

**COLLECTIVE NEGOTIATIONS**

**AGREEMENT**

**BETWEEN**

**TOWNSHIP OF TOMS RIVER, NEW JERSEY**

**AND**

**THE TOMS RIVER TOWNSHIP BOARD OF FIRE COMMISSIONERS**

**DISTRICT NO. 1 AND DISTRICT NO. 2**

**AND**

**FIREMAN'S MUTUAL BENEVOLENT ASSOCIATION**

**LOCAL #483**

**EFFECTIVE JANUARY 1, 2017 THROUGH DECEMBER 31, 2020**

## TABLE OF CONTENTS

PREAMBLE	1
WITNESSETH	1
ARTICLE I – UNION RECOGNITION	2
ARTICLE II – COLLECTIVE BARGAINING PROCEDURE	3
ARTICLE III – CHECK OFF	4
ARTICLE IV – MANAGEMENT	6
ARTICLE V – NON-DISCRIMINATION	7
ARTICLE VI – MAINTENANCE OF WORK OPERATIONS	8
ARTICLE VII – RESERVED	9
ARTICLE VIII – VISITATION AND BULLETIN BOARD	10
ARTICLE IX – EMPLOYEES SERVING AS UNION REPRESENTATIVES	11
ARTICLE X – SENIORITY	12
ARTICLE XI – HOURS OF WORK	13
ARTICLE XII – OVERTIME	14
ARTICLE XIII – CALL IN PAY	15
ARTICLE XIV – WAGES	16
ARTICLE XV – LONGEVITY	17
ARTICLE XVI – VACATIONS	18
ARTICLE XVII – HOLIDAYS	19
ARTICLE XVIII – PERSONAL LEAVE DAYS	20
ARTICLE XIX – SICK LEAVE	21
ARTICLE XX – BEREVEAVEMENT	23
ARTICLE XXI – MILITARY LEAVE	24
ARTICLE XXII – LEAVE OF ABSENCE	25
ARTICLE XXIII – INJURY LEAVE/WORKERS COMP	26
ARTICLE XXIV – RESERVED	27
ARTICLE XXV – HOSPITAL AND MEDICAL INSURANCE	28
ARTICLE XXVI – SAFETY AND HEALTH	31
ARTICLE XXVII – RULES AND REGULATIONS	32
ARTICLE XXVIII – GRIEVANCES	33
ARTICLE XXIX – NEW EMPLOYEES	35
ARTICLE XXX – PROMOTIONS AND TRANSFERS	36
ARTICLE XXXI – CLOTHING ALLOWANCE	37
ARTICLE XXXII – JOB DESCRIPTIONS AND JOB TITLES	38
ARTICLE XXXIII – SAVINGS CLAUSE	39
ARTICLE XXXIV – TERM/RENEWAL	40
COMPLETENESS OF AGREEMENT	41
APPENDICES	

**PREAMBLE**

This Agreement made this day \_\_\_\_\_ of \_\_\_\_\_, 2017 by and between the TOWNSHIP OF TOMS RIVER, a Municipality in the County of Ocean, State of New Jersey, and THE TOMS RIVER TOWNSHIP BOARDS OF FIRE COMMISSIONERS, DISTRICT NO. 1 and DISTRICT NO. 2, hereinafter referred to as “Township” or “Employer(s)” respectively, and of the FIREMAN’S MUTUAL BENEVOLENT ASSOCIATION LOCAL #483, hereinafter referred to as the “Union”, and represents the complete and final understanding by the parties on all bargainable issues.

**WITNESSETH:**

WHEREAS, it is the intent and purpose of the parties hereto to promote and improve the harmonious and economic relations between the Employer(s) and its employees and to establish a basic understanding relative to conditions of employment consistent with the law.

