lack of work or unavailability of funds or under conditions where continuation of work would be inefficient or non-productive. Reduction in the police department's level of certified personnel as described in Article I shall not be effected until non-certified personnel employed in the police department and performing police functions are laid off. Seniority shall prevail at all times in the order of any layoff and subsequent hiring.

Section 2

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

ARTICLE VII-A
RULES AND REGULATIONS

Section 1

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

Section 2

Employees shall comply with all rules and regulations promulgated by the Township. Employees shall promptly and efficiently execute instructions and orders of supervisors. If an Employee believes a rule, regulation, or instruction or order of a supervisor is unreasonable or unjust, the Employee may regard the rule, regulation, order, or instruction as a grievance which shall be handled in accordance with the Grievance Procedure set forth in Article XX of this agreement.

Section 3

Union shall have the opportunity to grieve the continuation of any rule or regulation for a period of 30 calendar days after the execution date of this agreement or the promulgation of any new rule or regulation 30 calendar days after the promulgation and furnishing of same to the Union as to the reasonableness or propriety of said rule or regulation. The foregoing shall not preclude the Union from grieving the application or interpretation of any rule or regulation in accordance with Article XX.

ARTICLE VIII
HOURS

Section 1

The parties understand and agree that the standard weekly work schedule for Employees covered by this agreement requires employee services continuously throughout the 7-day week, and that the stand work week shall consist of 40 hours of work within the standard week.

Section 2

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

Section 3

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

Section 4

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

Section 5

Supervisors covered by this agreement that are called to alert or placed on standby shall be reimbursed at a rate of \$10.00 per shift or any portion thereof during the period or periods of such alert or standby.

Section 6

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

Section 7

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

ARTICLE IX
OVERTIME

Section 1

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

Section 2

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

Section 3

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

Section 4

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

Section 5

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



ARTICLE X
VACATIONS

Section 1

Employees covered by this agreement with the length of continued employment specified in the following table are entitled to the vacation time set forth, with pay, at their regular pay rates:

1 year but less than 5 years	14 days
5 years but less than 10 years	19 days
10 year but less than 15 years	24 days
15 years but less than 22 years	29 days
22 years and above	32 days

Section 2

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

Section 3

Except for the first annual anniversary date, vacations may be scheduled at any time within the calendar year of an anniversary date; that is, they need not be deferred until the actual anniversary date. If the first anniversary date occurs in December, the vacation to which an Employee is entitled may be taken the following calendar year, but not consecutively with the vacation to which an Employee is entitled for the second anniversary date. Accrued but unused vacation leave may accumulate and be carried over from year to year. An Employee will be entitled to carry over no more than 40 hours of vacation and shall not be entitled to carry over any vacation leave from the year immediately preceding his retirement.

Section 4

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

- A. Vacations shall be schedule based upon seniority in grade.
- B. Unless otherwise agreed to by the parties, not Employee may take more than 3 consecutive weeks of vacation at one time.
- C. Assignment of vacation periods during June, July, August, or December shall be based exclusively upon seniority in grade.
- D. No Employee shall be assigned more than 2 weeks' vacation during June, July, August, or December unless otherwise authorized by the Chief of Police.

Section 5

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

ARTICLE XI
BEREAVEMENT

Section 1

Each Employee may be granted one day of leave with pay for the death of a family member of his or her family. In the event of death of an immediate family member, an Employee may be granted three days of leave. Immediate family members include a spouse or significant other, civil union partner, children, parent, stepchildren, sibling, grandparents, daughter-in-law, son-in-law, grandchildren, niece, nephew, uncle, aunt, or any person related by blood or marriage not specifically enumerated above. If the funeral is more than 100 miles from the Township boundary limits, the Employee may be granted up to 5 days of bereavement leave subject to advance approval by the Chief of Police.

Section 2

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

ARTICLE XII
PERSONAL DAYS

Section 1

Employees shall receive 3 personal days each calendar year.

ARTICLE XIII
HOSPITAL AND MEDICAL INSURANCE

Section 1

The Township shall provide medical insurance coverage to Employees covered by this agreement, their spouses, and eligible dependent children. Currently, the Township provides insurance coverage through Horizon Blue Cross/Blue Shield under three separate plans: Direct Access, Point of Service (POS), and Exclusive Provider Organization ("EPO"). Going forward, the Township will continue to provide coverage under these plans, or substantially equivalent plans.

Section 2

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

Section 3

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

<u>Contract Year</u>	<i>Over the Counter (30-day supply)</i>		<i>Mail-in (90-day supply)</i>	
	<u>Generic</u>	<u>Brand Name</u>	<u>Generic</u>	<u>Brand Name</u>
2013	\$5.00	\$30.00	\$0.00	\$0.00
2014	\$5.00	\$30.00	\$0.00	\$30.00
2015	\$5.00	\$30.00	\$5.00	\$30.00

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

Section 4

The Township shall provide a dental insurance plan. Currently, the Township provides this benefit through Horizon Blue Cross/Blue Shield. The level of benefits under this plan provides as of December 31, 2012, shall remain in effect. Going forward, the Township shall continue to provide coverage under this plan, or a substantially equivalent plan, and the level of benefits in effect as of December 31, 2012.

