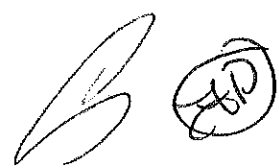


AGREEMENT  
BETWEEN  
THE  
TOWNSHIP OF TOMS RIVER  
AND  
INTERNATIONAL ASSOCIATION of FIREFIGHTERS  
LOCAL #4846

EFFECTIVE: JANUARY 1, 2018

EXPIRES: DECEMBER 31, 2021

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**PREAMBLE**

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between the TOWNSHIP OF TOMS RIVER, in the County of Ocean, State of New Jersey, a Municipal Corporation of the State of New Jersey, hereinafter referred to as the "Township" or "Employer" and INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL #4846, hereinafter referred to as the "Union" represents the complete and final understanding by the parties on all bargainable issues.

**PURPOSE**

WHEREAS, it is the intent and purpose of the parties hereto to promote and maintain a harmonious relationship between the Township and the membership of the I.A.F.F Local #4846 in order that an efficient and progressive service may be rendered and to establish a basic understanding relative to rates of pay, hours of work, and other conditions of employment consistent with the law and established practices not modified by this Agreement.

**ARTICLE I**  
**RECOGNITION**

Section 1

The Township recognizes the Union as the exclusive bargaining representative for the members of this department of full-time permanent Community Service Officers (hereinafter referred to as "Member", "Employee" or "CSO"), excluding all other employees, full or part-time, for the purpose of collective negotiations with respect to salaries, benefits, working conditions, procedures for adjustments of disputes and grievances, and other related matters.

Section 2

This Agreement, subject to the statutory provisions, shall govern hours, wages, fringe benefits, and other conditions of employment set forth. It will also govern the procedures for adjustments of disputes and grievances, and other related matters, as covered in the Agreement.

Section 3

Where the words "he", "she", "him", "her", "hers" or other terms specific to one gender are used in this Agreement, it shall refer to both sexes equally.

Section 4

Neither the Employer nor the Union shall discriminate against any Employee by reason of race, creed, sex, age, color, political or religious affiliation, or sexual preference.

**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

**NEGOTIATING COMMITTEE:** 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 pay. However, in no event shall the Union representative, exclusive of council, exceed three (3).

**ARTICLE III**  
**CONDUCTING UNION BUSINESS ON EMPLOYER 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 Division of Community Service ("Division") or require the recall of off-duty Community Service Officers to bring the Division to its proper effectiveness. Union shall give the Director no less than 24 hours' notice of the grievance and request approval to discuss the matter with the grievant. Approval is subject to working and scheduling conditions, but shall not be unreasonably withheld.

Section 2

**CONVENTION COMMITTEE:**

A.) The Employer agrees to grant the necessary time off without loss of pay to the President of the Union and one other Union officer designated in advance to attend any State or National Conventions of the International Association of Firefighters Local #4846 and other similar labor organizations.

B.) Approval to attend must be requested no later than two (2) weeks prior to the scheduled convention. Approval is subject to departmental requirements, but shall not be unreasonably withheld, and is limited to a maximum of three (3) days.

Section 3

**UNION PRESIDENT:** In addition to the leaves provided above, the Employer agrees to grant leave to the President of the Union for conducting Union business. Approval must be requested in writing to the Director. Approval is subject to working and scheduling conditions, but shall not be unreasonably withheld.

Section 4

An agent of the Union who is not an Employee of the Employer shall be permitted to visit Community Service Officers at their respective office or other workstations for the purpose

of discussing specific grievances with approval of the Director which, subject to working and scheduling conditions, shall not be unreasonably withheld.

### Section 5

Observation of processes, machines, equipment, or physical working conditions involved in a specific grievance shall be conducted during normal operating hours of such processes, machines, equipment, or physical conditions and not when Employees are absent from the same.





**ARTICLE IV**  
**EMPLOYEE RIGHTS**

Section 1

There shall be no discrimination, interferences 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, preference, national origin, or political affiliation.

Section 2

Union members have the right to review their respective personnel file at a mutually convenient time and place following a written request to the Director of Human Resources. The file shall be made available for review within three (3) days of the request. It is agreed that members may be given the opportunity to respond in writing to materials in their respective personnel file and such written responses shall be included in the member's respective personnel file. If the parties agree that any material is improperly placed in a member's file, it shall be removed.

**ARTICLE IV-A**  
**VISITATION AND BULLETIN BOARD**

Section 1

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

Section 2

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

Section 3

Bulletin boards will be provided by the Employer CSO office.

ARTICLE V  
SICK LEAVE

Section 1

All permanent full-time regular Employees covered by this Agreement shall be granted sick leave with pay of as follows:

- For employees hired on or before December 31, 2013: One (1) working day for each month of service during the remainder of the first calendar year of service and one and one quarter (1.25) working days for each month every calendar year thereafter. The amount of such leave not taken shall accumulate from year to year.
- For employees hired on or after January 1, 2014: One (1) working day for each month of service during the remainder of the first calendar year of service and twelve (12) working days every calendar year thereafter. The amount of such leave not taken shall accumulate from year to year.

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, parents or legal guardians, brothers and sisters, and spouse's parents or legal guardians, brothers and sisters, and the grandparents and grandchildren of both the Employee and Employee's spouse.

Section 2

A. Employees hired on or before December 31, 2013, who as of that date had 20 or more years of service with the Township, may receive payment upon retirement for the amount of sick leave accrued as of December 31, 2013, up to a maximum of 130 days. Sick leave accumulated after December 31, 2013, is ineligible for payment on retirement.

B. Employees hired on or before December 31, 2013, who as of that date have less than 20 years of service with the Township, or who, pursuant to N.J.S.A. 40A: 9-10.4 (L.2010, C.3 § 2), commenced service on or after May 21, 2010, may receive payment upon retirement for the amount of sick leave accrued as of December 31, 2013, or \$15,000, whichever is less. Sick leave accumulated after December 31, 2013, is ineligible for payment upon retirement.

C. Employees hired on or after January 1, 2014, are ineligible for payment upon retirement for accumulated, unused sick leave.

D. Payments made pursuant to this section may be taken in a lump sum only.

### 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 their absence at least four (4) hours prior to the start of their shift. The Township will attempt to reasonably accommodate Employees when and if an emergent condition arises that precludes the required four (4) hours' notice. In those instances, the Employees must report his or her absence as promptly as possible.

### Section 5

**SICK LEAVE LOANS:** Employees are permitted to donate to, and to draw from, the Township-wide sick leave bank established pursuant to Section V3 C4 of the Township Employee Handbook, as amended and supplemented.

### Section 6

**SICK LEAVE BUY-BACK:** Full-time Community Service Officers covered under this Agreement shall have the option of selling back accumulated sick leave to the Township provided the Employee has maintained a sick leave bank of one hundred thirty (130) days. The days eligible to be sold back to the Township shall be capped at ten (10) days per year. Payment for such days shall be seventy-five (75%) percent of the rate of pay, calculated as of December 31<sup>st</sup> of the previous year. 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.

