


## Certification

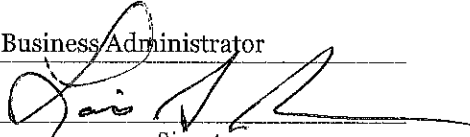
I declare to the best of my knowledge and belief that the attached document(s) are true electronic copies of the executed collective negotiations agreement(s) and the included summary is an accurate assessment of the collective bargaining agreement for the term beginning 1/1/2021 thru 12/31/2024.

Employer: Township of Toms River

County: Ocean 

Date: 11/2/2022

Name: Louis A. Amoruso  
Print Name

Title: Business Administrator  
  
Signature

**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, 2021 THROUGH DECEMBER 31, 2024**

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**PREAMBLE**

This Agreement made this 1st day of January, 2021, 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.

**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 - ay 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 **full-time** 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 hours 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.

F. The "pyramiding" of overtime is prohibited. For the purposes of this prohibition, "pyramiding" is defined as mistakenly counting toward weekly overtime hours already paid at overtime rates for daily overtime obligations.



**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**

- A. The rates of pay for existing employees (those hired on or before December 31, 2020), and new employees (those hired on or after January 1, 2021) covered by this Agreement are established in the salary guides set forth in Appendix A which are attached hereto and made a part hereof.
1. With respect to the pay scale for new employees, the salary guide set forth in Schedule A equates to the following pay scale:
    - Year 1 – 90%
    - Year 2 – 95%
    - Year 3 – 95%
    - Year 4 – 100%
  2. With respect to annual raises, the salary guide set forth in Schedule A equates to the following contractual increases:
    - Year 1 – 1.75%
    - Year 2 – 2.0%
    - Year 3 – 2.0%
    - Year 4 – 2.25%
- B. Employees will be paid on a bi-weekly basis over the course of 26 pay periods during the calendar year.

**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	Veterans' 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 thirteen (13) 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. Upon the death of any employee covered under this Agreement, such accumulated sick leave will be paid to his or her beneficiary.

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

H. 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.

I. 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 annual 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. Pursuant to N.J.S.A. 40A:9-10.4, eligibility for the sick-leave buy-back is limited to those employees hired before May 21, 2010.

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



**ARTICLE XX**  
**BEREAVEMENT**

Employees are eligible for bereavement leave pursuant to Section V3, C-5 of the Township Employee Policies and Procedures Manual (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 Policies and Procedures Manual (attached as Appendix C) and state and federal law.

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

A. Leaves of absence are governed by the policies set forth in Section V3, C8 of the Township Employee Policies and Procedures Manual, attached hereto as Appendix D, and state and federal law.

**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.

ARTICLE XXIV  
(RESERVED)

**ARTICLE XXV**  
**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), Omnia, Omnia 10, High deductible EPO, and Exclusive Provider Organization. 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. (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, 2020, shall remain in effect. Employees hired on or after January 1, 2014, are eligible to participate in the Horizon Dental Choice. 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, 2020.

(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. The parties agree that the plans offered under the State Health Benefits Plan ("SHBP") meet the requirement of substantial equivalence, thereby providing the Township with the option, at its sole discretion, to convert to the SHBP. In the event of a transition to the SHBP, the Association will be offered, among the plan options, NJDIRECT10 plan or its successor (such as NJ2019, for those employees hired after 2019) or substantially equivalent plan, provided such plans remain available under the SHBP. Employees shall pay premium contributions toward these plans at the prevailing rates established by law or contract, without a requirement of a "buy up." Should the Township exercise this option, it will provide the unit 60 days' written notice thereof, and will discuss the available SHBP programs with the members prior to implementation.

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, parent/child(ren), spouse/partner) and types (medical, dental, and/or prescription) of coverage selected. Each individual employee's contribution percentages shall be calculated based upon the Year 4 rates 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 be the baseline for future negotiations, as if they had been previously contracted for.

6. Employees hired on or after January 1, 2014, shall be limited to coverage under the Omnia, Omnia 10, High deductible EPO, or Exclusive Provider Organization plans, Horizon Dental Choice 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.

9. In the event that two full-time Township employees in a spousal or civil union relationship are both covered under single Township policy, the employee shall determine which is the primary insured party. The Township will not, however, make the determination as to which plan the employees are enrolled in. That shall be determined either by contract or by personal choice, if the contract does not specify a particular plan.



**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 AND RETIRED EMPLOYEES**

A. New Employees

1. 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.
2. As soon as practicable upon the completion of an employee's probationary period, the Employer shall notify the Union of same

B. Retired Employees.

1. Retiring employees must participate in an exit interview with the Personnel Division for the mutual exchange of information pertinent to their retirement.
2. Retirees, or their legally-authorized agents, must promptly notify the Township, in writing, of any changes to the information provided on the retiree census form or any change in circumstance affecting Township-provided health coverage. Failure to do so may affect continued eligibility for Township-provided health benefits in retirement.
3. Twice-annually, the Personnel Division shall conduct a census of all retirees to ensure that the retiree information maintained by the Township is current and accurate. The census shall be recorded on an official form transmitted by Township, which all retired employees **MUST** complete and submit in timely fashion. Failure to do so may affect continued eligibility for Township-provided health benefits in retirement.

**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.

C. 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, 2021 through December 31, 2024.

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.

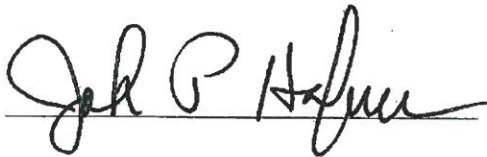
IN WITNESS WHEREOF, the parties have, by their duly authorized representatives, set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

FMBA Local #483

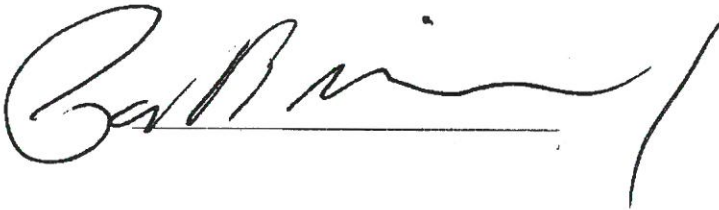
Township of Toms River

  
PRESIDENT

  
MAURICE B. HILL, JR.  
Mayor



  
ALISON CARLISLE  
Township Clerk



Attest:

Board of Fire Commissioners No. 1

  
Board of Fire Commissioners No. 1

  
Board of Fire Commissioners No. 2

# APPENDIX C

**RULES AND REGULATIONS / POLICIES AND PROCEDURES**

<b>VOLUME TITLE:</b>	<b>Effective Date:</b>	<b>Revision Date</b>	<b>Page #</b>	<b>Section</b>	<b>Approved</b>	<b>Volume</b>
<b>Paid and Unpaid Time Off Policies</b>	June 2, 2010	November 28, 2018			<i>[Signature]</i>	<b>V3</b>
	<b># Pages</b>					Chapter
<b>SUBJECT:</b>	1					<b>C5</b>
<b>Bereavement Policy</b>	<b>Reference</b>					
	<b>V3 C5</b>					
<b>ISSUING AUTHORITY:</b>	<b>Evaluation Date:</b>					
Township Administration						

- **Bereavement Policy:**

In the event of death of an immediate family member, employees may be granted three days of leave in order to attend services. Granting of leave is subject to approval by the Department Head. 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.