Section 5

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

Section 6

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

- A. All Employees employed on or before September 2, 1999, and who thereafter retire shall be entitled to the benefits enumerated in Sections 1 through 4 of this Article, provided that, as of the date of retirement:
1. Employee has 25 years or more of service credit in the PFRS, PERS, SPRS, or TAPF retirement systems and 20 or more years of service with the employer.
 2. Employee provides Employer with at least one-year advance written notice of the Employee's effective date of retirement, except for those Employees who are eligible to retire with health benefits under the conditions set forth herein prior to September 1, 2000. Those Employees shall provide Employer with such advance written notice as is practicable except in such instances where Employee is unable to do so due to an emergency or extraordinary circumstance.
 3. Employees shall notify Employer of any service credit which they may have accumulated in any of the above-referenced retirement systems prior to September 2, 1999, with an employer other than the Township of Toms River. Any Employee purchasing back retirement system service credit after September 2, 1999, shall not be eligible for the retirement health benefits provided for herein unless, as of the date of said Employee's retirement, said Employee has 25 years or more service with the Employer.
 4. Employees shall receive the benefits provided under Chapter 104 (Employee Regulations and Benefits) of the Code of the Township of Toms River, as amended and supplemented, not inconsistent herewith.

5. Any Employee employed by the Township as of September 2, 1999, who suffers an on-the-job accidental injury, which does not otherwise qualify as an on-the-job traumatic accidental injury covered under §104-14 of the Code of the Township of Toms River and which is of such significance that the employee is permanently disabled from continuing employment with the Township, shall be entitled to retirement health benefits specified herein, subject to co-pay provisions in the employment contract of the respective bargaining units and nonunion employees, as long as the employee has 15 years of service with the Township. The decision of the New Jersey Division of Pensions, based upon its interpretation of the applicable regulations and law, shall be final with regard to whether the injury permanently disabled the employee. Any employee of the Township employed after September 2, 1999, shall not be entitled to retirement health benefits specified in this section, unless the employee has 20 years or more service with the Township.
- B. Employees employed after September 2, 1999, and who thereafter retire shall be entitled to the benefits enumerated in Sections 1 through 4 of this Article, provided that as of the date of retirement:
1. Employee has 25 years of service credit in the PFRS, PERS, SPRS, TPAF retirement systems and 25 or more years of service with Employer.
 2. Employees shall receive the benefits provided under Chapter 104 (Employee Regulations and Benefits) of the Code of the Township of Toms River, as amended and supplemented, not inconsistent herewith.
- C. Employees retiring on or before the expiration of this agreement (on or before December 31, 2015) with five years or less of pension-creditable service with another municipality shall be permitted to count those credits toward the requirements set forth in subsections A and B above for health insurance coverage upon retirement.

Section 7

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

Section 8

Employer may change insurance carriers at its option provided substantially equivalent benefits are provided.

Section 9

- A. Employees' share of the costs for the medical, dental, and prescription coverage provided under this contract shall be governed by the statutory contribution rates

established by N.J.S.A. 40A:10-21.1 (P.L.2011, c.78, §42) and N.J.S.A. 52:14-17.28c (P.L.2011, c.78, §39).

- B. As mandated by those provisions, Employees shall pay the *greater* of one and one-half percent (1.5%) of base salary or a percentage of the total cost of the combined premiums for the level (family, single, spouse/partner) and types (medical, dental, and/or prescription) of coverage selected. For those Employees subject thereto, premium percentages shall be determined by an employee's base salary and phased in over four years until full contribution is reached (Year 4). Each individual employee's contribution percentages shall be calculated based upon the matrices included in Appendix B to this agreement.
- C. The contribution percentages set forth above shall be phased in on the following timetable:
- Year 1: January 1, 2013 through June 30, 2013 (6 months)
 - Year 2: July 1, 2013 through June 30, 2014 (1 year)
 - Year 3: July 1, 2014 through June 30, 2015 (1 year)
 - Year 4 (full contribution): July 1, 2015 through December 31, 2015 (6 months)
- D. Contribution percentages shall be recalculated immediately upon any adjustments in salary.
- E. Pursuant to N.J.S.A. 40A:10-21.2 (L.2011, c.78, §79), the above contribution rates shall remain in effect, and are not negotiable, until all employees in the bargaining unit have reached full contribution, notwithstanding the expiration of any law or agreement or the execution of a new agreement. Thereafter, employees' share of the cost of coverage may be the subject of collective negotiations; however, the rates set forth above shall be the baseline for future negotiations, as if they had been previously contracted for.
- F. New Employees hired to positions covered by this agreement after its effective date shall contribute at the same rate as existing employees.
- G. In accordance with N.J.S.A. 40A:10-21.1b (L.2011, c.78, §79), Employees retiring under this agreement shall contribute to the cost of coverage in retirement the *greater* of one and one-half percent (1.5%) of the annual retirement allowance, including any future cost-of-living increases, or the full premium percentage contribution determined by the annual retirement allowance, including any future cost-of-living increases, as set forth in the above matrices. Consistent with N.J.S.A. 40A:10-21.1b(3) (L.2011, c.78, §79), this contribution requirement shall