**ARTICLE VI**  
**DUTY ILLNESS/INJURY**

Section 1

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 period of three (3) months from the date of such disability, provided such Employee is incapable of performing their duties as a Community Service Officer and that such disability is established by a competent physician.

Section 2

This three (3) month period may be extended for a maximum additional three (3) months, upon certification from the Employee's treating physician that the Employee requires further recovery time.

Section 3

The Employer may require at any time during the period of such disability as described in Section 1 above, that the Employee be examined by a physician selected by the Employer for such purpose.

Section 4

To the extent the Employee is medically able to return to work in an alternate light duty capacity, he or she is required to do so and is not eligible for the paid disability leave provided hereunder.

Section 5

When an Employee is disabled due to illness or injury on duty, he/she is to receive workman's compensation due to him/her plus the difference between the amounts received as compensation to him/her and his/her salary during the period of disability. Upon receipt of the Employee's endorsed workman's compensation check, the Township shall forward to the Employee his/her full pay.

Section 6

Employees called in for emergency duty as determined by the Director of EMS Services or his/her designee shall be covered by worker's compensation when traveling to and from such duty.



**ARTICLE VII**  
**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 President of the Union or his/her designee.

Section 2

If, during the life of this Agreement, there shall be any change in the rate of membership dues, the Union shall furnish 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

Employer shall notify the President of the Union or his or her designee within three (3) days of hire of all Employees. Information provided by Employer to the Union shall be limited to name and date of hire.

Section 5

Any employee in the bargaining unit on the effective date of this Agreement who does not join the Union within ninety (90) days thereafter, any new Employee who does not join within ninety (90) days of initial employment within the department, and any Employee previously employed within the department who does not join within ten (10) days of re-entry

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 the amount of eighty-five (85%) percent of the regular Union membership dues, fees, and assessments as certified by 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 as 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.

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**ARTICLE VIII**  
**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 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 Division and in that regard to establish reasonable work rules.
- c. To suspend, demote, discharge, discipline or take any other action against an Employee for good and just cause according to law.
- d. To layoff Employees in the event of lack of work, funds, or under conditions where continuation of such work would be inefficient and non-productive. 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 thereof 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.

Section 4

Due to the safety-sensitive nature of the work performed by the Union and the recognition that a healthy and productive workforce, safe working conditions, free from the effects of drugs and alcohol, and the maintenance of the quality of services rendered in the Township are important to the Township, its Employees, and the welfare of the general public, it is the right of the Township in the balancing the interests of the Township, its Employees and the welfare of the general public to conduct testing for drugs and alcohol in the workplace. This testing shall be in accordance with the Township Ordinance and include pre-employment drug screening, as well as drug/alcohol testing on a random basis, on the basis of reasonable suspicion and after an accident, injury or incident.

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**ARTICLE VIII-A**  
**RULES AND REGULATIONS**

Section 1

It is understood that Employees shall comply with all such rules and regulations. Employees shall promptly and efficiently execute the instructions and orders of Superior Officers and Supervisors. If an Employee or Employees believe a rule, regulation, instruction, or order of a Superior 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 XIX of this Agreement.

Section 2

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 the 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 interruption of any rule or regulation in accordance with Article XIX (Grievance Procedure).



ARTICLE IX  
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. Both parties also understand that the standard work period shall consist of 80 hours of work per 14-day pay period.

Section 2

The tours of duty shall be established by the Employer, through the Director of EMS 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, Community Service Officers will be given a one week notice prior to changing their scheduled tour of duty 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.

Section 4

It shall be understood that shift picks shall be performed on an annual basis. Shift picks shall take effect in January. Shift picks shall be awarded by seniority in the following manner in accordance with Article XXXVI (Seniority) of this Agreement.

- a. In November, the Employer shall develop and publish shifts of scheduled work days for the upcoming shift pick.
- b. A copy of said shifts shall be posted on the Union bulletin board.
- c. Prior to the assignments of shifts, CSOs shall submit to the Employer his/her preference and a second preference for shifts to work for the upcoming period. The Employer shall rank the bids for shifts according to seniority.

d. Assignments to particular shifts shall be made according to the preferences submitted, if any, and seniority, provided the Employee has the ability to perform the work in a satisfactory manner.

e. In the event that a vacant shift occurs, and if more than one Employee desires the vacant shift, it shall be assigned according to seniority, provided that the Employee has the ability to perform the work in a satisfactory manner.

f. For the purposes of selecting permanent shifts as set forth in Article IX, Section 4, full-time employees shall have preference at all times over part-time employees.



ARTICLE X  
OVERTIME

Section 1

A. The Employer agrees that overtime consisting of time and one-half (1 ½) time shall be paid to all Employees covered by this Agreement for hours worked in excess of the normal scheduled tour of duty and the standard work period in accordance with Article IX (Hours) of this Agreement.

B. Overtime will be distributed on a rotating basis based on a seniority list of full-time employees; except that, for sick leave coverage, part-time employees will be used in lieu of paying overtime.

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 Director of EMS.

Section 3

A. 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 ½) time for all time worked during such period but in no such case shall they be paid less than two (2) hours irrespective of actual time worked.

B. The four (4) hour guarantee does not apply to employees called in and work for two (2) hours or less.

C. For the purposes of this Section, time shall be measured from the time the employee leaves his or her home, provided the employee arrives at work in a reasonable time frame.

To allow for fair distribution of these work offerings, a running log shall be maintained, utilized for the calling of personnel for overtime. Overtime will be offered in accordance to the order of seniority.

Section 4

The Union agrees to share with the Employer and without compensation the time required to successfully promote Emergency Medical Services Week and open house in the furtherance of good community relations.

ARTICLE XI  
VACATIONS

Section 1

Each member of the Union 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 current regular rate of pay.

For employees hired on or before December 31, 2013:

One (1) Year but less than Five (5) Years	Eighty (80) hours
Five (5) Years but less than Ten (10) Years	One hundred twenty (120) hours
Ten (10) Years but less than Fifteen (15) Years	One hundred sixty (160) hours
Fifteen (15) Years but less than Twenty-Five (25) Years	Two hundred (200) hours
Twenty-Five (25) Years and Over	Two hundred forty (240) hours

For employees hired on or after January 1, 2014:

One (1) Year but less than Five (5) Years	Eighty (80) hours
Five (5) Years but less than Ten (10) Years	One hundred twenty (120) hours
Ten (10) or More Years	One hundred sixty (160) hours

## Section 2

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

## Section 3

With the exception of the first annual anniversary date, vacations may be scheduled at any time within the calendar year of any annual anniversary date, that is, they need not be deferred until the actual anniversary date. If the 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 (40) hours vacation and shall not be entitled to carry over any vacation leave from the year immediately preceding his/her retirement.