NOW THEREFORE, in consideration of these promises and mutual covenants herein contained, the parties hereto agree with each other with respect to the employees of the Employer(s) recognized as being represented by the Union as follows:

**ARTICLE I**  
**UNION RECOGNITION**

A. The Employer recognizes the Union as the exclusive representative, as certified on \_\_\_\_\_ by the New Jersey Public Employment Relations Commission for the purpose of collective negotiations with respect to the terms and conditions of employment of all full-time dispatchers employed by Toms River Township, and the Toms River Township Boards of Fire Commissioners.

**ARTICLE II**  
**COLLECTIVE BARGAINING PROCEDURE**

A. Collective bargaining with respect to rate of pay, hours of work or other conditions of employment shall be conducted by the fully authorized bargaining agent of each of the parties.

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

C. Employees of the Employer not to exceed one (1) employee per Department plus the President who may be designated by the Union to participate in collective bargaining meetings called for the purpose of the negotiation of a collective bargaining agreement will be excused from their work assignments by the Employer, provided their absence would not seriously interfere with the operations of the Employer. Such absences from work assignments are to be considered as part of leaves granted pursuant to Article IX, paragraph B.

**ARTICLE III**  
**CHECK OFF**

- A. The Township agrees to deduct membership dues and submit those dues to the majority representative, FMBA Local #483.
- B. The amount of the monthly membership dues will be certified by the President of the FMBA Local #483 and provided, in writing, to the Township.
- C. The Township agrees to deduct from its employees wages due for the majority representative. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967, N.J.S.A. (R.S.) 52: 14-15.9e as amended. The Township shall transmit said dues to the designated office or address of FMBA Local #483, by check as soon as practicable after the period in which the deductions were made and will be accompanied by a list showing the names of all employees for whom both membership and fee payor deductions were made.
- D. If during the life of the Agreement, there shall be any change in the rate of membership dues, the FMBA Local #483 shall furnish to the Township written notice prior to the effective date of such change and shall furnish to the Township either new authorization from its members showing the authorized deduction for each employee or an official notification on the letterhead of the FMBA Local #483 and signed by the President and Treasurer of the FMBA Local #483 advising of such changed deduction.
- E. The FMBA Local #483 shall indemnify, defend and save the Township 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 Township in reliance upon salary deduction authorization cards submitted by the FMBA Local #483 to the Township or in reliance upon the official notification on the letterhead of the FMBA Local #483 and signed by the President and Treasurer of the FMBA Local #483 advising of such changed deduction.
- F. Agency Fee Payors
1. Upon the request of FMBA Local #483, the Township shall deduct a representative fee from the wages of each employee who is not an authorized member of the FMBA Local #483.
  2. These deductions shall commence thirty (30) days after the employee's hire should he/she provide the FMBA Local #483 in writing, their decision not to be a member of the majority representative.

3. The amount of said representation fee shall be provided to the Township by the FMBA Local #483, which amount shall not exceed 85% of the regular membership dues, fees and assessments charged by the FMBA Local #483 to its own members in accordance with N.J.S.A. 34:13A-5.5 et seq.

4. The FMBA Local #483 agrees to indemnify and hold the Township harmless against any liability, cause of action or claim of loss whatsoever as a result of said deductions.

5. The Township shall remit the amounts deducted to the FMBA Local #483 monthly, in the manner as set forth above or by any other arrangement agreed to by the parties in writing.

6. The FMBA Local #483 shall establish and maintain at all times a Demand and Return System as provided by N.J.S.A. 34:13A-5.5(c) and 5.6, and membership in the FMBA Local #483 shall be available to all employees in the Union on an equal basis at all times. In the event the FMBA Local #483 fails to maintain such a system, or if membership is not so available, the Township shall immediately cease making said deductions.

**ARTICLE IV**  
**MANAGEMENT**

A. The Township of Toms River hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and by the laws and Constitution of the State of New Jersey and of the United States. These include, but are not limited to:

1. Carry out the statutory mandate and goals assigned to a municipality utilizing personnel, methods and means in the most appropriate and efficient manner possible.