not apply to Employees who accrued 20 or more years of creditable service in a state- or locally-administered retirement system on or before June 28, 2011.

ARTICLE XIV
CLOTHING REQUIREMENTS

Section 1

All supervisors must have a class "C" uniform.

Section 2

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

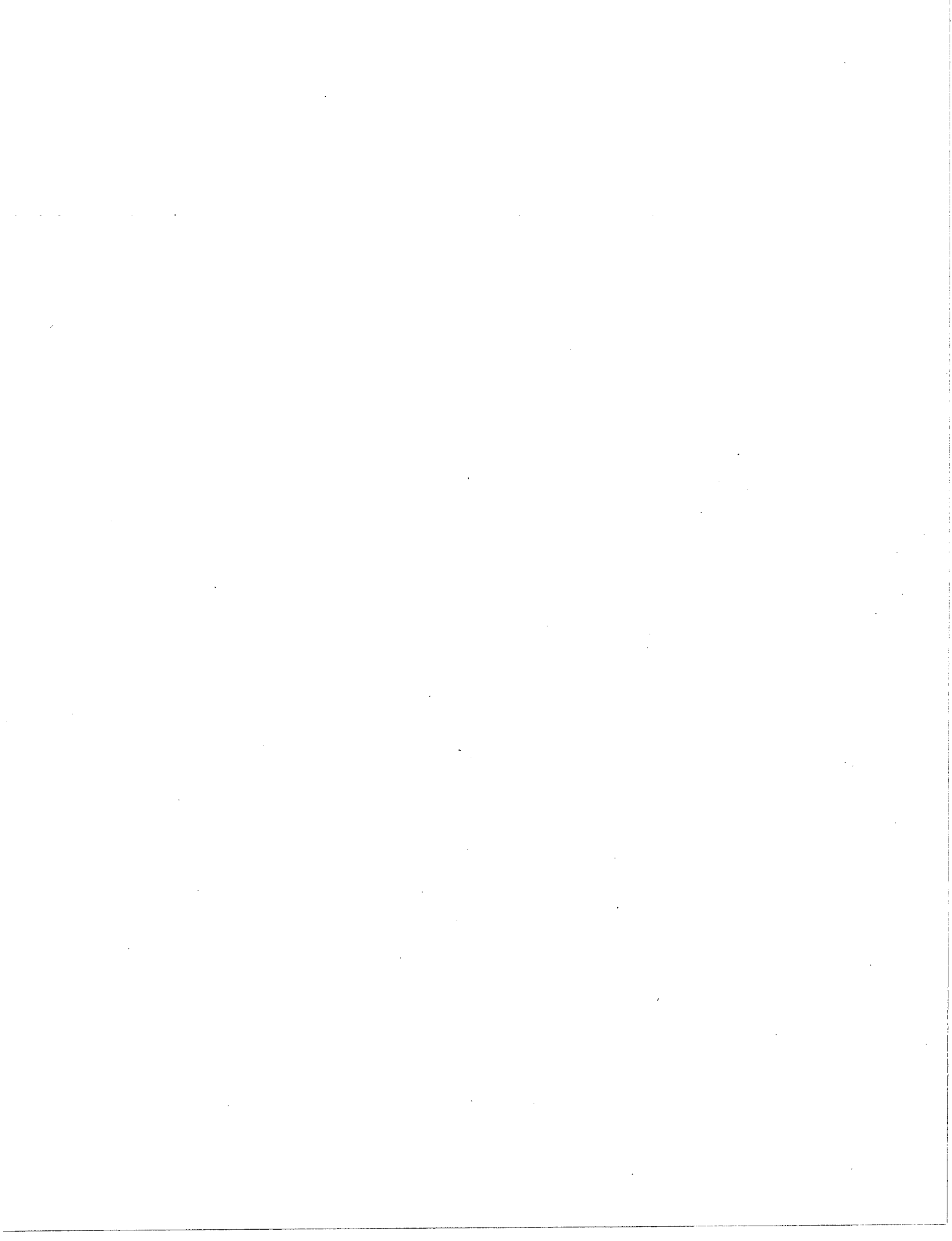
ARTICLE XV
FALSE ARREST AND LIABILITY INSURANCE