## Section 4

In order not to hamper proper and efficient Community Service 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) No Employee shall be permitted to take more than three (3) consecutive weeks of vacation at one (1) time unless mutually agreed to by the parties.

No Employee shall be assigned more than two (2) consecutive weeks vacation during June, July, August or December unless otherwise authorized by the Director of EMS.

## Section 5

A Vacation calendar shall be presented on first of November annually for Community Service Officers to schedule predetermined Vacation Time for the following year. The Vacation calendar shall first be presented for the purpose of scheduling three (3) or more consecutive days off. After each Community Service Officer, in order of seniority, has received said list, it shall be passed again for the purpose of scheduling individual vacation days.




If two (2) or more Community Service Officers request the same day(s) off, the senior Community Service Officer shall have the choice to keep or surrender the request for time off.

In the event that two (2) Community Service Officers request vacation leave for the same day, the scheduling of leave to cover a minimum of three (3) consecutively scheduled workdays shall be approved over the leave request for a single day.

#### Section 6

Those Community Service Officers leaving their position with the Employer shall receive payment for all pro-rated unused Vacation time.

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**ARTICLE XII**  
**BEREAVEMENT**

Section 1

Employees are entitled to bereavement leave as provided under Section V3 C5 of the Township Employee Handbook, attached hereto as Appendix A.

Section 2

At the discretion of the Director of EMS and with due regard to staffing consideration, the Employer agrees to allow up to two (2) Community Service Officers to attend the funeral(s) of New Jersey EMS members killed in the line of duty with pay and may provide the use of a department vehicle to the CSOs attending the funeral. This privilege will be offered in accordance to the order of seniority and a running log shall be maintained utilized for the purpose of calling personnel for such privilege.

**ARTICLE XIII**  
**PERSONAL LEAVE DAYS**

Section 1

A. Employees are entitled to twenty-four (24) hours leave with pay for personal business. The granting of personal days off shall be for religious purposes and for personal purposes. Requests for leave shall be asked for and obtained at least three (3) days in advance of the requested day or dates from the Director of EMS. Dates requested shall be subject to the approval of the Director of EMS which leave shall not be unreasonably withheld. Leave days must be used within the calendar year period and shall not be cumulative from year to year.

B. Employees may request personal time off in emergent circumstances that would otherwise preclude the required three (3) days' notice. Any accommodation in these circumstances is subject to current staffing levels.

Section 2

An Employee shall not be required to specify the personal business for the personal day request, except in emergency situations and in situations when two or more Employees performing similar job functions apply for personal leave to be taken on the same day. In such instances, personal leave shall be granted, upon discretion of the Director of EMS and shall not be unreasonably withheld.

Section 3

An Employee shall earn days at the rate of eight (8) hours for each four (4) months of employment. Personal days shall be prorated in instances where an Employee retired or is terminated.

Section 4

An Employee who does not expect to report for work on any working day because of personal business or for any of the reasons set forth, must notify the appropriate office by telephone or the Director of EMS within four (4) hours prior to the beginning of his or her tour of duty.

ARTICLE XIV  
HOSPITAL AND MEDICAL INSURANCE

Section 1

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

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

C. 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 with the same or a different carrier. In each year of the contract, employees shall be subject to the following co-pays for prescription coverage:

Over the Counter (30-day supply)		Mail-in (90-day supply)	
Generic	Brand Name	Generic	Brand Name
\$5.00	\$30.00	\$5.00	\$30.00

D. 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 provided as of December 31, 2013, shall remain in effect. Employees hired on or after January 1, 2014, are eligible to participate in the Horizon Dental Choice/Fee Service Plan only. Going forward, the Township shall continue to provide coverage under these plans, or substantially equivalent plans, with the same or a different carrier, and the level of benefits in effect as of December 31, 2013.

E. In accordance with State law, the Township shall provide Medical Savings Account/Flexible Spending Account options.

F. Information describing the foregoing benefits will be provided to employees following the execution of this Agreement.

G. Employer may change insurance carriers, or plans within the same carrier, at its option provided substantially equivalent benefits are provided.

- H. 1. 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).
2. 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 year until full contribution is reached (Year 4). Each individual employee's contribution percentages shall be calculated based upon the matrices included in Appendix G to this agreement.
3. The contribution percentages set forth above shall be calculated in accordance with Tier 4 (full contribution) under the applicable matrix.
4. Contribution percentages shall be recalculated immediately upon any adjustments in salary and cost of insurance coverage.
5. 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.
6. New employees (defined as those hired on or after January 1, 2014) shall, as required by law, immediately be charged the "Year 4" rate. New employees also shall be limited to coverage under the EPO plan, Horizon Dental Choice/Fee Service and Benecard prescription plans only. If new employees wish to enroll in any other plan, they shall pay the difference in premium in addition to the premium co-pay required by law.
7. In accordance with N.J.S.A. 40A:10-21.1b (L.2011, c78, §79), employees retiring under this agreement shall receive medical and prescription coverage and 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.

8. For all medical, prescription, and dental benefits provided under this agreement, retirees 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, co-payments and deductibles may change under future contracts. Those changes will apply to retirees, whose benefits will be coextensive with those of active employees, irrespective of when they retired.

#### Section 2

In the event of a Community Service Officer's death in the line of duty, the Township will continue to pay the full premiums for medical coverage on behalf of the surviving spouse and eligible dependents for one year, after which the surviving spouse may elect COBRA coverage.

#### Section 3

A booklet describing the foregoing benefits will be provided to each Employee following execution of the new contracts.

ARTICLE XV  
CLOTHING ALLOWANCE

Section 1

All new Employees covered by this Agreement shall receive a full complement of new uniforms as described in Appendix E of this Agreement. Uniform items shall be replaced on an as-needed basis by the department head. A clothing maintenance allowance in the amount of \$750 will be paid on or about December 15 of each year only or upon presentation of receipts showing at least \$750 in uniform cleaning expenses for the calendar year.

Section 2

In the event that all or part of the present uniform is changed as mandated by the Employer, then the cost of such changes shall be borne by the Employer and not be considered part of the yearly clothing allowance.

Section 3

Appendix E consists of a complete itemized list with the appropriate specifications of each item of the Community Service Officer uniform. These specifications shall serve to ensure that each Community Service Officer maintains the appropriate uniform.

**ARTICLE XVI**  
**LIABILITY INSURANCE**

Section 1

The Employer will indemnify all Employees covered by this Agreement as provided under Chapter 94 of the Code of the Township of Toms River, attached hereto as Appendix B, and any amendment or supplement thereto.

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**ARTICLE XVII**  
**PENSIONS**

Section 1

The Employer shall continue to make contributions as heretofore to provide pension and retirement benefits to Employees covered by this Agreement under the Public Employee Retirement System pursuant to provisions of the statutes and laws of the State of New Jersey.