2. Manage employees of the Township, to hire, promote, transfer, assign or retain employees in positions within the Township, and in that regard to establish reasonable work rules.

3. Suspend, demote, discharge or take other appropriate disciplinary action against an employee for just cause, or to lay off employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient and non-productive.

4. 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 specific and express terms of this Agreement, and then only to the extent such specific and express terms thereof are in conformance with the Constitution and the laws of the State of New Jersey and of the United States.

B. Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities, and authority, under R.S. 11, 40 and 40A, or any other national, state, county or local laws, ordinances, or regulations.

**ARTICLE V**  
**NON-DISCRIMINATION**

A. There shall be no discrimination, interference or coercion by the Employer or any of its agents, or the Union or any of its agents, against employees covered by this Agreement because of membership or non-membership or activity or inactivity in the Union.

B. Neither the Employer nor the Union shall discriminate against any employee because of race, creed, color, age, sex, marital status, religion, national origin, political affiliation, or sexual orientation.

C. Employer is committed to the principle of equal opportunity and anti-discrimination as decided by state and federal law.

**ARTICLE VI**  
**MAINTENANCE OF WORK OPERATIONS**

- A. It is recognized that the need for continued and uninterrupted operation of the Township's Departments and Agencies is of paramount importance to the citizens of the community, and that there should be no interference with such operation.
- B. The Union covenants and agrees that during the term of this Agreement neither the Union nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in, any strike, work stoppage, slowdown, walk-out or other job action against the Employer(s).
- C. The Union agrees that it will do everything in its power to prevent its members from participating in any strike, work stoppage, slowdown, sick-out or other activity aforementioned including, but not limited to, publicly disavowing such action and directing all such members who participate in such activities to cease and desist from same immediately and to return to work, along with such other steps as may be necessary under the circumstances, and to bring about compliance with its order.
- D. In the event of a strike, slowdown, walk-out or job action, it is covenanted and agreed that participation in any such activity by the Union member shall entitle the Employer(s) to take appropriate disciplinary action including possible discharge in accordance with applicable law.
- E. Nothing contained in this Agreement shall be construed to limit or restrict the Employer(s) in its right to seek and obtain such judicial relief as it may be entitled to have in law or equity for injunction or damages, or both, in the event of such breach by the Union or its members.
- F. The Employer agrees that it shall not cause a lockout.

**ARTICLE VII**  
**RESERVED**

**ARTICLE VIII**  
**VISITATION AND BULLETIN BOARD**

A. 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.

B. 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.

C. Bulletin boards will be provided by the Employer at the following permanent work locations:

1. The three (3) cafeterias of the Police Department
2. Police Communications area

**ARTICLE IX**  
**EMPLOYEES SERVING AS UNION REPRESENTATIVES**

- A. Designation of the Union representatives (including Union officers).
1. The Union shall advise the Employer in writing of the names of its representatives and their respective titles. It is agreed that there shall be no more than two (2) such representatives in the bargaining unit at any one time attending State and National Union Institutes and Conventions during the term of this Agreement, at the Union's expense.
- B. Excused absences for Union duties at Union request:
1. Upon the written request of the Union, the authorized representatives who have been selected by the Union to perform Union duties which take them from their work, shall be excused from their work for a reasonable length of time.
  2. Such excused absences from work ordinarily shall be limited for all representatives in total to a cumulative period of ten (10) days in a calendar year, six (6) of which shall be with pay.
  3. The Union agrees that they will notify the Employer at least five (5) working days in advance of any date requested pursuant to the terms of this Article.
- C. Subject to the express approval of the Employee's Supervisor or Department Head, Union representatives may discuss matters with employees so long as:
1. Work demands are not unduly impacted, and
  2. Discussion is kept to a minimum

**ARTICLE X**  
**SENIORITY**

A. An employee shall be deemed a probationary following his/her regular appointment to a permanent position during his trial period of one hundred twenty (120) days. The employee may be dismissed without recourse during the probationary period for reasons relating to the employee's qualifications. If, solely in the opinion of the Township, the employee has not demonstrated a clear understanding and/or an ability to perform the job within the 120 day probationary period, the Township may either (1) dismiss the employee OR (2) extend the probationary period for up to an additional 120 day period. Assuming the probationary period has been extended, at the end of the second 120 day period, the employee shall either be dismissed or hired on a permanent basis.