**RULES AND REGULATIONS / POLICIES AND PROCEDURES**

<b>VOLUME TITLE:</b>	<b>Effective Date:</b>	<b>Revision Date</b>	<b>Page #</b>	<b>Section</b>	<b>Approved</b>	<b>Volume</b>
<b>Paid and Unpaid Time Off Policies</b>	June 1, 2010	November 28, 2018			<i>[Signature]</i>	<b>V3</b>
	<b># Pages</b>					Chapter
<b>SUBJECT:</b>	<b>9</b>					<b>C8</b>
<b>*Family and Medical Leave Act Policy</b>	<b>Reference</b>					
	<b>V3 C8</b>					
<b>ISSUING AUTHORITY:</b>	<b>Evaluation Date:</b>					
Township Administration						

**V3 C.8 – Family and Medical Leave Policy**

A. Federal Family and Medical Leave (FMLA).

1. General Provisions.

- a. In accordance with federal law, the Township will grant up to 12 weeks (or up to 26 weeks of military caregiver leave to care for a covered service member with a serious injury or illness) during a 12-month period to eligible employees. The leave may be paid, unpaid or a combination of paid and unpaid leave, depending on the circumstances of the leave and as specified in this policy.
- b. It is the Township's managerial prerogative to designate an extended leave period, whether paid or unpaid, as FMLA leave, if the employee so qualifies.

2. Eligibility. To qualify to take family or medical leave under this policy, the employee must meet all of the following conditions:

- a. The employee must have worked for the Township for 12 months or 52 weeks. The 12 months or 52 weeks need not have been consecutive. Separate periods of employment will be counted, provided that the break in service does not exceed seven years. Separate periods of employment will be counted if the break in service exceeds seven years due to National Guard or Reserve military service obligations. For eligibility purposes, an employee will be considered to have been employed for an entire week even if the employee was on the payroll for only part of a week or if the employee is on leave during the week.
- b. The employee must have worked at least 1,250 hours during the 12-month period immediately before the date when the leave is requested to commence. Time spent on paid or unpaid leave does not count toward this requirement.



3. Circumstances Covered. FMLA covers the following circumstances:
  - a. The birth of a child and in order to care for that child.
  - b. The placement of a child for adoption or foster care and to care for the newly placed child.
  - c. The care of a **spouse, civil union partner, child, or parent** with a serious health condition (defined below).
  - d. The serious health condition (defined below) of the employee.
4. "Serious Health Condition" Defined. Employees may take FMLA leave to attend to his or own serious health condition, or that of a **spouse, civil union partner, child, or parent**.
  - a. A serious health condition is a condition that requires inpatient care at a hospital, hospice, or residential medical care facility, including any period of incapacity or any subsequent treatment in connection with such inpatient care or a condition that requires continuing care by a licensed health care provider.
  - b. This policy covers illnesses of a serious and long-term nature, resulting in recurring or lengthy absences. Generally, a chronic or long-term health condition that would result in a period of three consecutive days of incapacity with the first visit to the health care provider within seven days of the onset of the incapacity and a second visit within 30 days of the incapacity would be considered a serious health condition. For chronic conditions requiring periodic health care visits for treatment, such visits must take place at least twice a year.
5. Military-Related Family Leave.
  - a. Deployment-Related Leave. An employee whose spouse, son, daughter, or parent either has been notified of an impending call or order to covered active military duty or who is already on covered active duty may take up to 12 weeks of leave for reasons related to or affected by the family member's call-up or service. The qualifying exigency must be one of the following:
    - (1) short-notice deployment;
    - (2) military events and activities;
    - (3) child care and school activities;
    - (4) financial and legal arrangements;
    - (5) counseling
    - (6) rest and recuperation;
    - (7) post-deployment activities

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- (8) additional activities that arise out of active duty, provided that the Township and employee agree, including agreement on timing and duration of leave.
- b. Eligible employees are entitled to FMLA leave to care for a current member of the Armed Forces, including a member of the National Guard or Reserves, or a member of the Armed Forces, the National Guard, or Reserves who is on the temporary disability retired list, who has a serious injury or illness incurred in the line of duty on active duty for which he or she is undergoing medical treatment, recuperation, or therapy; or otherwise in outpatient status; or otherwise on the temporary disability retired list. Eligible employees may not take leave under this provision to care for former members of the Armed Forces, former members of the National Guard and Reserves, and members on the permanent disability retired list.
- c. Military-related family leave is available only to employees who the spouse, son, daughter, or parent, or next of kin of a covered service member. These relationships are defined as follows:
- (1) Son or Daughter: the covered service member's biological, adopted, or foster child, stepchild, legal ward, or a child for whom the covered service member stood in loco parentis, of any age.
  - (2) Parent: the covered service member's biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the covered service member, but not including parents "in law."
  - (3) Next of Kin: the nearest blood relative, other than the covered service member's spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the service member by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered service member has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave under the FMLA. When no such designation is made, and there are multiple family members with the same level of relationship to the covered service member, all such family members shall be considered the covered service member's next of kin and may take FMLA leave to provide care to the covered service member, either consecutively or simultaneously. When such designation has been made, the designated individual shall be deemed to be the covered service member's only next of kin. (For example, if a covered service member has three siblings and has not designated a blood relative to provide care, all three siblings would be considered the covered service member's next of kin. Alternatively, where a covered service member has a sibling(s) and designates a cousin as his or her next of kin for FMLA purposes, then only the designated cousin is eligible as the covered service member's next of kin. The Township requires an employee to provide confirmation of covered family relationship.
- d. Covered Active Duty Defined.
- (2) "Covered active duty" for members of a regular component of the Armed Forces means duty during deployment of the member with the Armed Forces to a foreign country.