Section 2

In the event that full-time Community Service Officers, provided they meet eligibility criteria, receive eligibility with the Police and Fire Retirement System pursuant to provisions of the statutes and laws of the State of New Jersey, the Employer agrees to make contributions as heretofore to provide pension and retirement benefits to Employees covered by this Agreement.

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**ARTICLE XVIII**  
**DISCIPLINE, 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 XIX 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

Disciplinary action taken against any Employee shall be done in the privacy of an office so as not to interfere with the normal operations of Department.

Section 4

An Employee shall have the right to request Union representation at any meetings established by the Employer which the Employee is required to attend for the purposes of discipline or to determine whether or not to take disciplinary actions.

**ARTICLE XIX**  
**GRIEVANCE PROCEDURE**

A grievance is a claim by an Employee, the Union, or the Employer based upon interpretation, application, or violation of this Agreement, policies or administrative decisions, and practices affecting an Employee, group of Employees 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 Community Service 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 Community Service Officer with a grievance shall first discuss it with his or her immediate Supervisor within fifteen (15) days, either directly or through the Union’s designated representative, with the objective of resolving the matter informally.

**Level Two – Director of EMS**

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

**Level Three – Director of Human Resources**

If the aggrieved person is not satisfied with the disposition of a grievance at Level Two, or if no decision has been rendered within ten (10) days of the presentation of the grievance, the Union may refer it to the Director of Human Resources in writing who shall consider the grievance and respond in writing to the Union.

**Level Four – Arbitration**

(a) If the Union is not satisfied with the disposition of the grievance at Level Three, or if no decision has been rendered within fifteen (15) days after the grievance was delivered to the Director of Human Resources, the Union may notify the Township of its intention to submit the grievance to arbitration.

(b) Within twenty (20) 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 service. 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.

The costs of 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 options, 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 view 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, Director of EMS.

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.

ARTICLE XX  
SALARIES

Section 1

The salary scale for Community Service Officers covered under this Agreement is set forth in Appendix F annexed hereto. This annual wage increases as follows:

- 2018: 1.5%
- 2019: 2%
- 2020: 2.25%
- 2021: 2.5%

Employees hired on or after January 1, 2014, who have previously served as part-time CSOs with the Township for at least one year may, if hired full-time, be placed on step two of their respective salary guide, upon approval of the Director of EMS and the Business Administrator.

**ARTICLE XXI**  
**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 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 an Employee from the full, faithful, and proper performance of the Employee's duties of employment), work stoppage, slowdown, walkout, or other job action against the Employer.

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 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 Employer 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 Employer 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 XXII**  
**UNION RIGHTS**

Section 1

The Employer agrees to furnish to the 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 such meetings. This right shall be upon approval of the Employer, 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 cost of all materials and supplies incident to each use.

Section 4

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

**ARTICLE XXIII**  
**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 to 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 party's intent. All other provisions shall not be affected thereby and shall continue in full force and effect.





**ARTICLE XXIV**  
**DURATION**

Section 1

This Agreement shall be in force and effect retroactively as of January 1, 2018, and shall remain in effect to and including December 31, 2021.

This Agreement shall continue and remain in full effect from year to year thereafter until such time as its terms are modified, amended, or rescinded by a newly executed contract. The parties hereto agree to begin negotiations not more than 120 days and not less than 90 days before expiration of this Agreement.

Section 2

In the absence of written notice given no more than one hundred twenty (120) days, nor less than ninety (90) days prior to the expiration date by either party, this Agreement shall automatically be renewed for a period of another year, and from year to year thereafter, until such time as the appropriate notice is given prior to the annual expiration date.

Section 3

If, following receipt of such notice, negotiations have not concluded prior to the termination date, this Agreement may be extended for an additional period of thirty (30) days from its termination date, upon fifteen (15) days notice in writing by either party to the other. In such event, however, and if the extension is accepted, any change shall be effective as of the expiration date. If the parties fail to reach an agreement either before the termination date or the date the extended period terminates, this Agreement shall terminate.

**ARTICLE XXV**  
**COMPENSATORY TIME**

Section 1

Overtime duty shall be compensated in money payment at the rate of time and one-half (1 ½). In the alternative, however, an Employee may elect to receive compensatory time off at the rate of time and one-half (1 ½) in lieu of over-time money payment.

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 maximum of two hundred (200) hours compensatory time off. Any election to receive overtime payment in the form of compensatory time off in excess of the said two hundred (200) hours shall be disregarded by the Township, and the Employee shall be compensated in money payment for such time.

**ARTICLE XXVI**  
**ACCRUED BENEFITS TO SURVIVORS**

Section 1

Upon the death of a full-time Community Service Officer, any annual vacation or holiday leave, properly accumulated, shall be calculated and paid to the estate a sum of money equal to the compensation which would have been received by the member during such period of vacation or holiday leave had he lived.



**ARTICLE XXVII**  
**HOLIDAYS**

Section 1

Employees are entitled to the paid holidays set forth under Section V3 C1 of the Township Employee Handbook, attached hereto as Appendix C.

Section 2

Employees who do not work on the observed holiday shall receive his or her regular pay for such work provided any absence occurring on the day before and/or the day after the holiday has been excused by the Employer.

Section 3

For the holidays authorized pursuant to Section 1 above, full-time Employees will be compensated at eight (8) hours of straight time. Full-time Employees who work on the six (6) holidays designated as "family oriented" (New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day) shall be paid at a rate of time and one-half (1 ½). Full-time Employees who work on the remaining non-family oriented holidays shall be paid at their regular straight time rate. Holiday pay for working on the holidays noted above covers all full-time Employees working the twenty-four (24) hour period of the actual holiday.

Section 4

An Employee required to work on a holiday as overtime hours, will be paid one-half of his or her regular pay for all hours worked on the holiday in addition to Article XXVII, Section 3.

Section 5

Holidays which fall on Saturday shall be celebrated on the preceding Friday.  
Holidays which fall on Sunday shall be celebrated on the following Monday.

**ARTICLE XXVIII**  
**LEAVE OF ABSENCE**

Section 1

Leaves of absence shall be governed by the Township's Family and Medical Leave Policy set forth in Section V3 C8 of the Township Employee Handbook, as amended and supplemented. Pursuant to this policy, accrued leave time (sick, vacation, personal) runs concurrently with family/medical leave. If accrued paid leave time is exhausted before the family/medical leave period expires, the balance of leave time will be unpaid.

Section 2

At the expiration of such leave, the Employee shall be returned to the position from which he or she is on leave with all increases granted using his/her leave for his/her job classification.

Section 3

Seniority shall be retained and shall accumulate during medical leave. However, seniority shall be retained but shall not accumulate during any other leave.

Section 4

When an Employee has a break from service (as distinguished from leave of absence), neither seniority nor any benefits shall be retained nor accumulate.