B. The seniority of an employee is defined as the length of continuous uninterrupted service as a Township employee dating back to his last date of hire and by his job classification. This definition shall include shift selection and vacation selection.

C. In the event of layoffs and rehiring, the last person hired in the job classification effected shall be the first to be laid off, and the last person laid off shall be the first to be recalled in accordance with his seniority in his classification, provided the more senior employee is able to do the available work in a satisfactory manner.

D. The Township shall prepare and forward to the Union a seniority list of employees. Seniority lists shall be updated when necessary.

**ARTICLE XI**  
**HOURS OF WORK**

- A. Regular work week consists of 40 hours per week. Two work weeks, consisting of 80 total hours, comprise a pay period.
- B. Schedule and work shifts to be established by the Employer with maximum of 40 hour per week for employees.
- C. The Employer shall assign work as appropriate.

**ARTICLE XII**  
**OVERTIME/COMPENSATORY TIME**

A. The Employer will permit employees to accumulate compensation time to a maximum amount of 180 hours in a calendar year in lieu of overtime. Compensatory time earned on or after January 1, 2017, must be used within the calendar year in which it is earned, otherwise it is forfeited; except that compensatory time earned within the last quarter of the year (the months of October, November, and December) may be carried over and must be used within the ensuing 15-month period. Compensatory time earned PRIOR TO January 1, 2017, is not subject to the “use or lose” restriction included herein. Should the shift schedule of the Fire Dispatchers change during the life of this contract, then the issue of the approval and use of compensatory time shall be re-opened for further negotiations.

B. If an existing bargaining unit member has been offered full time employment as a patrolman with the Toms River Police Department, the employee shall be permitted to utilize his/her compensation time prior to starting work with the police department provided that it does not unduly delay his/her start of employment. The employee shall also have the option of forfeiting any portion of the compensation time if he/she cannot utilize all of the time prior to assuming the duties of a patrolman. There shall not be any payment for accumulated and unused compensation time.

C. The Employer reserves the right to deny any requests for compensation time in lieu of overtime and to pay employees the overtime rate accordingly.

D. Overtime is assigned by the Employer and shall be incurred only with the expressed consent of the Employer.

E. The Employer agrees that it will offer its available full-time employees the opportunity to perform available work on an overtime basis prior to offering such work to part-time employees; however, in accordance with the current policy in place, the Township advises that part-time employees will be needed to cover some shifts and therefore the Employer must make certain that part-time employees work enough hours to maintain their proficiency to perform the job as determined by the Employer. The Union takes no position on this issue since part-time employees are not members of the bargaining unit and as long as the current policies and procedures in place as of January 1, 2014 with respect to the assignment of overtime work on the police and fire sides continue unchanged.

**ARTICLE XIII**  
**CALL IN PAY**

A. An employee who is called in to do work in emergencies outside of his or her regular hours shall be entitled to “call in pay” as hereinafter set forth.

B. Call in pay is limited to a maximum of two (2) hours for any time up to two (2) hours. Beyond that, hour-for-hour payment.

**ARTICLE XIV**  
**WAGES**

The rates of pay for existing employees (those hired on or before December 31, 2013), and new employees (those hired on or after January 1, 2014) covered by this Agreement are established in the salary guides which are attached hereto and made a part hereof. Set forth in Appendix A.