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- (3) "Covered active duty" for members of the **reserve** components of the Armed Forces (members of the U.S. National Guard and Reserves) means duty during deployment of the member with the Armed Forces to a foreign country under a call or order to active duty in a contingency operation as defined under federal law. This type of leave would be counts toward the employee's 12-week maximum of FMLA leave in a 12-month period.
- e. Military caregiver leave. An employee whose son, daughter, parent or next of kin is a covered service member may take up to 26 weeks in a single 12-month period to take care of leave to care for that service member.
- (1) Next of Kin: the closest blood relative of the injured or recovering service member.
- (2) Covered Service member: (a) a member of the Armed Forces (including a member of the National Guard or Reserves) who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or (b) a veteran who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness and who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period of 5 years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy.
- (3) Serious Injury or Illness: (a) in the case of a member of the Armed Forces (including a member of the National Guard or Reserves), means an injury or illness that was incurred by the member in line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in line of duty on active duty in the Armed Forces) and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating; and (b) in the case of a veteran who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during a period when the person was a covered service member, means a qualifying (as defined by the Secretary of Labor) injury or illness incurred by a covered service member in the line of duty on active duty that may render the service member medically unfit to perform the duties of his or her office, grade, rank or rating.
- (4) Outpatient Status: means, with respect to a covered service member, the status of a member of the Armed Forces assigned to either a military medical treatment facility as an outpatient; or a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients.

### B. Amount and Computation of Leave.

1. An eligible employee can take up to 12 weeks for the FMLA during any 12-month period, measured as a rolling 12-month period backward from the date an employee uses any leave under this policy. Each time an employee takes leave, the Township will compute the amount of leave the employee has taken under this policy in the last 12 months and subtract it from the 12 weeks of available leave, and the balance remaining is the amount the employee is entitled to take at that time.

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2. An eligible employee can take up to 26 weeks for military caregiver leave during a single 12-month period. This type of leave will be computed as a rolling 12-month period measured forward. FMLA leave already taken for other FMLA circumstances will be deducted from the total of 26 weeks available.

### Employee Status and Benefits During Leave.

- a. If an employee on leave under this policy remains on the Township payroll (i.e., using accrued paid leave time), then paid leave time (sick, vacation, personal) accruals, pension contributions, premiums for health benefits (medical, dental, prescription), and other benefits will continue in the usual manner. Employees on unpaid leave are ineligible to accrue any of those benefits, except that health benefits, life insurance, and disability coverage may continue under the terms conditions set forth below.
- b. To continue health benefits coverage while on unpaid leave, the employee must remit, by check or money order, his or her share of the premium cost. The employee will have 30 business days following their last day paid in which they do not have to contribute. Following the 30th business day period, they will be required to contribute each pay period, the amount that would have been deducted for medical, dental and prescription if they were receiving a paycheck. Payment will be due effective each pay period. Employees will have a 15-day grace period for late payments. Failure to remit payment within that grace period will result in loss of coverage. Employees will receive notification from the Department of Human Resources indicating the amount due, due date, and mailing address for payment.
- c. To maintain coverage under a life insurance or disability plan while on unpaid leave, an employee may be required to pay his or her share of the premiums. Please inquire with the Division of Human Resources for more information

### 4. Employee Status After Leave.

- a. An employee who takes leave under this policy may be asked to provide a fitness for duty (FFD) clearance from the health care provider. This required document will be included in the Township's response to the FMLA request.
  - b. Generally, an employee returning from FMLA leave will resume the same position or a position with equivalent status, pay, benefits and other employment terms. The position will be the same or one which is virtually identical in terms of pay, benefits and working conditions, unless, for reasons unrelated to the employee's leave, his or her position is eliminated or he or she would have been terminated. The Township may choose to exempt certain key employees from this requirement and not return them to the same or similar position.
5. Use of Paid and Unpaid Leave. Accrued paid leave (sick, vacation, personal, and compensatory time) must be used concurrently with FMLA leave, including all military-related family leave. If accrued paid leave is exhausted before FMLA leave period expires, then the balance will be unpaid leave.

6. Intermittent Leave/Reduced Work Schedule.

- a. An employee may take FMLA leave in 12 consecutive weeks, may use the leave intermittently (take a day periodically when needed over the year) or, under certain circumstances, may use the leave to reduce the workweek or workday, resulting in a reduced hour schedule. Reduced workweek/workday leave is available when the employee's or employee family member's condition is foreseeable and requires planned medical treatment, including recovery from a serious health condition or to care for a child after birth, or placement for adoption or foster care.
- b. In all cases, the leave may not exceed a total of 12 workweeks (or 26 workweeks to care for an injured or ill service member over a 12-month period).
- c. Employees must reasonably attempt to schedule the intermittent/reduced work schedule leave so that Township operations are not unduly disrupted.
- d. The Township may temporarily transfer an employee to an available alternative position with equivalent pay and benefits if the alternative position would better accommodate the intermittent or reduced schedule.
- e. For the birth, adoption, or foster care of a child, the Township and the employee must mutually agree to the schedule before the employee may take the leave intermittently or work a reduced hour schedule.
- f. If the employee is taking leave for a serious health condition or because of the serious health condition of a family member, the employee must provide the Township with prior notice of the care, medical treatment, or continuing supervision by a healthcare provider that is necessary, based on which the Township and employee should collaboratively establish in advance the intermittent or reduced work schedule.

7. Certification of Serious Health Condition.

- a. An employee's serious health condition must be certified by the employee's treating physician or healthcare provider. The certification form must be submitted no later than 15 days following the leave request, unless there is a reasonable basis for the delay. Failure to provide the required certification will result in forfeiture of family/medical leave for this condition.
- b. The Township may directly contact the employee's health care provider for verification or clarification purposes using a health care professional, an HR professional, leave administrator or management official other than the employee's direct supervisor. Before the Township makes this direct contact with the health care provider, the employee will be given an opportunity to resolve any deficiencies in the medical certification.
- c. The Township may require a second opinion where there are reasonable questions concerning the validity of the certification. The Township will cover the employee's examination by a second doctor selected by the Township. If necessary to resolve a conflict between the original certification and the second opinion, the Township will require examination by a third doctor, covered by the Township, but mutually selected by the Township and the employee. The third opinion will be considered final. The employee will be provisionally entitled to leave and benefits under the FMLA

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pending the second and/or third opinion. FMLA leave will be denied to an employee who refuses to release relevant medical records to the health care provider designated to provide a second or third opinion.