Section 5

Employees granted a leave of absence will continue to be covered under the medical benefits program of the Township, provided the Employee makes arrangements to pay the insurance premium to the Township or the insurance carrier during such leave of absence.

Section 6

Employees who have been granted a medical leave of absence in connection with a compensable job injury will continue to be covered under the medical benefits program of the Township.

Section 7

Accommodations for expectant mothers and fathers shall be governed in accordance with the Township's family/medical leave policy set forth in Section V3 C8 of the Township Employee Handbook and the Township's Pregnancy Policy as set forth in Section V1 C21 of the Township Employee Handbook, and any amendments or supplements thereto.



**ARTICLE XXIX**  
**MILITARY LEAVE**

Section 1

Military leave shall be governed in accordance with Section V3 C9 of the Township Employee Handbook, attached hereto as Appendix D.



**ARTICLE XXX**  
**MISCELLANEOUS PROVISIONS**

Section 1

The Employer and Employee agree to defer to the provisions of the Township of Toms River Employee Handbook regarding Employment Practices including: Fair Employment Policy, Equal Employment Opportunity, Prohibition of Sexual Harassment, Enforcement Responsibility, "Whistle Blower" Policy, Workplace Violence Policy, and General Anti-Harassment Policy.

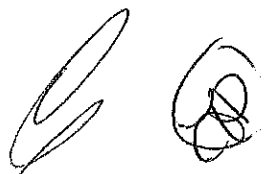
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ARTICLE XXXI  
JURY DUTY

Section 1

The Union and the Employer agree to defer to the provisions of the Township of Toms River Employee Handbook regarding Jury Duty.

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**ARTICLE XXXII**  
**SAFETY AND HEALTH.**

Section 1

The Employer shall at all times maintain safe and healthful working conditions, and shall comply with the Federal and State laws relating to safety and health.

Section 2

Health Maintenance Checkups, OSHA standards with regards to follow up medical examinations for communicable diseases will be administered by a medical director as provided by the Township.

Section 3

Employee exams shall be provided by a physician selected by the Employer for such purpose.

Section 4

Mandatory fit testing for the NIOSH 95 respirator shall be performed annually as per OSHA requirements. This shall serve to ensure that all Community Service Officers are properly protected in the event of an appropriate emergency.

Section 5

It is agreed that the Township shall pay for replacing eyeglasses broken due to the performance of the Employee's duties. However, before said eyeglasses are replaced by the Township, the Employee shall be required to produce the broken eyeglasses, which will then be replaced by comparable eyeglasses.

**ARTICLE XXXIII**  
**TRAINING**

Section 1

A. All full-time Community Service Officers covered under this Agreement shall receive all training necessary, with no cost to the Employee, to receive or maintain certifications necessary to retain their position as a Community Service Officer. Requirements to maintain necessary certifications are listed accordingly:

**Emergency Medical Technician:**

1. American Heart Association CPR certification
2. 24 Core CEU credits
3. 24 elective CEU credits

B. Those Community Service Officers covered under this Agreement shall not be deducted for their time while attending said classes should they fall on their regularly scheduled duty shift, nor shall said full-time Community Service Officers be required to deduct from their sick, vacation, personal, or comp time for said class attendance.

C. All training must be approved in advance by the Director of EMS.

Section 2

The Employer agrees to provide all necessary training at no cost to the Employee for those job functions fulfilled by the Employee, in order to comply with Article XXXII (Safety and Health) of this Agreement. Nor should any Community Service Officer be expected to fulfill a duty for which he has not been properly trained.

ARTICLE XXXIV  
SPECIAL DUTY

Section 1

All special duty shall be offered to those full-time Community Service Officers covered under this Agreement before such special duty is offered to any other Employee of the Office of Emergency Management. To allow for fair distribution of these offerings, a running log shall be maintained, utilized for the purpose for the calling of personnel for special duty.



**ARTICLE XXXV**  
**USE OF PART-TIME EMPLOYEES**

Section 1

The use of part-time Employees shall be limited to filling those shifts that are left vacant as a result of scheduled time off. Part-time Employees shall be required to submit availability by the fifteenth (15<sup>th</sup>) of the month prior. This availability shall be used first to fill any scheduled time off. If by the first (1<sup>st</sup>) of the month there are still vacancies in the schedule, these shall be filled with full-time Community Service Officers. Compensation shall be consistent with Articles X (Overtime) and XXIX (Compensatory Time) of this Agreement.

Section 2

It is agreed upon by both the Employer and the Union that certain situations may call for another ambulance to be placed into service on any given shift. These situations are inclement weather, increased call volume, or increased population as a result of a specific event. This ambulance may be staffed using part-time Employees.

However, it shall be agreed upon that at no time shall the use of part-time Employees be done so on a consistent basis. If it is deemed necessary to place into service another ambulance on a permanent basis, full-time Community Service Officers shall be used and this ambulance shall become part of a shift and staffed accordingly.

ARTICLE XXXVI  
SENIORITY

Section 1

Seniority is defined as the total length of unbroken service as a Township Employee from the date of last hire and by his/her job classification.

1. It is hereby agreed that the parties recognize and accept the principle of seniority in all cases of transfer, assignment of schedules, lay-offs, recalls, and selection of vacations. In all cases, however, ability to perform the work in a satisfactory manner will be a factor in designating the Employee involved.

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

Section 2

An Employee shall be deemed a probationary Employee following his regular appointment to a permanent full-time CSO position during his trial period. Such trial period shall normally be for duration of one hundred eighty (180) days. However, the Employer upon notification to the Employee and the Union with reasons, no later than fifteen (15) days prior to the termination date of the aforementioned one hundred eighty (180) day period, may extend the trial period for one hundred eighty five (185) days beyond the normal trial period for a total of three hundred sixty five (365) days. After the probationary period, Community Service Officers shall be classified as permanent Employees. A Community Service Officer may be dismissed without recourse during the probationary period.

Section 3

A. In the event of lay-off and rehiring, the last full-time Community Service Officer hired shall be the first to be laid off, and the last full-time Community Service Officer laid off shall be the first to be recalled in accordance with his/her seniority as a Community Service Officer, provided the more senior Community Service Officer is able to do the work in a satisfactory manner.

B. As of January 1, 2014, the Township has budgeted for sixteen (16) full-time Community Service Officer Positions. The Township intends to maintain this level of full-time Employees throughout the term of this Agreement subject to budget constraints.

Section 4

Laid off Community Service Officers shall be transferred to the position of part-time Community Service Officer and his/her seniority shall remain. He/she shall be considered the most senior part-time Community Service Officer and shall have seniority over those part-time Community Service Officers.

## Section 5

A Community Service Officer having broken service with the Employer (as distinguished from an authorized leave of absence) shall not accrue seniority credits for the time he was not employed by the Employer.