**ARTICLE XV**  
**LONGEVITY**

A. For employees hired prior to January 1, 1998 – see schedule below:

Years of Service

Upon Completion of 3	\$ 415.00
Upon Completion of 5	\$ 730.00
Upon Completion of 9	\$ 1,045.00
Upon Completion of 12	\$ 1,360.00
Upon Completion of 15	\$ 1,675.00

B. For employees hired between January 1, 1998 and December 31, 2013 – see schedule below:

Years of Service

Upon Completion of 7	\$ 730.00
Upon Completion of 9	\$ 1,045.00
Upon Completion of 12	\$ 1,360.00
Upon Completion of 15	\$ 1,675.00

C. No longevity for new employees hired on or after January 1, 2014

**ARTICLE XVI**  
**VACATION**

A. Vacation allotment for employees hired on or before December 31, 2013, as follows:

One year but less than 5 years	10 days
5 years but less than 10 years	15 days
10 years but less than 15 years	20 days
15 years but less than 25 years	25 days
25 years and over	30 days

B. Vacation allotment for new employees hired on or after January 1, 2014, as follows:

1 to 10 years	10 days
10 years to 15 years	15 days
15 years to 20 years	18 days
20 years and over	20 days

**ARTICLE XVII**  
**HOLIDAYS**

A. The Employer has designated the following days as holidays:

New Year's Day	Martin Luther King Jr.'s Birthday	
Washington's Birthday	Easter Sunday	Memorial Day
Independence Day	Labor Day	Columbus Day
General Election	Veteran's Day	Thanksgiving Day
Friday Following Thanksgiving Day		Christmas Day

B. Employees will be paid on the day they work, not the day the holiday is observed. Employees who do not work on the observed holiday shall receive their regular pay for such work provided any absence occurring on the day before and the day after the holiday has been excused by the Employer.

C. An employee required to work on a holiday shall be paid time and one-half (1½) his or her regular pay for all hours worked on a holiday in addition to holiday pay.

D. Employees who work in seven (7) day operations shall have the option under Section C to receive payment for work on a holiday either in time off or in money pursuant to the terms set forth in this Article. However, employees must secure advance approval of the Department Head, or his designee, prior to taking any specific time off.

E. Employees are paid for their holidays in a lump sum in the first week of December.

**ARTICLE XVIII**  
**PERSONAL LEAVE DAYS**

A. Employees are entitled to four (4) days leave with pay for personal business. The granting of personal days off shall be for religious purposes and for personal business. Where possible, requests for leave shall be asked for and obtained in advance of the requested day or dates from the employee's department head. Dates requested and reason for leave shall be subject to the approval of the employee's department head, which approval 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. An employee shall not be required to specify the personal business reason for the personal day request, except in emergency situations and in situations when two or more employees performing similar job functions within the Department apply for personal leave to be taken on the same day.

C. An employee shall earn days at the rate of one (1) day for each three (3) months of employment. Personal days shall be prorated in instances where an employee retires or is terminated.

D. 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 in Section A must notify the appropriate office by telephone or personal messenger within one-half (1/2) hour prior to the beginning of his or her tour of duty, or within fifteen (15) minutes of the opening of the switchboard in the Municipal Complex or one (1) hour before the tour of duty for twenty-four (24) hour operation.

**ARTICLE XIX**  
**SICK LEAVE**

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 in the immediate family of the employee or necessary attendance upon a member of the immediate family who is ill.

B. An employee absent on sick leave for a period of three (3) consecutive days shall submit acceptable medical evidence substantiating the illness if requested by the Employer. The Employer may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable. Abuse of sick leave shall be cause for disciplinary action.

C. An employee who does not expect to report for work on any working day because of personal illness or for any of the reasons set forth in Section A must notify the appropriate office by telephone or personal messenger within one-half (1/2) hour prior to the beginning hour of his or her tour of duty or within fifteen (15) minutes of the opening of the switchboard in the Municipal Complex or one (1) hour before the tour of duty for twenty-four (24) hour operation.