8. Certification of Family Member's Serious Health Condition.

- a. A family member's serious health condition must be certified by his or her treating physician or healthcare provider. The certification form must be submitted no later than 15 days following the leave request, unless there is a reasonable basis for the delay. Failure to provide the required certification will result in forfeiture of family/medical leave for this condition.
- b. The Township may directly contact the family member's healthcare provider for verification or clarification purposes using a health care professional, an HR professional, leave administrator or management official other than the employee's direct supervisor. Before the Township makes this direct contact with the health care provider, the employee will be given an opportunity to resolve any deficiencies in the medical certification.
- c. The Township may require a second opinion where there are reasonable questions concerning the validity of the certification. The Township will cover the family member's examination by a second doctor selected by the Township. If necessary to resolve a conflict between the original certification and the second opinion, the Township will require examination by a third doctor, covered by the Township, but mutually selected by the Township and the employee. The third opinion will be considered final. The employee will be provisionally entitled to leave and benefits under the FMLA pending the second and/or third opinion. FMLA leave will be denied to an employee who refuses to release relevant medical records to the health care provider designated to provide a second or third opinion.

9. Certification of Qualifying Exigency for Military Family Leave. Certification of a qualifying exigency for military family leave is required. The employee must provide the required certification no later than 15 days from the date of the leave request unless there is a reasonable basis for delay. Failure to provide certification will result in a denial of military family leave.

10. Certification for Serious Injury or Illness of Covered Service member for Military Caregiver Leave. Certification of a serious injury or illness of a covered service member is required. The required certification must be provided no later than 15 days from the date of the leave request, unless there is a reasonable basis for the delay. Failure to provide certification will result in a denial of military caregiver leave.

11. Recertification. The Township may request recertification of the serious health condition of the employee or the employee's family member no more frequently than in 30-day intervals when circumstances have changed significantly, the Township receives information casting doubt on the reason given for the absence, or if the employee seeks an extension of his or her leave. Otherwise, the Township may request recertification for the serious health condition of the employee or the employee's family member every six months in connection with an FMLA absence. The Township may provide the employee's or family member's health care provider with the employee's attendance records and ask whether the need for leave is consistent with the employee's or family member's serious health condition.

12. Procedure for Requesting FMLA.

- d. Employees requesting FMLA leave must do so in writing, specifying the reasons for the leave and the anticipated duration of the leave, if known, to the Director of the Division of Human Resources. Within five business days after submission, the Division of Human Resources will process the request and provide the employee with the required documents. In emergency situations where a written request is impossible or impracticable, the employee may provide notice orally directly to the Director of the Division of Human Resources, or his or her immediate supervisor or Department Head, who shall promptly refer the request to the Director of the Division of Human Resources for processing.
- e. Where circumstances allow, the employee must provide 30 days' advance notice of the need for FMLA leave; otherwise, the employee must request leave as soon as practicable, following the Township's usual and customary notice, call-in, and other procedural requirements for requesting leave. The employee must also provide sufficient information for the Township to determine if the leave qualifies under the FMLA, the anticipated timing of the leave, and whether the leave is for a reason for which FMLA leave was previously taken.

13. Periodic Status Reports. On a non-discriminatory basis, the Township may require an employee on FMLA leave to report periodically on the employee's status and intent to return to work.

B. New Jersey Family Leave (NJFLA). Family leave is also available under New Jersey law in certain circumstances. In some cases, the protections of the FMLA and the NJFLA overlap. In those cases, employees will receive the greater benefit, as required by law. Where both laws apply to a particular leave situation, with neither providing a greater benefit, the leave will run concurrently and count towards the employee's allotted time under both the FMLA and the NJFLA. It is the Township's managerial prerogative to designate an extended leave period, whether paid or unpaid, as NJFLA leave, if the employee so qualifies.

1. Scope. The NJFLA does NOT provide leave for the employee's own medical reasons.
  - Leave for these circumstances are covered under the FMLA, as specified in the previous section.
2. Eligible Employees. Any individual employed by the Township for 12 months or longer and who has worked a minimum of 1000 base hours during the immediately preceding 12-month period.
3. Leave Entitlement: Unlike the FMLA, which allows up to a total of 12 weeks leave during a 12-month period, New Jersey allows eligible employees 12 weeks of leave within any 24-month period.
4. Covered Circumstances. Employees may request leave under the NJFLA for any of the following reasons:
  - a. Birth of the employee's child and care for the newborn child during the first 12 months after birth.
  - b. Placement of a child with the employee for adoption or foster care during the first 12 months after placement.

## RULES AND REGULATIONS / POLICIES AND PROCEDURES

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- c. Care for a child, parent, spouse, civil union partner, same-sex domestic partner, with a serious health condition
4. Terms Defined. For the purposes of determining eligibility for family leave under the NJFLA, the following terms are defined as follows:
    - a. Child: a child to whom the employee is a biological parent, adoptive parent, foster parent, step-parent, legal guardian, or as a "parent-child" relationship with a child as defined by law, or has sole joint or legal or physical custody, care, guardianship, or visitation.
    - b. Serious Health Condition: an illness, injury, impairment, or physical or mental condition which requires in-patient care in a medical care facility or continuing medical treatment or continuing supervision by a healthcare provider for a condition that prevents the qualified family member from participating in school, employment duties, or other daily activities. Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy or incapacity due to a chronic condition.
  5. Procedure to Request NJFLA Leave. Employees must follow the same procedure applicable to requests for FMLA leave, set forth above.
  6. Certification of Serious Health Condition. The certification, verification, and recertification requirements applicable to FMLA leave, set forth above, also apply to requests for NJFLA leave.
  7. Use of Paid and Unpaid Leave. Accrued paid leave (sick, vacation, personal, and compensatory time) must be used concurrently with NJFLA leave. If accrued paid leave is exhausted before the NJFLA leave period expires, then the balance will be unpaid leave.
  8. Intermittent Leave/Reduced Work Schedule. Employees may take NJFLA leave intermittently or on a reduced work schedule, following the same protocols set forth above applicable to intermittent/reduced work schedule leave under the FMLA, except that:
    - a. The reduced leave schedule may not continue for more than 24 consecutive weeks; and
    - b. The reduced leave schedule is not available to care for a healthy child absent a specific agreement between the employee and the Township.
  9. Benefit Status. The policies governing continuation of benefits for FMLA leave, set forth above, also apply to leave taken under the NJFLA.
  10. Return from Leave. The policies governing an employee's return from FMLA leave, set forth above, also apply to leave taken under the NJFLA.