## Section 6

If a question arises concerning two (2) or more Community Service Officers hired on the same date, the following shall apply:

a. If hired prior to the effective date of this Agreement, seniority preferences among such Community Service Officers shall be determined by the order in which such Community Service Officers are listed by badge number.

b. For Community Service Officers hired on the same date subsequent to the effective date of this Agreement, preference shall be given by the score with which the Community Service Officer received during the hiring process.

## Section 7

The Employer shall maintain an accurate, up-to-date seniority roster showing the date of hire, classification, and rate of pay of each Community Service Officer covered by this Agreement, and the Employer shall furnish copies of the same to the Union upon reasonable request.

## Section 8

In the event of a vacancy, for any reason, during any time of year, Community Service Officers covered under this Agreement shall have the opportunity to choose that shift according to seniority.

## Section 9

Seniority shall be lost by an Employee for the following reasons:

1. Voluntary Quitting: Failure to report for work no later than the beginning of the next workweek following the conclusion or termination of a leave of absence shall be deemed to constitute a voluntary quitting.

2. Discharge for cause.

3. Failure to report for work within twenty-four (24) hours when called back (after layoff) after receipt of telegram or registered letter unless such failure is mutually agreed between the Township and the Union to be excusable.

4. Failure to be called back to work for a period of twelve (12) months after a layoff, unless a greater period of time is to be established by agreement between the Township and the Union.

#### Section 10


1. A six-month "pilot program," commencing on January 1, 2018, and continuing through June 30, 2018 (unless the parties agree, in writing, to an extension) is hereby established under which full-time employees shall be offered a "right of first refusal" to fill the shifts created by sick-leave absences of other employees.
2. If following the institution of the "pilot program" and prior to 6/30/18, the Township can (1) document an inordinate increase in the utilization of sick leave for full time employees, resulting in a significant increase in expenditures for overtime for full time employees to cover the shifts and/or (2) the Township experiences a significant and unforeseen decline in fee revenue (solely from calls answered by CSO's), the Township shall notify the union accordingly and shall have the option of terminating the pilot program for cause





**ARTICLE XXXVII**  
**COMPLETENESS OF AGREEMENT**

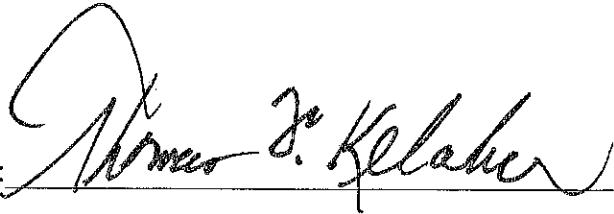
This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, 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.

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ARTICLE XXXVIII  
APPROVAL AND SIGNATURES

IN WITNESS WHEREOF, the parties have, by their duty authorized representatives,  
set their hands and seals this 17<sup>th</sup> day of January, 2018 :

TOWNSHIP OF TOMS RIVER

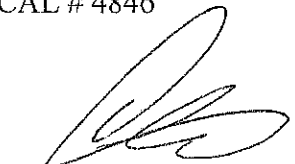
By: 


Thomas F. Kelaher, Mayor

Attest: 

Alison Carlisle, Township Clerk

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS  
LOCAL # 4846

By:   
Charles Schlyffer, President

Attest:   
Frances Delorme Vice President

# APPENDIX A

2 10

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

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

• **Bereavement Policy:**

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

*[Handwritten initials/signature]*

# APPENDIX B

Township of Toms River, NJ  
Monday, September 29, 2014

## Chapter 94. DEFENSE AND INDEMNIFICATION

[HISTORY: Adopted by the Mayor and Township Council of the Township of Dover (now Toms River) 6-22-2004 by Ord. No. 3884-04. Amendments noted where applicable.]

### GENERAL REFERENCES

Adoption of Administrative Code — See Ch. 1, Art. III.

### § 94-1. Definitions.

As used in this chapter, the following terms shall have the meanings indicated:

#### OFFICIAL OR MUNICIPAL OFFICIAL

A present or former Township employee, appointee, official, elected official or member of the various boards, agencies and commissions of the Township of Toms River, Ocean County, New Jersey.

### § 94-2. Civil actions.

- A. The Township of Toms River is hereby directed to provide for the defense of actions brought against its officials and to indemnify such officials to the extent hereinafter set forth and shall save harmless and protect such officials from any financial loss resulting from litigation.
- B. The obligation of the Township of Toms River to defend and indemnify its officials for acts or omissions arising out of or in the course of the performance of the duties of that person shall be limited to those circumstances under which the Township itself would be liable for the acts of its officials under the doctrine of respondent superior.

### § 94-3. Criminal actions.

The Township shall indemnify the costs of defending any criminal action against its officials, provided that:

- A. The Township is authorized by state statute, municipal ordinance or by resolution.
- B. The criminal proceedings(s) has been dismissed or results in a final disposition in favor of the official.

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- C. The Township Council determines that there is no good cause to dismiss the official arising out of the incident or related incidents of the criminal proceeding(s).

#### § 94-4. Conditions precluding defense or indemnification.

The Township Council shall not approve indemnification or the defense of any action if:

- A. The act or omission complained of was not within the scope of employment or authority.
- B. The act or omission complained of was the result of actual fraud, willful misconduct or actual malice.
- C. The defense of the action or proceeding would create a conflict of interest between the Township and the official involved.
- D. There exists policies of insurance, either obtained by the Township or by another, by virtue of which the Township official is entitled to a defense of the action in question from the insurer.
- E. The official has failed to deliver to the Township Administrator within 10 days of the time he/she is served with any summons, complaint, process, notice, demand or pleading the original or copy of such document or thereafter fails to cooperate with the Township or its attorneys in the defense of the matter.
- F. The official fails to request the defense of any action.
- G. The action is brought by the Township.

#### § 94-5. Township options in providing defense.

If the Township Council determines to provide a defense in a civil action as authorized in this chapter, it may do so by:

- A. Designating a member of its Law Department;
- B. Hiring an attorney of the Township's choice and paying same directly; or
- C. Indemnifying the official for a reasonable attorney's fee expended or obligated to be expended by such official in defense of the action.

#### § 94-6. Effect on statutory provisions.



In addition to the provisions hereof, all officials of the Township shall be entitled to defense and indemnification as provided in N.J.S.A. 59:10-4.

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# APPENDIX C

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

• Official Holidays:


Scope:

These policies cover non-union employees. They also cover union employees to the extent that their collective bargaining agreements do not cover these issues.

The following official holidays shall be observed by the Township of Toms River, with pay:


- New Year's Day
- Good Friday
- Independence Day
- Columbus Day
- Martin Luther King's Day
- Presidents' Day
- Memorial Day
- Labor Day
- General Election Day
- Veteran's Day
- Thanksgiving Day
- Friday following Thanksgiving Day
- Christmas Day

If an official holiday falls during an employee's vacation leave or sick leave, the holiday will not be charged against the vacation or sick leave. If the above holiday falls on a Saturday, then the above holiday will be recognized on the Friday immediately before the holiday.