D. 1. Permanent full-time employees hired on or before December 31, 2013, shall be granted sick leave with pay of one (1) working day for every month of service during the first year of employment and fifteen (15) working days in every calendar year thereafter.

2. Permanent full-time employees hired on or after January 1, 2014, shall be granted sick leave with pay of one (1) working day for every month of service during the first year of employment and twelve (12) working days in every calendar year thereafter.

E. 1. 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 on December 31, 2013, up to a maximum of 130 days. Sick leave accumulated after December 31, 2013, is ineligible for payment on retirement.

2. 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.

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

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

F. Employees on a part-time, seasonal, or temporary basis are not eligible for sick leave benefits as outlined above.

G. Upon the death of any employee covered under this Agreement, such accumulated sick leave will be paid to his or her beneficiary.

H. An employee reporting for work who becomes ill during normal working hours shall be charged based on the actual time out of work.

I. Employees may make an unlimited donation to, and reception of, sick time to any Township employee, not limited to members of this Union, stricken with an illness or injury as defined in Section V3 C-4 of the Township's Employee Handbook, as amended and supplemented.

J. Employees of the Township shall have an option of selling back accumulated sick days 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 at seventy-five percent (75%) of the rate of pay. Employee eligibility to participate in this program shall be calculated as of December 31 through the life of this contract. Additionally, to be eligible to participate in the sick leave buy-back program, an eligible employee must notify the Township of his or her intention to sell back sick days by the succeeding March 31 of each year of this contract. Payment for sick days sold back to the Township will be made on or about July 31 for the life of this contract.

**ARTICLE XX**  
**BEREAVEMENT**

Employees are eligible for bereavement leave pursuant to Section V3, C-5 of the Township Employee Handbook (attached as Appendix B).

**ARTICLE XXI**  
**MILITARY LEAVE**

A. Military leave shall be governed in accordance with Section V3, C-9 of the Township Employee Handbook (attached as Appendix C).

B. Military leave must be approved in advance by the Business Administrator, or his designee, and is limited to a one-time six (6) month leave.

**ARTICLE XXII**  
**LEAVE OF ABSENCE**

A. Leaves of absence are governed by the policies set forth in Section V3, C8 of the Township Employee Policy Manual, attached hereto as Appendix D.

**ARTICLE XXIII**  
**INJURY LEAVE/WORKERS' COMPENSATION**

- A. Injury leave and workers' compensation are governed by the policy set forth in Section v4, C8 of the Township Employee Policy Manual, attached hereto as Appendix E.
  
- B. Payments to an employee receiving workers' compensation weekly indemnity payments shall be limited to the maximum workers' compensation payments permitted under New Jersey state law. If an employee desires to utilize sick leave to make up the portion of his or her salary not covered by those benefits, the employee may do so, provided he or she so advises the Business Administrator in writing, at which point the employee will be issued normal payroll check for 100% of the employee's salary and the employee must immediately endorse all workers' compensation checks to the Township. The employee's accrued sick leave will be charged the appropriate amount per day to make up the differential.

**(RESERVED)**

## HOSPITAL AND MEDICAL INSURANCE

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
2013	\$5.00	\$30.00	\$0.00	\$0.00
2014	\$5.00	\$30.00	\$5.00	\$30.00
2015	\$10.00	\$30.00	\$5.00	\$30.00
2016	\$10.00	\$30.00	\$5.00	\$30.00

D. (1) 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.

(2) All employees have the option of participating in the dental plan currently offered to the bargaining units representing the Toms River uniformed police officers provided employees pay the premium difference between that dental plan and the dental plan which employees are otherwise eligible to participate under this agreement. This differential premium contribution is paid in addition to, and does not replace, the premium contributions required under state law and mandated under this agreement. Monthly premium rates are subject to change as the dental plan contracts are renewed.

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

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 B to this Agreement.