**RULES AND REGULATIONS / POLICIES AND PROCEDURES**

<b>VOLUME TITLE:</b>	<b>Effective Date:</b>	<b>Revision Date</b>	<b>Page #</b>	<b>Section</b>	<b>Approved</b>	<b>Volume</b>
<b>Paid and Unpaid Time Off Policies</b>	March 2014				<i>[Signature]</i>	<b>V3</b>
	<b># Pages</b>					Chapter
<b>SUBJECT:</b>	<b>1</b>					<b>C8.1</b>
<b>Medical and Family Work Accommodations</b>	Reference					
	<b>V3 C8.1</b>					
<b>ISSUING AUTHORITY:</b>	<b>Evaluation Date:</b>					
Township Administration						


**V3 C8.1 Medical and Family Work Accommodations.**

**B. Policy**

In limited instances when an employee encounters special circumstances involving medical and/or child care issues of a unique and temporary nature that require the employee to be with a child and/or family member for a limited period of time, and the employee and the Township jointly desire for the employee to work as opposed to applying for Family Leave, the Township will endeavor to make a short-term, temporary accommodation allowing an employee to work a limited amount of hours at home provided that all of the following conditions as met.

1. The employee's work responsibilities involve work that can be effectively and productively completed at home as verified by the employee's Department Head. Those specific duties and the work product expected shall be enumerated on the request form.
2. The employee shall record all hours worked through the normal system for review and approval of the employee's time by the Department Head.
3. The unique circumstances are of a limited duration defined as an initial period of up to 3 months with a maximum extension not to exceed an additional 3 months.
4. The unique and specific circumstances generating the need for the request are disclosed in a confidential manner to the employee's Department Head and subsequently to the Business Administrator, or his designee.
5. The employee must work at least 3 full days in the Township office per week.
6. All requests shall be in writing and shall be submitted to the employee's Department Head who must first approve or deny the request. If approved, the Department Head shall forward the request to the Director of Human Resources. If approved by the Director, the request shall be sent to the Business Administrator for final consideration. The Township is not obligated to approve the request or to approve any extension of the original request.
7. At any time, if the circumstances change and the employee is not able to fulfill his/her job responsibilities, the work from home accommodation shall be rescinded and further leave time will be managed under the Family Medical Leave Policy.

**RULES AND REGULATIONS / POLICIES AND PROCEDURES**

<b>VOLUME TITLE:</b>	<b>Effective Date:</b>	<b>Revision Date</b>	<b>Page #</b>	<b>Section</b>	<b>Approved</b>	<b>Volume</b>
<b>Paid and Unpaid Time Off Policies</b>	June 1, 2010					<b>V3</b>
	<b># Pages</b>					Chapter
<b>SUBJECT:</b>	<b>1</b>					<b>C9</b>
<b>*Military Leave Policy</b>	<b>Reference</b>					
	<b>V3 C9</b>					
<b>ISSUING AUTHORITY:</b>	<b>Evaluation Date:</b>	March 2014				
Township Administration						

• **Military Leave:**

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

# APPENDIX D

# APPENDIX E

VOLUME TITLE:	Effective Date:	Revision Date	Page #	Section	Approved	Volume
Compensation & Employee Benefits	June 1, 2010				<i>[Signature]</i>	V4
	# Pages					Chapter
SUBJECT:	1					C8
Workers Compensation Policy	Reference					
	V4 C8					
ISSUING AUTHORITY:	Evaluation Date:					
Township Administration						

• Workers Compensation Policy

Employees who suffer job related injuries and illnesses may be entitled to medical expenses, lost income and other compensation under the New Jersey Workers Compensation Act. The Township covers workers compensation benefits through its membership in a joint insurance fund. Any occupational injury or illness must be immediately reported to the employee's supervisor. All required medical treatment must be performed by a Worker's Compensation Physician appointed by the joint insurance fund and payment for unauthorized medical treatment may not be covered pursuant to the Act. The final determination with respect to the employee's eligibility under the Worker's Compensation Policy rests with the Township's insurance carrier.

Additional information is available and employees should be referred to:

Safety Employee / Committee Procedures - V1 C4.1

**2021 DISPATCHERS GUIDE - HIRED PRIOR TO 1/1/2014**

% Raise = 1.760% 101.760%

	MINIMUM	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12	STEP 13	STEP 14	STEP 15
ANNUAL	57,807.54	60,070.92	62,352.61	64,634.31	66,905.84	69,181.67	71,456.95	73,641.96	75,829.43	78,015.24	80,201.54	82,388.24	84,574.35	86,760.86	88,947.87	91,134.38	93,320.89
HOURLY	27,792.1	28,880.3	29,972.2	31,074.2	32,166.8	33,260.4	34,355.5	35,448.8	36,543.8	37,639.9	38,736.1	39,832.4	40,928.8	42,025.2	43,121.6	44,218.0	45,314.4
OT	41,688.1	43,320.4	44,965.8	46,611.3	48,250.1	49,890.6	51,533.2	53,177.2	54,822.3	56,468.4	58,115.5	59,763.6	61,412.7	63,062.8	64,712.9	66,363.0	68,013.1
\$730 - 7 YRS																	
HOURLY	28,143.1	29,231.3	30,328.2	31,425.2	32,517.8	33,611.4	34,706.5	35,797.9	36,892.6	37,988.8	39,085.5	40,182.8	41,280.7	42,379.2	43,478.3	44,578.0	45,678.3
OT	42,214.6	43,846.9	45,492.3	47,137.8	48,776.6	50,417.1	52,059.7	53,697.3	55,336.2	56,974.4	58,613.6	60,253.0	61,892.5	63,532.0	65,171.5	66,811.0	68,450.5
\$1045 - 9 YRS																	
HOURLY	28,294.5	29,382.7	30,479.6	31,578.8	32,669.2	33,762.8	34,858.7	35,957.9	37,059.2	38,162.6	39,268.1	40,375.6	41,484.8	42,595.7	43,708.5	44,823.0	45,939.1
OT	42,441.7	44,074.0	45,719.4	47,364.9	49,007.3	50,644.2	52,282.6	53,922.0	55,562.4	57,203.8	58,846.2	60,489.6	62,133.0	63,777.4	65,421.8	67,067.2	68,713.6
\$1360 - 12 YRS																	
HOURLY	28,445.9	29,534.1	30,631.0	31,728.0	32,820.6	33,914.2	35,008.9	36,103.8	37,198.8	38,294.0	39,389.3	40,484.7	41,580.2	42,675.8	43,771.5	44,867.3	45,963.1
OT	42,668.8	44,301.1	45,946.5	47,592.0	49,230.8	50,871.3	52,513.9	54,157.6	55,802.4	57,447.2	59,092.8	60,738.4	62,384.0	64,029.6	65,675.2	67,320.8	68,966.4
\$1675 - 15 YRS																	
HOURLY	28,597.4	29,685.6	30,782.5	31,879.5	32,972.1	34,065.7	35,160.4	36,256.2	37,353.1	38,451.1	39,550.1	40,650.1	41,751.1	42,853.1	43,956.1	45,060.1	46,165.1
OT	42,896.1	44,528.3	46,173.8	47,819.2	49,468.1	51,118.6	52,770.7	54,423.4	56,076.6	57,730.4	59,384.8	61,039.8	62,695.4	64,351.6	66,008.4	67,665.7	69,323.5