Section 1

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

Section 2

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



ARTICLE XVI
BULLETIN BOARD

Section 1

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

ARTICLE XVII
PENSIONS

Section 1

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

ARTICLE XVIII
VACANCIES

Section 1

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

Section 2

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

Section 3

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

Section 4

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

Section 5

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

ARTICLE XIX
DISCHARGE AND SUSPENSION

Section 1

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

Section 2

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

ARTICLE XX
GRIEVANCE PROCEDURE

Section 1 – Definitions

- A. Grievance: A claim by a police officer, Union, or Employer based upon the interpretation, application, or violation of this agreement, or policies or administrative decisions and practices affecting a supervisor, group of supervisors, or the Employer.
- B. Party-in-Interest: The person or persons making the claim and any person including the Union or the Township who might be required to take action or against whom action might be taken in order to resolve the claim.

Section 2 – Purpose

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

Section 3 – Grievance Procedure

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



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

2. Within 10 days after such written notice of submission to arbitration, the Union and the Township shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties cannot agree upon an arbitrator or to obtain such a commitment within a specified period, a request for a list of arbitrators may be made to the Public Employment Relations Commission by either party. The parties shall then be bound by the rules and regulations of the Public Employment Relations Commission.
3. The arbitrator's decision shall be in writing and shall be submitted to the Township and the Union and shall be final and binding on the parties.
4. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the costs of the hearing room shall be borne equally by the Township and the Union. Any other expenses incurred shall be paid by the party incurring those expenses. All costs shall be known prior to the selection of the arbitrator.

Section 5 – Rights of Members to Representation

- A. Member and Union: Aggrieved persons may be represented at all stages of the grievance procedure by themselves or, at their option, by representatives selected or approved by the Union. When an employee is not represented by the Union, the Union shall have the right to be present and to state its views at all stages of the grievance procedure.
- B. Reprisals: No reprisals of any kind shall be taken by the Township or by any member of the administration against any party in interest, any representative, any member of the Union, or any other participant in the grievance procedure by reason of such participation.
- C. Advanced Step Filing: Any grievance affecting either a class of members or the disposition of which will have an effect on the membership of the Union shall be commenced at Level Two. It is understood that the filing of any grievance shall be at the level of jurisdiction necessary to render the relief sought by the grievant or the Union.
- D. Employer-Initiated Grievances: Grievances initiated by the Employer shall be filed directly with the Union within 7 days after the event giving rise to the grievance has occurred. A meeting shall be held within 5 working days after filing a grievance between representatives of the Employer and the Union in an earnest effort to adjust the differences between the parties. In the event no

such adjustment has been satisfactorily made within 20 calendar days after such meeting, either party may within 10 calendar days thereafter file for arbitration.

ARTICLE XXI
SALARY

Section 1

- A. Rank of Sergeant: Base salary for the rank of sergeant shall be computed based on a percentage enhancement over the highest level base salary under the collective negotiations agreement between the Township and New Jersey State Policemen's Benevolent Association, Inc., Local #137 ("PBA Contract") in effect during each year of this agreement.
1. 2013 Salary: Effective January 1, 2013, base salary for the rank of sergeant shall be \$128,742.18, representing a 6% enhancement over the highest base salary under the PBA contract for 2013(\$121,454.89).
 2. 2014 Salary: Effective January 1, 2014, base salary for the rank of sergeant shall be computed based on an 8% enhancement over the highest base salary established under the PBA contract for 2014.
 3. 2015 Salary: Effective January 1, 2015, base salary for the rank of sergeant shall be computed based on a 10% enhancement over the highest base salary established under the PBA contract for 2015.
- B. Rank of Lieutenant: Base salary for the rank of lieutenant shall be computed based on a percentage enhancement over the salary for the rank of sergeant established in subsection A for each year of the contract.
1. 2013 Salary: Effective January 1, 2013, base salary for the rank of lieutenant shall be \$146,058.00, representing a 13.45% enhancement over the 2013 base salary for the rank of sergeant.
 2. 2014 Salary: Effective January 1, 2014, base salary for the rank of lieutenant shall be computed based on a 13.45% enhancement over the 2014 base salary for the rank of sergeant.
 3. 2015 Salary: Effective January 1, 2015, base salary for the rank of lieutenant shall be computed based on a 13.45% enhancement over the 2015 base salary for the rank of sergeant.
- C. Rank of Captain: Base salary for the rank of captain shall be computed based on a percentage enhancement over the salary for the rank of lieutenant established in subsection B for each year of the contract.
1. 2013 Salary: Effective January 1, 2013, base salary for the rank of captain shall be \$165,702.80, representing a 13.45% enhancement over the 2013 base salary for the rank of lieutenant.