3. All employees shall contribute to the cost of the medical, dental, and prescription coverage provided under this contract at the Tier 4 rates established pursuant to 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).

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 plan and Benecard prescription plan 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. The parties agree that the Union cannot negotiate benefits for existing retirees; however, in the interest of setting forth the policy with respect to medical care for retirees, the parties acknowledge the minimum coverage for retirees as follows: For all medical, prescription, and dental benefits provided under this agreement, retirees shall be offered 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.

**ARTICLE XXVI**  
**SAFETY AND HEALTH**

A. The Township shall maintain a safe and healthful working environment for employees and shall comply with federal and state regulations pertaining to maintenance of a healthy work environment

B. Employees shall report any unsafe or unhealthful conditions to their immediate supervisor within 24 hours.

**ARTICLE XXVII**  
**RULES AND REGULATIONS**

The Township reserves the right to promulgate and enforce rules and regulations for the employees covered under this agreement.

**ARTICLE XXVIII**  
**GRIEVANCES**

A. Purpose:

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.

2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of his department supervisory staff.

3. All “grievances” as defined in (B) (1) below, shall contain a proposed solution or remedy which the grievant seeks in order to resolve the grievance. The Employer shall react to the solution or remedy proposed in the grievances.

B. Definition:

1. The term “grievances” as used herein means any controversy arising over the interpretation or adherence to the terms and conditions of this Agreement and may be raised by an individual, the Union or the Township.

C. Steps of the Grievance Procedure:

1. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual consent:

Step One:

1. An aggrieved employee shall discuss his grievances with the Union Steward and his or her immediate supervisor within five (5) working days of the occurrence of the grievance, and an earnest effort shall be made to settle the differences between the aggrieved employee, the Union Steward and the immediate supervisor. Failure to act within said five (5) working days shall be deemed to constitute an abandonment of the grievance on behalf of the individual.

2. The immediate supervisor shall attempt to settle the grievance or render a decision within five (5) working days after the grievance has been raised.

Step Two:

1. In the event a satisfactory settlement has not been reached, the grievance shall be reduced to writing by the aggrieved employee and one (1) copy furnished to the Chief of Police or his designee, or the Business Administrator of the Fire District, as appropriate, and one (1) copy to the immediate supervisor, within five (5) working days following the determination by the immediate supervisor.

2. The Chief of Police, or the Business Administrator of the Fire District, or their respective designee, as appropriate, and the Chief Steward shall meet and attempt to resolve the problem within five (5) working days from the time it was presented.

Step Three:

1. In the event the grievance has not been satisfactorily resolved at Step Two, then within five (5) working days following the conclusion of Step Two, a meeting shall be held between the Grievance Committee of the Union and the Township Business Administrator or his designee with the objective of settling the grievance after the parties have failed to do so in Step Two.

2. Any employee shall have the right to process his own grievance provided that a representative of the Union is present and provided that any agreement reached with such employee is not violative of this Agreement.

Step Four:

1. If a grievance is not settled by Step Three, such grievance shall at the request of the Union or Township be referred to binding arbitration as provided by State Law.

2. The Arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him involved in the grievance. The Arbitrator shall also be bound by applicable Federal and State Laws and cases, and he shall not have the authority to add to, modify, detract from or alter in any way, the provisions of this Agreement or any amendment or supplement thereto.

3. The costs of the services and expenses of the Arbitrator shall be borne equally between the Township and the Union. Any other expense incurred, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

4. The Arbitrator shall set forth his findings and facts and reasons for making the award, within thirty (30) calendar days after conclusion of the arbitration hearing, unless agreed to otherwise by the parties. The award of the Arbitrator shall be final and binding on the parties.

Township Grievances:

1. Grievances initiated by the Township shall be filed directly with the Union within five (5) working days after the event giving rise to the grievance has occurred. Failure to act within said five (5) working days shall be deemed to constitute an abandonment of the grievance on the part of the Township. A meeting shall be held within five (5) working days after filing a grievance between representatives of the Township 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 ten (10) working days thereafter, it shall be referred to the State Board of Arbitration in accordance with Step Four.