**LONGEVITY SCHEDULE:**

Hired prior to 1/1/1998:

Year 3	\$415.00
Year 5	\$730.00
Year 9	\$1,045.00
Year 12	\$1,360.00
Year 15	\$1,675.00

Hired 1/1/14 & After:

No Longevity

**\*\*NOTE: Employees at Step 6 on 12/31/12 moved to NEW Step 7 on 1/1/13 & Step 8 ON 1/1/14  
Increment date for these employees is now 1/1/13\*\***



**2021 DISPATCHERS GUIDE - HIRED AFTER 1/1/2014**

% Raise = 1.750% 101.750%

New Hires after 1/1/21:  
 Year 1 90.00%  
 Year 2 95.00%  
 Year 3 95.00%  
 Year 4 100.00%

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
ANNUAL HOURLY	40,746.79	41,969.19	43,228.26	44,525.11	45,860.87	47,486.00	49,127.31	50,846.77	52,626.41	54,468.33
OT	19,5898	20,1775	20,7828	21,4063	22,0485	22,8202	23,6189	24,4456	25,3012	26,1867
ANNUAL HOURLY	29,3847	30,2662	31,1742	32,1095	33,0727	34,2303	35,4283	36,6683	37,9517	39,2800
OT	43,010.50	44,300.81	45,629.83	46,998.73	48,408.70	50,103.00	51,856.61	53,671.59	55,550.10	57,494.35
ANNUAL HOURLY	20,6781	21,2985	21,9374	22,5955	23,2734	24,0880	24,9311	25,8036	26,7088	27,6415
OT	31,0172	31,9477	32,9061	33,8933	34,9101	36,1320	37,3966	38,7055	40,0602	41,4623
ANNUAL HOURLY	45,274.21	46,632.43	48,031.41	49,472.35	50,956.53	52,740.00	54,585.90	56,496.41	58,473.79	60,520.37
OT	21,7664	22,4194	23,0920	23,7848	24,4983	25,3558	26,2432	27,1617	28,1124	29,0963
ANNUAL HOURLY	32,6497	33,6292	34,6380	35,6772	36,7475	38,0337	39,3648	40,7426	42,1686	43,6445
ANNUAL HOURLY	56,374.72	58,347.84	60,390.01	62,503.66	64,691.29	66,955.48	69,298.92	71,724.38	73,876.12	75,890.89
OT	27,1032	28,0518	29,0337	30,0498	31,1016	32,1901	33,3168	34,4829	35,5174	36,4860
ANNUAL HOURLY	40,6548	42,0778	43,5505	45,0748	46,6524	48,2852	49,9752	51,7243	53,2760	54,7290
OT	59,506.65	61,589.39	63,745.01	65,976.09	68,285.25	70,675.23	73,148.86	75,709.07	77,980.34	80,107.05
ANNUAL HOURLY	28,6090	29,6103	30,6466	31,7193	32,8294	33,9785	35,1677	36,3986	37,4906	38,5130
OT	42,9135	44,4154	45,9700	47,5789	49,2442	50,9677	52,7516	54,5979	56,2358	57,7695
ANNUAL HOURLY	62,638.58	64,830.93	67,100.01	69,448.51	71,879.21	74,394.98	76,998.80	79,693.76	82,084.57	84,323.21
OT	30,1147	31,1687	32,2596	33,3887	34,5573	35,7668	37,0187	38,3143	39,4637	40,5400
ANNUAL HOURLY	45,1721	46,7531	48,3894	50,0831	51,8360	53,6502	55,5280	57,4715	59,1956	60,8100



2022 DISPATCHERS GUIDE - HIRED PRIOR TO 1/1/2014

	MINIMUM	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12	STEP 13	STEP 14	STEP 15
ANNUAL	68,983.69	61,272.34	63,599.67	66,926.99	68,244.98	70,565.30	73,355.29	75,114.80	76,428.02	77,766.93	79,126.88	80,512.53	81,921.54	83,353.93	84,802.67	87,630.04
HOURLY	28.3479	29.4579	30.5768	31.6957	32.8101	33.9255	35.2570	36.1129	36.7442	37.3879	38.0418	38.7078	39.3854	40.0740	40.7705	42.1298
OT	42.5219	44.1968	45.8651	47.5435	49.2151	50.8884	52.9004	54.1693	55.1164	56.0819	57.0627	58.0819	59.0780	60.1110	61.1558	63.1947
\$730 - 7 YRS																
HOURLY	28.6989	29.8089	30.9278	32.0467	33.1611	34.2766	35.6180	36.4639	37.0952	37.7389	38.3928	39.0589	39.7364	40.4250	41.1215	42.4808
OT	43.0484	44.7133	46.3816	48.0700	49.7416	51.4149	53.4258	54.6958	55.6429	56.5084	57.5892	58.5884	59.6045	60.6375	61.8823	63.7212
\$1045 - 9 YRS																
HOURLY	28.8503	29.9603	31.0792	32.1981	33.3125	34.4280	35.7694	36.6153	37.2466	37.8903	38.5442	39.2103	39.8878	40.5764	41.2729	42.6322
OT	43.2755	44.9404	46.6187	48.2971	49.9687	51.6420	53.6540	54.9229	55.8700	56.8355	57.8163	58.8155	59.8316	60.8646	61.9094	63.9483
\$1360 - 12 YRS																
HOURLY	29.0017	30.1117	31.2306	32.3495	33.4639	34.5794	35.9208	36.7367	37.3980	38.0417	38.6956	39.3617	40.0392	40.7278	41.4243	42.7896
OT	43.5026	45.1675	46.8458	48.5242	50.1958	51.8691	53.8811	55.1500	56.0971	57.0626	58.0434	59.0426	60.0587	61.0917	62.1385	64.1754
\$1675 - 15 YRS																
HOURLY	29.1532	30.2632	31.3821	32.5010	33.6154	34.7309	36.0723	36.9182	37.5495	38.1932	38.8471	39.5132	40.1907	40.8793	41.5758	42.9351
OT	43.7298	45.3947	47.0731	48.7515	50.4231	52.0964	54.1084	55.3773	56.3243	57.2899	58.2706	59.2699	60.2860	61.3190	62.3637	64.4027

% Raise = 2.000% 102.000%

LONGEVITY SCHEDULE:

Hired prior to 1/1/1998:	Hired 1/1/198 - 12/31/13:	Hired 1/1/14 & After:
Year 3 \$415.00	Year 7 \$730.00	No Longevity
Year 5 \$730.00	Year 9 \$1,045.00	
Year 8 \$1,045.00	Year 12 \$1,360.00	
Year 12 \$1,360.00	Year 15 \$1,675.00	

\*\*NOTE: Employees at Step 6 on 12/31/12 moved to NEW Step 7 on 1/1/13 & Step 8 ON 1/1/14  
Increment date for these employees is now 1/1/13\*\*

**2022 DISPATCHERS GUIDE - HIRED AFTER 1/1/2014**

% Raise =

2.000%

102.000%

**New Hires after 1/1/21:**

Year 1	90.00%
Year 2	95.00%
Year 3	95.00%
Year 4	100.00%

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
ANNUAL	41,581.73	42,808.57	44,092.83	45,415.62	46,778.09	48,115.32	50,109.86	51,863.70	53,678.94	55,557.70
HOURLY	19,981.6	20,581.0	21,198.5	21,834.4	22,489.5	23,276.6	24,589.7	24,934.5	26,807.2	26,710.4
OT	29,972.4	30,871.6	31,797.7	32,751.6	33,734.2	34,914.9	36,136.9	37,401.7	38,710.8	40,065.6
ANNUAL	43,870.71	45,186.83	46,542.43	47,938.71	49,376.87	51,005.06	52,893.74	54,745.02	56,661.10	58,644.24
HOURLY	21,091.7	21,724.4	22,376.2	23,047.5	23,738.9	24,589.7	25,429.7	26,319.7	27,240.9	28,194.3
OT	31,637.5	32,586.7	33,564.3	34,571.2	35,608.3	36,854.6	38,144.5	39,479.6	40,861.4	42,291.5
ANNUAL	46,179.69	47,565.08	48,992.03	50,461.80	51,975.66	53,794.80	55,677.62	57,628.34	59,643.26	61,730.78
HOURLY	22,201.8	22,867.8	23,563.9	24,260.5	24,988.3	25,862.9	26,768.1	27,705.0	28,674.6	29,678.3
OT	33,302.7	34,301.7	35,330.8	36,390.7	37,482.4	38,794.3	40,152.1	41,557.5	43,012.0	44,517.4
ANNUAL	57,502.22	59,514.80	61,587.81	63,753.73	65,985.12	68,294.59	70,684.90	73,158.87	75,353.64	77,408.71
HOURLY	27,645.3	28,612.9	29,614.3	30,650.8	31,723.6	32,833.9	33,983.1	35,172.5	36,227.7	37,215.7
OT	41,467.9	42,919.3	44,421.5	45,976.3	47,585.4	49,250.9	50,974.7	52,758.8	54,341.6	55,823.6
ANNUAL	60,696.79	62,821.17	65,019.91	67,295.61	69,650.95	72,088.74	74,611.84	77,223.25	79,539.95	81,709.19
HOURLY	29,181.1	30,202.5	31,259.6	32,353.7	33,486.0	34,658.0	35,871.1	37,126.6	38,240.4	39,283.3
OT	43,771.7	45,303.7	46,889.4	48,530.5	50,229.1	51,987.1	53,806.6	55,689.8	57,360.5	58,924.9
ANNUAL	63,891.35	66,127.55	68,442.01	70,837.48	73,316.80	75,882.88	78,538.78	81,287.63	83,726.26	86,009.68
HOURLY	30,717.0	31,792.1	32,944.8	34,056.5	35,248.5	36,482.2	37,759.0	39,080.6	40,253.0	41,350.8
OT	46,075.5	47,688.1	49,357.2	51,084.7	52,872.7	54,723.2	56,638.6	58,620.9	60,379.5	62,026.2

2023 DISPATCHERS GUIDE - HIRED PRIOR TO 1/1/2014

% Raise = 2.000% 102.000%

	MINIMUM	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12	STEP 13	STEP 14	STEP 15
ANNUAL	60,142.97	62,487.79	64,871.66	67,245.53	69,609.88	71,976.60	74,822.40	76,617.10	77,956.58	79,322.27	80,709.42	82,122.78	83,569.97	85,021.01	86,488.72	89,382.64
HOURLY	28,914.9	30,047.0	31,188.3	32,329.6	33,466.3	34,604.1	35,872.3	36,835.1	37,479.1	38,135.7	38,802.6	39,482.1	40,173.1	40,875	41,585.9	42,972.4
OT	43,372.3	45,070.5	46,782.4	48,494.4	50,199.4	51,906.2	53,958.5	55,252.7	56,218.7	57,203.6	58,203.9	59,223.2	60,259.6	61,313.2	62,378.9	64,458.6
\$730 - 7 YRS																
HOURLY	29,265.6	30,398.0	31,539.3	32,680.6	33,817.3	34,955.1	36,323.3	37,186.1	37,830.1	38,486.7	39,153.6	39,833.1	40,524.1	41,226.5	41,936.9	43,323.4
OT	43,898.8	45,597.0	47,308.9	49,020.9	50,725.9	52,432.7	54,485.0	55,779.2	56,745.2	57,730.1	58,730.4	59,748.7	60,786.1	61,839.7	62,905.4	64,985.1
\$1045 - 9 YRS																
HOURLY	29,417.3	30,549.4	31,690.7	32,832.0	33,986.7	35,106.5	36,474.7	37,337.5	37,981.5	38,638.1	39,305.0	39,984.5	40,675.5	41,377.9	42,088.3	43,474.8
OT	44,125.9	45,824.1	47,536.0	49,248.0	50,953.0	52,659.8	54,712.1	56,006.3	56,972.3	57,957.2	58,957.5	59,976.8	61,013.2	62,066.8	63,132.5	65,212.2
\$1360 - 12 YRS																
HOURLY	29,568.7	30,700.8	31,842.1	32,983.4	34,120.1	35,257.9	36,626.1	37,489.9	38,132.9	38,789.5	39,456.4	40,135.9	40,826.9	41,529.3	42,239.7	43,626.2
OT	44,353.0	46,051.2	47,763.1	49,475.1	51,180.1	52,886.9	54,939.2	56,233.4	57,199.4	58,184.3	59,184.6	60,203.9	61,240.3	62,293.9	63,359.6	65,439.3
\$1675 - 15 YRS																
HOURLY	29,720.2	30,852.3	31,993.6	33,134.9	34,271.6	35,409.4	36,777.6	37,640.4	38,284.4	38,941.0	39,607.9	40,287.4	40,978.4	41,680.8	42,391.2	43,777.7
OT	44,580.3	46,278.5	47,990.4	49,702.3	51,407.4	53,114.2	55,166.4	56,460.7	57,426.6	58,411.5	59,411.9	60,431.1	61,467.5	62,521.2	63,586.8	65,666.6