2. 2014 Salary: Effective January 1, 2014, base salary for the rank of captain shall be computed based on a 13.45% enhancement over the 2014 base salary for the rank of lieutenant.
3. 2015 Salary: Effective January 1, 2015, base salary for the rank of captain shall be computed based on a 13.45% enhancement over the 2015 base salary for the rank of lieutenant.

D. Salary Adjustments: Actual salary figures for years 2014 and 2015 will be computed and promulgated upon the execution of a new PBA contract and salary scale anticipated to take effect January 1, 2014. Cost of living increases are included in the percentage enhancements for each rank and salary year established in the preceding subsections. Except for longevity and overtime, no other salary adjustments are provided hereunder.

Section 2

Whenever an Employee is assigned in writing under the authority of the Chief of Police to a higher job classification involving and performing higher responsibilities, that Employee shall be paid at the hourly rate of such assigned classification beginning on the 31st day of employment in the higher job classification. Any Employee assigned to a higher job classification for 30 or fewer days is not entitled to payment at the hourly rate of the assigned classification.

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

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

ARTICLE XXII
LONGEVITY

Section 1

Employees shall be paid, in addition to their current annual wage, a longevity increment based on their years of continuous employment with the Police Department in accordance with the following schedule:

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

Section 2

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

Section 3

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



ARTICLE XXIII
OUTSIDE EMPLOYMENT

Section 1

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

ARTICLE XXIV
TERMINAL LEAVE

Section 1

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

Section 2

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

Section 3

Eligible Employees may receive payment as terminal leave for the amount of unused sick leave accrued, up to maximum of 130 days. Terminal leave shall be deducted for each working day prior to retirement, unless the laws of the State of New Jersey permit a lump sum payment in lieu thereof, in which case the Employee shall have the option of selecting the method under which they wish to take the terminal leave to which he or she is entitled under this Article.

- 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. Employees may also sell back accrued unused sick leave, up to a maximum of 130 days, over the last 3 years of the Employee's career prior to retirement. Employees may deposit these funds into annuity accounts opened by the Employees and administered by the Township.

Section 4

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

ARTICLE XXV
MAINTENANCE OF OPERATIONS

Section 1

It is recognized that the need for continued and uninterrupted operation of the Township departments and agencies is of paramount importance to the citizens of the community and that there should be no interference with such operation.

Section 2

Union covenants and agrees that, during the term of this agreement, neither Union nor any person acting on its behalf will cause, authorize, or support, nor will any of its members take part in, any strike (i.e., the concerted failure to report for duty, or willful absence of any employee from his or her position, or stoppage of work or abstinence in whole or in part from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout or other job action against the Township.

Section 3

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

Section 4

In the event of a strike, slowdown, walk-out, or job action, it is agreed that participating in any such activity by an Employee shall entitle the Township to take appropriate disciplinary action including the possibility of discharge in accordance with applicable law.

Section 5

Nothing contained in this agreement shall be construed to limit or restrict the Township's right to seek and obtain judicial relief to which it may be entitled in law or equity for an injunction or damages, or both, in the event of breach of this Article.

ARTICLE XXVI
EDUCATIONAL INCENTIVE

Section 1

For those Employees hired prior to March 1, 1978, Employer agrees to pay, in addition to the Employees' annual salary, an educational incentive based upon the following table:

- | | |
|---|----------|
| A. Associate's Degree or equivalent (64 credits): | \$250.00 |
| B. Bachelor's Degree: | \$500.00 |

Section 2

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

Section 3

Employees who have received certain college credits and who have obtained expertise and knowledge through service to the community and attendance at Police Training Schools, the following tables shall be implemented:

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

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

Section 4

No Employee shall be entitled to both the educational incentive payment and the lump-sum payment for college credits earned and expertise obtained through service to the community. Nothing in this section shall preclude an Employee from hereafter participating in the college degree portion of the educational incentive plan, and any payment received thereunder shall be in addition to the lump sum payment portion of the aforesaid plan.



ARTICLE XXVII
UNION RIGHTS

Section 1

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

Section 2

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

Section 3

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

ARTICLE XXVIII
SAVINGS CLAUSE

Section 1

If any provision of this agreement, or any application of this agreement to any Employee or group of Employees, is invalidated by operation of law or other tribunal of competent jurisdiction, that provision shall be inoperative, but will be renegotiated by the parties if legally possible. All other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XXIX
DURATION

Section 1

The term of this agreement shall be from January 1, 2013, through December 31, 2015.

Section 2

Absent written notice by either party provided no more than 180 days, nor less than 150 days, prior to the expiration date, this agreement shall automatically renew for an additional year, and from year to year thereafter, until such time as the appropriate notice is given prior to the annual expiration date.

ARTICLE XXX
DEPARTMENTAL INVESTIGATIONS

Section 1 – Purpose

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

Section 2 – Rules of Investigation

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

I. Under no circumstances shall the Township offer or direct the taking of a polygraph and/or a voice stress analysis examination for any Employee covered by this agreement.