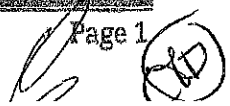
# APPENDIX D

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VOLUME TITLE:	Effective Date:	Revision Date	Page #	Section	Approved	Volume
Paid and Unpaid Time Off Policies	June 1, 2010					V3
	# Pages					Chapter
SUBJECT:	1					C.9
*Military Leave Policy	Reference					
	V3 C.9					
ISSUING AUTHORITY:	Evaluation Date:	March 2014				
Township Administration						

• **Military Leave:**

- A.) When a full-time employee (either permanent or temporary) who is a member of the reserve component of any United States armed force or the National Guard of any state, including the naval Militia and Air National Guard is required to engage in field training or is called for active duty, the employee will be granted a military leave of absence for the duration of the service. The first thirty (30) workdays of the leave shall be with full pay, except that a member of the New Jersey National Guard shall receive full pay for the first ninety (90) days. Thereafter, the employee shall be paid the difference between military salary and the employee's regular salary. The paid leave will not be counted against any available time off including but not limited to vacation, sick or personal time. A full-time temporary employee who has served less than one-year shall not be entitled to paid leave but shall be granted non-paid military leave without loss of time. Military leave is restricted to one (1) leave permitted within a 5 year time frame, not including call ups.
- B.) Employees on military service will also continue to receive paid health insurance coverage during the period of the paid leave plus an additional thirty days calendar days after the paid leave is exhausted. After this period has expired, employees may continue coverage for themselves and their dependents under the Township insurance plan by taking advantage of the COBRA provision. Members of the State administered retirement systems (PERS and PFRS) will continue accruing service and salary credit in the system during the period of paid leave.
- C.) Pursuant to the Uniformed Services Employment and Re-employment Rights Act, any employee released from active duty under honorable circumstances shall return to work without loss of privileges or seniority within the following time limits: for service less than thirty-one (31) calendar days, employees must return to work on the beginning of the first regularly scheduled workday or eight (8) hours after the end of military duty, with reasonable allowances for commuting; for service of thirty-one (31) to one hundred eighty (180) calendar days, the employee must submit an application for reinstatement within fourteen (14) calendar days after completing military duty; for service greater than one hundred and eighty (180) calendar days, the employee must submit an application for reinstatement within ninety (90) calendar days after completing military duty.



# APPENDIX E

*C* 

## Uniform Specifications

- Boots: Bates Enforcer Series Ultra Lites (or equivalent), 8" with side zipper; black
- Pants: Blauer Model No. 8980 (or equivalent) 65/35 rayon blend, 15.5 oz. twill; with pleated double thigh pockets with the outer pocket secured by a Velcro closure and the inner pocket secured by a zipper; stretch waistband construction with two bead silicone shirt grip and double hook and eyes; thigh let-outs; extra-strength tandem-needle seat seam; material must be treated for durable water repellency on outside and enhanced moisture wicking on the inside, Dark Navy with French Blue 1-1/2" stripe sewn along outseam from bottom of waistband to hem, over side pocket flap and pocket bag. Garments will have a warranty covering (at minimum) defects in materials and workmanship for one (1) year. Garments must be manufactured to ISO 9001 quality assurance standard. Trousers must be available in both men's and women's cuts. Women's sizing must include sizes 6, 8, 10, 12, 14, 16, 18, 20, 22, 24.
- Shirt: Blauer Model No. 8703-07A (or equivalent) long sleeve, 65/35 cotton blend, 11 oz. twill, pleated pockets with scallop flaps, pencil slot left and hook-and-loop closure; 5-crease military style with permanent sewn-in creases; epaulets; 2-button adjustable cuffs, badge eyelets with internal support strap; extra-long shirt tails; TROEM EMS and EMT or Paramedic patches sewn on appropriate sleeves; French Blue color. Material must be treated for durable water repellency on outside and enhanced moisture wicking on the inside. Garments will have a warranty covering (at minimum) defects in materials and workmanship for one (1) year. Garments must be manufactured to ISO 9001 quality assurance standard. Shirts must be available in both men's and women's cuts. Women's sizing must include sizes XS, S, M, L, XL, 2XL.
- Shirt: Blauer Model No. 8713-07A (or equivalent) short sleeve, 65/35 cotton blend, 11 oz. twill, pleated pockets with scallop flaps, pencil slot left and hook-and-loop closure; 5-crease military style with permanent sewn-in creases; epaulets; badge eyelets with internal support strap; extra-long shirt tails; TROEM EMS and EMT or Paramedic patches sewn on appropriate sleeves; French Blue color. Material must be treated for durable water repellency on outside and enhanced moisture wicking on the inside. Garments will have a warranty covering (at minimum) defects in materials and workmanship for one (1) year. Garments must be manufactured to ISO 9001 quality assurance standard. Shirts must be available in both men's and women's cuts. Women's sizing must include sizes XS, S, M, L, XL, 2XL.
- Sweater: Blauer Model No. 200 (or equivalent) 100% wool commando sweater with crew neck, badge tab, name tab, shoulder patches, elbow patches, epaulets; TROEM EMS and EMT or Paramedic patches sewn on appropriate sleeves; Dark Navy color; Garments will have a warranty covering (at minimum) defects in materials and workmanship for one (1) year. Garments must be manufactured to ISO 9001 quality assurance standard.



Winter Coat: Blauer Model No. 9910Z (or equivalent) Taslan nylon shell fabric; waterproof, windproof, breathable fabric must provide blood, bodily fluid and chemical resistance; NFPA 1999 Certified (2003 Edition); ASTM Certified to resist five common accident scene chemicals; zip-out insulated quilted liner; zippered side openings to provide access to equipment on belt; badge tab; name tab; epaulets; removable waterproof, breathable, stowaway hood; standard Scotchlite deploys from under cuffs and collar; TROEM EMS and EMT or Paramedic patches sewn on appropriate sleeves; Dark Navy; Garments will have a warranty covering (at minimum) defects in materials and workmanship for one (1) year. Garments must be manufactured to ISO 9001 quality assurance standard.

Spring Coat: Blauer Model No. 6001 (or equivalent) Taslan nylon outer shell fabric; waterproof; windproof, breathable fabric lining; ANSI/ISEA 107-2004 Class II Certified; black, reversible to Hi-Vis yellow; seams sealed with thermal tape; Delrin zipper front; epaulets with uniform buttons; badge tabs on both sides; name tab on black side, TROEM EMS and EMT or Paramedic patches sewn on appropriate sleeves; Garments will have a warranty covering (at minimum) defects in materials and workmanship for one (1) year. Garments must be manufactured to ISO 9001 quality assurance standard.


Rain Coat: Blauer Model No. 733 (or equivalent) with waterproof, windproof, breathable laminate, black, reversible to Hi-Vis yellow, badge tabs on both sides of left chest, ANSI/ISEA 107-2004 Class II Certified, with snap-on-hood; Garments will have a warranty covering (at minimum) defects in materials and workmanship for one (1) year. Garments must be manufactured to ISO 9001 quality assurance standard.