**ARTICLE XXIX**  
**NEW EMPLOYEES**

A. As soon as practicable upon the hiring of an employee, the Employer shall notify the Union in writing of the employee's name, date of hire, job classification and department assignment.

B. As soon as practicable upon the completion of an employee's probationary period, the Employer shall notify the Union of same.

**ARTICLE XXX**  
**PROMOTIONS AND TRANSFERS**

A. Where there is a decision made to affect promotions, the Employer shall as a condition precedent to said promotions, provide the following information to the Association:

1. When vacancies are to be filled, the Employer shall post such vacancies on designated bulletin boards, and shall re-post said vacancies on the same bulletin boards not less than every thirty (30) calendar days.

2. When vacancies are to be filled, employees shall be permitted to submit requests for consideration for such promotions.

3. Where an oral interview is to be conducted to determine the promotion, the Employer shall provide not less than thirty (30) calendar days notice to eligible employees. The Employer shall not be required to provide any additional information.

4. Where a promotional examination is to be conducted, the Employer shall announce not less than thirty (30) calendar days before said examination date, the details of said examination. Said details shall include the nature of the examination, whether it is oral or written, a list of books or materials which may be relevant to said examination, the date, time and place of said examination, the name of the person or agency which is conducting the examination, and any other such information as may reasonably aid the employee to prepare for competitive testing.

5. If books or materials are designated as relevant to the examination, then the Employer shall, free of charge, supply such books or materials to employees seeking to take the examination.

6. Where an employee is working at the time of said examination to be given, said employee shall be permitted time off without loss of compensation for the examination. Where the employee is scheduled to work immediately preceding the examination, then in such case the employee shall be excused at least one-half (1/2) hour prior so as to have a reasonable opportunity to rest and prepare for said examination.

7. The scores of any competitive examination shall be posted and available to persons who have taken the examination. In such cases, the scores shall not be designated by the examinee's name or any other readily distinguishable identification (e.g. employee i.d. number, last four numbers of social security). The purpose of posting is solely to apprise the examinee, where an examination has been given, of his relative standing among those persons tested.

8. The scoring criteria for promotional examinations shall be provided prior to any examination.

9. Following an examination, a person who has taken the examination may arrange for a conference with the Employer (Township Administrator or designee) to review the examination and be apprised of said employee's strengths and weaknesses.

B. Employees transferred or promoted to a classification that is higher than their present classification will not receive a rate of pay in that classification lower than their current rate of pay.

**ARTICLE XXXI**  
**CLOTHING ALLOWANCE**

The Township shall provide five (5) short-sleeve t-shirts; five (5) long sleeve t-shirts; (5) five pairs of pants; and two (2) work fleece sweatshirts for the employees annually as needed and as authorized by the employee's supervisor. Employees shall be required to wear the shirts and pants as provided by the Township.

**ARTICLE XXXII**  
**JOB DESCRIPTIONS AND JOB TITLES**

The Township will maintain up-to-date job descriptions and notify the Union of any changes.

**ARTICLE XXXIII**  
**SAVINGS CLAUSE**

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

**ARTICLE XXXIV**  
**TERM/RENEWAL**

A. The term of this Agreement shall effective from January 1, 2017 through December 31, 2020.

B. In the absence of written notice, no more than one hundred eighty (180) days nor less than one hundred fifty (150) 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.

**COMPLETENESS OF AGREEMENT**

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

IN WITNESS WHEREOF, the parties have, by their duly authorized representatives, set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

FMBA Local #483

Township of Toms River

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Thomas F. Kelaher, Mayor

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Attest:

Board of Fire Commissioners No. 1

\_\_\_\_\_

\_\_\_\_\_  
Board of Fire Commissioners No. 2

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