ARTICLE XXXI
CRITICAL INCIDENT STRESS UNIT

Section 1 – Crisis Intervention Program

The New Jersey State Fraternal Order of Police, the Fraternal Order of Police Labor Council, Inc., and the Township recognize that the unique nature of law enforcement services often expose personnel to traumatic incidences and occurrences which may be dangerous and damaging to the Employees' psychological health. Acknowledging that such incidents may adversely affect the health and welfare of its employees, a crisis intervention program is designed to address such public health concerns precipitated by traumatic incidents.

Section 2 - Definitions

"Critical incident" refers to any of the following:

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

Section 3 – Policy Development

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

ARTICLE XXXII
COMPENSATORY TIME

Section 1

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

Section 2

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

Section 3

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

Section 4

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

Section 5

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

Section 6

Following the date of execution of this agreement, compensatory time off must be taken as time off by the employee within 12 months after it was credited. Failure to use such time shall result in its forfeiture; provided, however, that if the said time cannot be taken as time off because of the denial of its use by the Township, then said time shall not be forfeited, but paid in money on the next pay date regularly scheduled following Employee's demand for that time.

ARTICLE XXXIII
DIRECT DEPOSIT OF PAYCHECKS

Section 1

Employees may elect to have their paychecks directly deposited into the bank account of their choice. Paychecks will be directly deposited in accordance with the Township's existing policy.

Section 2

Paychecks will be issued on a biweekly basis. The scheduled paydate is Thursday, unless there is a holiday or an emergency, in which case paychecks will be issued the day immediately before or after, as circumstances permit. Employees who have selected direct deposited will have their paychecks electronically transferred into their designated account on the paydate. Employees who opt for paper checks will not receive those until at least 4:00 p.m. on the paydate.

ARTICLE XXXIV
DEATH OF MEMBERS - ACCRUED BENEFITS

Section 1

The Township will work in conjunction with the Union to ensure that the family of any member who dies shall receive any and all benefits to which they are entitled. This shall include but is not limited to any local, county, state, or federal benefits.

Section 2

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

Section 3

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

ARTICLE XXXV
RETIRED BADGES

Section 1

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

ARTICLE XXXVI.
COMPLETENESS OF AGREEMENT

Section 1

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

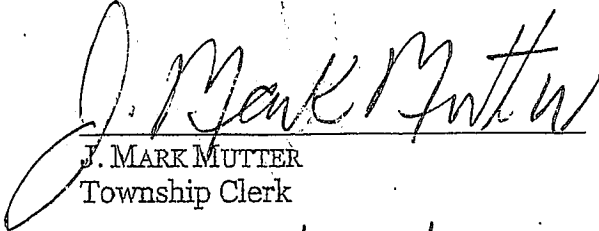
APPENDICES

SIGNATURES

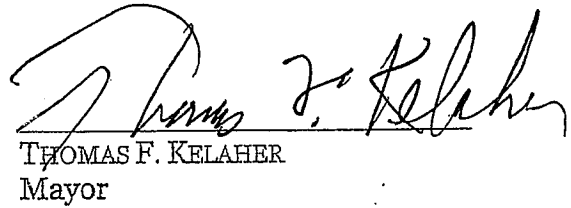
IN WITNESS WHEREOF, the parties have, by their duly authorized representative, executed this agreement on the dates shown:

Township of Toms River

Attest:



J. MARK MUTTER
Township Clerk




THOMAS F. KELAHER
Mayor

Dated: 2/25/13

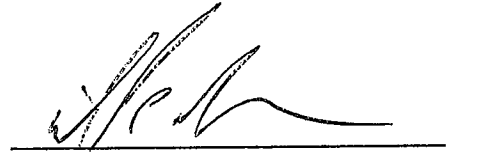
Dated: Feb. 25, 2013

New Jersey FOP Lodge #156

Attest:



EDMOND MOONEY, SECRETARY
New Jersey State FOP Lodge #156
Toms River Police Department
N.J. State FOP Labor Council, Inc.



WILLIAM MORSCH, PRESIDENT
New Jersey State FOP Lodge #156
Toms River Police Department
N.J. State FOP Labor Council, Inc.

Dated: 2/25/13

Dated: 02/25/13

APPENDIX A

BENEFITS

Flexible Spending Accounts

The Health Care FSA

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

Health Care FSA Eligible Expenses

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

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

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

The Dependent Care FSA

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

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

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

Dependent Care Eligible Expenses

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

Is the FSA program right for me?

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

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



KNOW YOUR EMPLOYEE

BENEFITS

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

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

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

** Assumes standard deductions and four exemptions.*

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

APPENDIX B

MATRIX A:
SINGLE COVERAGE

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

MATRIX B:
FAMILY COVERAGE

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

MATRIX C:
SPOUSE/PARTNER-PARENT/CHILD COVERAGE

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



APPENDIX C



Horizon Blue Cross Blue Shield of New Jersey

Making Healthcare Work.