Turtleneck Shirt: Blauer Model No. 8100 (or equivalent) 92% cotton/8% Lycra blend, 10.5 oz. jersey knit, taped shoulder seams; extra-long tail; TROEM EMS in white 1" block letters on collar; Dark Navy; Garments will have a warranty covering (at minimum) defects in materials and workmanship for one (1) year. Garments must be manufactured to ISO 9001 quality assurance standard.

BDU Shirt: 5.11 Tactical 2-Pocket TDU (or equivalent); 5.78 oz. 65% polyester/35% cotton twill; hidden document pockets on front chest; triple-stitching and 28 bartacks for strength; bi-swing shoulder; double elbow/removable neoprene elbow pads; treated with Teflon fabric protector; straight-cut bottom; hidden placket with melamine buttons; with name tape over right breast pocket and TROEM EMS EMS tape over left breast pocket; Dark Navy.

BDU Pant: 5.11 Tactical 6-Pocket TDU (or equivalent); 7.25 oz. 65% polyester/35% cotton twill; double knee/removable neoprene knee pads; expandable comfort waist with reinforced waist band; BBS cargo pockets with magazine keepers and hook-and-loop closures; double seat; treated with Teflon fabric protector; YKK zipper; Prym snap; rear utility pockets with hook-and-loop closure; triple-stitching and 45 bartacks for strength; removable twill blousing straps; Dark Navy.

Duty Belt: Uncle Mike's Model No. 8776-1 (or equivalent) Ultra Duty Belt with Velcro lining, Black.



Inner Belt: Uncle Mike's Model No. 8781-1 (or equivalent) Ultra Reversible Inner Duty Belt with Velcro lining, black nylon.

Keepers: Uncle Mike's Model No. 8865-1 (or equivalent) nylon web belt keepers (4-pack).

Pouch: Raine Model No. 012R (or equivalent) Radio/EMT Combo Pouch, black nylon.

Pouch: Raine Model No. 075T (or equivalent) Glove Pouch, black nylon.

Flashlight: 8" Streamlight Slinger XT (or equivalent) rechargeable flashlight, with AC/DC power cords, 15,000 candlepower beam, 1,000 recharge capacity batter, aluminum housing, tail-end switch, UL listed.

Flashlight Holder: Uncle Mike's Model No. 8818-3 (or equivalent) Cordura laminated to closed cell foam and polyester knit lining. Positive snap flap to protect light. Molded belt loop fits belts to 2.5", Black.

Patch: New Jersey State EMT patches with shaded background.

Patch: New Jersey State Paramedic patches with shaded background.

Hat: Flexfit ProFlex (or equivalent) 6-panel ball cap, wool/polyester blend, Dark Navy, with TROEM EMS hat patch sewn on front.

Watch Cap: Blauer Model No. 125 (or equivalent) 70/30 PIL-TROL/wool blend with TROEM EMS hat patch sewn on front, Dark Navy.

Winter Gloves: Blauer Model No. 9100 (or equivalent) Taslan nylon outer shell fabric; waterproof, windproof, breathable inserts; leather reinforced palms, fingers, thumbs; insulated; fleece lining inside, pre-curved box fingers; elasticized wrist; black.

Working Gloves: Hatch Streetguard with Kevlar (or equivalent) Posi-Grip non-slip material in cradle of palm for better gripping, elasticized cuff with Velcro closure, black.

Name Badge: 2-1/4"x1/2", silver with black lettering, two pin clutchback.



APPENDIX F

B 10



**Employees Hired PRIOR TO 1/1/14**

		2017	2018	2019	2020	2021
1	Starting to 12 Months	\$ 41,206.72	\$ 41,824.82	\$ 42,661.32	\$ 43,621.20	\$ 44,711.73
2	13 to 24 Months	\$ 45,904.12	\$ 46,592.68	\$ 47,524.54	\$ 48,593.84	\$ 49,808.68
3	25 to 36 Months	\$ 50,008.30	\$ 50,758.42	\$ 51,773.59	\$ 52,938.50	\$ 54,261.96
4	37 to 48 Months	\$ 56,204.23	\$ 57,047.29	\$ 58,188.24	\$ 59,497.47	\$ 60,984.91
5	49 to 60 Months	\$ 60,671.51	\$ 61,581.58	\$ 62,813.21	\$ 64,226.51	\$ 65,832.17
6	61 to 72 Months	\$ 64,244.56	\$ 65,208.23	\$ 66,512.39	\$ 68,008.92	\$ 69,709.14
7	73 to 240 Months and Beyond	\$ 69,992.51	\$ 71,042.40	\$ 72,463.25	\$ 74,093.67	\$ 75,946.01

**Employees Hired AFTER 1/1/14**

		2017	2018	2019	2020	2021
1	Starting to 12 Months	\$ 31,652.86	\$ 32,127.65	\$ 32,770.21	\$ 33,507.54	\$ 34,345.22
2	13 to 24 Months	\$ 34,979.76	\$ 35,504.46	\$ 36,214.55	\$ 37,029.37	\$ 37,955.11
3	25 to 36 Months	\$ 38,306.66	\$ 38,881.26	\$ 39,658.89	\$ 40,551.21	\$ 41,564.99
4	37 to 48 Months	\$ 41,633.56	\$ 42,258.06	\$ 43,103.22	\$ 44,073.05	\$ 45,174.87
5	49 to 60 Months	\$ 44,960.45	\$ 45,634.86	\$ 46,547.55	\$ 47,594.87	\$ 48,784.75
6	61 to 72 Months	\$ 48,287.35	\$ 49,011.66	\$ 49,991.89	\$ 51,116.71	\$ 52,394.63
7	73 to 84 Months	\$ 51,614.25	\$ 52,388.46	\$ 53,436.23	\$ 54,638.55	\$ 56,004.51
8	85 to 96 Months	\$ 54,941.15	\$ 55,765.27	\$ 56,880.57	\$ 58,160.39	\$ 59,614.40
9	97 to 108 Months	\$ 58,268.04	\$ 59,142.06	\$ 60,324.90	\$ 61,682.21	\$ 63,224.27
10	108 to 120 Months	\$ 61,594.94	\$ 62,518.86	\$ 63,769.24	\$ 65,204.05	\$ 66,834.15
11	120 to 132 Months	\$ 64,921.84	\$ 65,895.67	\$ 67,213.58	\$ 68,725.89	\$ 70,444.03
12	133 Months and Beyond	\$ 68,248.69	\$ 69,272.42	\$ 70,657.87	\$ 72,247.67	\$ 74,053.86

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# APPENDIX G

**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%

### 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%

**MEMBER/SPOUSE/PARTNER OR PARENT/CHILDREN 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%