Township of Toms River (DOP with Ortho)

Subgroups 60,61,62,63

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

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

Dental Vocabulary

Visits and Exams

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

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

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

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

Restorations and Repairs

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

Amalgam - an alloy used to restore teeth.

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

Endodontics

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

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

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

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

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

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

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

Periodontics

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

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

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

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

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

Oral Surgery

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

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

Major Restoration

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

Dentures

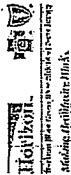
Complete Dentures - a dental prosthesis that replaces all the natural teeth of a single dental arch.

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

Fixed Bridges

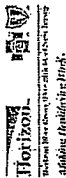
Retainers - the part of a fixed bridge that attaches a false tooth to a natural tooth or implant.

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



TOWNSHIP OF TOMS RIVER

Benefit	POS		Direct Access		EFO Advantage	
	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
Benefit Period						
Deductible (Calendar Year)						
Individual	None	\$500	None	\$100	None	None
Family	None	Two deductibles per family	None	Two deductibles per family	None	None
Coinsurance	100%	60%	100%	80%	100%	100%
Catastrophic Limit						
Individual	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable
Family	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable
Maximum Out of Pocket						
Individual	\$4,000	\$9,000	\$500	\$1,000	\$2,500	\$5,000
Family	\$9,000	\$18,000	\$1,000	\$2,000	\$5,000	\$10,000
Maximum Out of Pocket is Calendar year. The deductible, coinsurance and copayments apply to the Maximum Out of Pocket.						
Benefit Period and Lifetime Maximum						
Individual	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Family	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Primary Care Physician Selection						
Individual	Not Required	Not Required	Not Required	Not Required	Not Required	Not Required
Family	Not Required	Not Required	Not Required	Not Required	Not Required	Not Required
Doctor's Office Visits						
Individual	100% after \$0 copay	60% after deductible	100% after \$10 copay	80% after deductible	100% after \$20 copay	100% after \$40 copay
Family	100% after \$0 copay	60% after deductible	100% after \$10 copay	80% after deductible	100% after \$20 copay	100% after \$40 copay
Primary Care Office Visit						
Individual	100%	60% after deductible	100%	80% after deductible	100%	100%
Family	100%	60% after deductible	100%	80% after deductible	100%	100%
Specialist Office Visit						
Individual	100%	60% after deductible	100%	80% after deductible	100%	100%
Family	100%	60% after deductible	100%	80% after deductible	100%	100%
Maternity Visits						
Individual	100%	60% after deductible	100%	80% after deductible	100%	100%
Family	100%	60% after deductible	100%	80% after deductible	100%	100%
Allergy Testing and Treatment						
Individual	100%	60% after deductible	100%	80% after deductible	100%	100%
Family	100%	60% after deductible	100%	80% after deductible	100%	100%
Preventive Care						
Individual	100%	60% after deductible	100%	80% after deductible	100%	100%
Family	100%	60% after deductible	100%	80% after deductible	100%	100%
Routine Adult Physicals, GYN Exams, PAP, Mammograms, Prostate Cancer Screening, Colorectal Screening, Immunizations						
Individual	100%	60% after deductible	100%	80% after deductible	100%	100%
Family	100%	60% after deductible	100%	80% after deductible	100%	100%
Well Child Exams						
Individual	100%	60% after deductible	100%	80% after deductible	100%	100%
Family	100%	60% after deductible	100%	80% after deductible	100%	100%
Well Child Immunizations and Lead Screening						
Individual	100%	60% after deductible	100%	80% after deductible	100%	100%
Family	100%	60% after deductible	100%	80% after deductible	100%	100%
Diagnostic Procedures						
Laboratory	100% in office or Labcorp 100% In Outpatient facility	60% after deductible	100% in office or Labcorp 100% In Outpatient facility	80% after deductible	100% in Office Setting or Lab 100% In Outpatient Facility	100% in Office Setting or Lab 100% In Outpatient Facility
Outpatient X-ray/Radiology Services CT/CTA Scans, Pet Scans, Ultrasounds, Nuclear Medicine studies (including Nuclear Cardiology) require prior authorization.	100% in office 100% In Outpatient facility	60% after deductible	100% in office 100% In Outpatient facility	80% after deductible	100% in Office Setting or Lab 100% In Outpatient Facility	100% in Office Setting or Lab 100% In Outpatient Facility
Hospital Care						
Inpatient Admission (including maternity)	100%	60% after deductible	100%	80% after deductible	100%	100%
Room and Board	100%	60% after deductible	100%	80% after deductible	100%	100%
Pre-admission Testing	100%	60% after deductible	100%	80% after deductible	100%	100%
Surgery in Hospital	100%	60% after deductible	100%	80% after deductible	100%	100%
Inpatient Physician Services	100%	60% after deductible	100%	80% after deductible	100%	100%
Outpatient Department Services	100%	60% after deductible	100%	80% after deductible	100%	100%



TOWNSHIP OF TOMS RIVER

Benefit	POS		Direct Access		EPO Advantage
	In-Network	Out-of-Network	In-Network	Out-of-Network	
Emergency Care	100% after \$25 facility copayment	Payment at the In-network level across-the-board applies only to true Medical Emergencies & Accidental Injuries.	100% after \$50 facility copayment	80% after deductible	100% after \$100 facility copayment
Emergency Room	100%	60% after deductible	100%	80% after deductible	100%
Ambulance	100%	60% after deductible	100%	80% after deductible	100% after \$200 copay
Outpatient Surgery	100%	60% after deductible	100%	80% after deductible	100% after \$100 copay
Hospital Outpatient Surgery	100%	60% after deductible	100%	80% after deductible	100% after \$100 copay
Surgery in an Ambulatory SurgCenter	100%	60% after deductible	100%	80% after deductible	100% after \$100 copay
Mental Health Services and Substance Abuse Services*	Services performed at a non-participating ambulatory surgery center are reimbursed at Horizon BCBSNJ's Payment Allowance and therefore may result in significant out of pocket costs.				100% after \$250 copay per admission
Abuse Services*					100%
Inpatient	100%	60% after deductible	100%	80% after deductible	100%
Outpatient department	100%	60% after deductible	100%	80% after deductible	100% after \$40 copay
Office setting	100% after office copayment	60% after deductible	100% after \$10 copay	80% after deductible	100% after \$40 copay
* The Mental Health Services benefits have been updated to reflect the changes as warranted by the Federal Mental Health Parity and Addiction Equity Act effective July 1, 2010. Inpatient Mental Health/Parity and Addiction Equity Act effective July 1, 2010.					
Alcohol Abuse Services					100% after \$250 copay per admission
Inpatient	100%	60% after deductible	100%	80% after deductible	100%
Outpatient department	100%	60% after deductible	100%	80% after deductible	100%
Office setting	100% after office copayment	60% after deductible	100%	80% after deductible	100% after \$40 copay
Alcohol abuse is treated the same as any other illness.					
Other Services					100%
Bariatric Surgery	100%	60% after deductible	100%	80% after deductible	100% after copayment
Diabetic Education	100%	60% after deductible	100%	80% after deductible	100%
Diabetic Supplies	100%	60% after deductible	100%	80% after deductible	100%
Durable Medical Equipment	100%	60% after deductible	100%	80% after deductible	100% after \$20 copay
Orthotics and Prosthetics (Per NU mandate)	100%	60% after deductible	100%	80% after deductible	100%
Home Health Care	100%	60% after deductible	100%	80% after deductible	Limited to 60 visits per calendar year. If pre-approved
Hospice Care	100%	60% after deductible	100%	80% after deductible	100%
Infertility (Including in-vitro fertilization)	100% after office copayment Limited to 4 egg retrievals per lifetime	60% after deductible	100% after office copayment Limited to 4 egg retrievals per lifetime	80% after deductible	100% after copayment in office setting 100% in Outpatient Facility Limited to 4 egg retrievals per lifetime
Private Duty Nursing	100%	60% after deductible	100%	80% after deductible	Limited to 30 visits per benefit period (8-hour shifts)
Short-term Therapies: Physical, Occupational, Speech, Respiratory	100%	60% after deductible	100%	80% after deductible	100% after \$20 copay
Skilled Nursing Facility/Extended Care Center	30 visit maximum per therapy per benefit period	60% after deductible	100% after office copayment	80% after deductible	30 visit maximum per therapy per benefit period
Therapeutic Manipulation (Chiropractic Care)	100%	60% after deductible	100%	80% after deductible	Limited to 100 days per benefit period
Vision - Routine Eye Exam/Hardware	100% after office copayment Unit 1 Eye Exam & 1 Vision Survey per Benefit Period Hardware coverage limited to \$50 in a two year benefit period	60% after deductible	100% after office copayment 60 visit maximum per benefit period	80% after deductible	Limited to 100 days per benefit period 100% after \$20 copay 25 visit maximum per benefit period
Prescription Drugs	Reimbursement of Free-standing RX copay eligible 60% after deductible	60% after deductible	Reimbursement of Free-standing RX copay eligible 80% after deductible	80% after deductible	Routine Exam - 100% after \$40 copay Hardware - \$50 every two years Covered under Free-standing Rx Plan

This summary highlights the major features of your health benefit program. It is not a contract and some limitations and exclusions may apply. Payment of benefits is subject solely to the terms of the contract.