LONGEVITY SCHEDULE:

Hired prior to 1/1/1998:	Hired 1/1/98 - 12/31/13:	Hired 1/1/14 & After:
Year 3 \$415.00	Year 7 \$730.00	No Longevity
Year 5 \$730.00	Year 9 \$1,045.00	
Year 9 \$1,045.00	Year 12 \$1,360.00	
Year 12 \$1,360.00	Year 15 \$1,675.00	

\*\*NOTE: Employees at Step 6 on 12/31/12 moved to NEW Step 7 on 1/1/13 & Step 8 ON 1/1/14  
 Increment date for these employees is now 1/1/13\*\*

## 2023 DISPATCHERS GUIDE - HIRED AFTER 1/1/2014

New Hires after 1/1/21:

Year 1	90.00%
Year 2	95.00%
Year 3	95.00%
Year 4	100.00%

% Raise = 2.000%      102.000%

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
ANNUAL HOURLY	42,392.96	43,664.74	44,974.69	46,323.93	47,713.65	49,139.62	51,112.06	52,900.98	54,752.52	56,668.85
OT	20,381.22	20,992.77	21,622.24	22,271.11	22,939.33	23,742.11	24,573.31	25,433.32	26,323.33	27,244.6
ANNUAL HOURLY	30,571.8	31,489.0	32,433.7	33,406.7	34,408.9	35,439.2	36,497.7	37,584.9	38,700.8	39,846.0
OT	15,285.9	15,494.5	15,716.8	15,943.3	16,174.4	16,409.6	16,648.8	16,891.7	17,138.4	17,388.0
ANNUAL HOURLY	44,748.12	46,090.56	47,473.28	48,897.48	50,364.41	52,127.16	53,951.61	55,839.92	57,794.32	59,817.12
OT	21,513.5	22,158.9	22,823.7	23,508.4	24,213.7	25,061.1	25,938.3	26,846.1	27,785.7	28,758.2
ANNUAL HOURLY	32,270.3	33,238.4	34,235.5	35,262.6	36,320.5	37,591.7	38,907.4	40,269.2	41,678.6	43,137.3
OT	16,135.1	16,579.2	17,051.8	17,551.3	18,080.2	18,635.8	19,217.7	19,824.6	20,456.4	21,113.6
ANNUAL HOURLY	47,103.29	48,516.36	49,971.87	51,471.03	53,015.17	54,870.69	56,791.17	58,778.86	60,836.13	62,965.39
OT	22,645.8	23,325.2	24,024.9	24,745.7	25,488.1	26,380.1	27,303.4	28,259.1	29,248.1	30,271.8
ANNUAL HOURLY	33,968.7	34,987.8	36,037.4	37,118.5	38,232.1	39,570.2	40,955.2	42,388.6	43,872.2	45,407.7
OT	16,984.3	17,493.9	18,018.7	18,559.2	19,116.0	19,688.1	20,275.1	20,877.3	21,494.1	22,126.4
ANNUAL HOURLY	58,652.26	60,705.09	62,829.77	65,028.81	67,304.82	69,660.48	72,098.60	74,622.05	76,860.71	78,956.88
OT	28,198.2	29,185.1	30,206.6	31,263.9	32,358.1	33,490.6	34,662.8	35,876.0	36,952.3	37,960.0
ANNUAL HOURLY	42,297.3	43,777.7	45,309.9	46,895.8	48,537.1	50,235.9	51,994.2	53,814.0	55,428.4	56,940.1
OT	21,148.6	21,888.8	22,664.9	23,477.9	24,318.5	25,196.9	26,111.1	27,060.0	27,993.2	28,910.0
ANNUAL HOURLY	61,910.72	64,077.60	66,320.31	68,641.52	71,043.98	73,530.51	76,104.08	78,767.72	81,130.75	83,343.38
OT	29,764.8	30,806.5	31,884.8	33,000.7	34,155.8	35,351.2	36,588.5	37,869.1	39,005.2	40,069.9
ANNUAL HOURLY	44,647.2	46,209.8	47,827.1	49,501.1	51,233.6	53,026.8	54,882.7	56,803.6	58,507.8	60,103.4
OT	22,323.6	23,104.9	23,913.5	24,750.5	25,616.8	26,511.4	27,434.4	28,384.8	29,361.9	30,364.7
ANNUAL HOURLY	65,169.18	67,450.10	69,810.85	72,254.23	74,783.13	77,400.54	80,109.55	82,913.39	85,400.79	87,729.87
OT	31,331.3	32,427.9	33,562.9	34,737.6	35,953.4	37,211.8	38,514.2	39,862.2	41,058.1	42,177.8
ANNUAL HOURLY	46,997.0	48,641.9	50,344.4	52,106.4	53,930.1	55,817.7	57,771.3	59,793.3	61,587.1	63,266.7
OT	23,498.5	24,320.9	25,172.2	26,053.2	26,965.0	27,907.9	28,881.7	29,886.6	30,921.4	31,986.4

2024 DISPATCHERS GUIDE - HIRED PRIOR TO 1/1/2014

% Raise = 2.250% 102.250%

	MINIMUM	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12	STEP 13	STEP 14	STEP 15
ANNUAL	61,486.18	63,903.99	66,331.27	68,768.56	71,176.10	73,596.08	76,505.90	78,340.98	79,710.60	81,107.02	82,525.38	83,970.54	85,440.07	86,933.98	88,444.95	91,393.75
HOURLY	29,5655	30,7231	31,8900	33,0570	34,2193	35,3827	36,7917	37,6639	38,3224	38,9938	39,6757	40,3705	41,0770	41,7962	42,5216	43,9393
OT	44,3482	46,0846	47,8351	49,5855	51,3288	53,0741	55,1725	56,4859	57,4836	58,4906	59,5135	60,5557	61,6154	62,6928	63,7824	65,9090
<b>\$730 - 7 YRS</b>																
HOURLY	29,9165	31,0741	32,2410	33,4080	34,5703	35,7337	37,1327	38,0149	38,6734	39,3448	40,0267	40,7215	41,4280	42,1462	42,8726	44,2903
OT	44,8747	46,6111	48,3516	50,1120	51,8554	53,6006	55,6990	57,0224	58,0101	59,0171	60,0400	61,0822	62,1419	63,2193	64,3089	66,4355
<b>\$1045 - 9 YRS</b>																
HOURLY	30,0679	31,2255	32,3924	33,5594	34,7217	35,8851	37,2841	38,1563	38,8248	39,4962	40,1781	40,8729	41,5794	42,2976	43,0240	44,4417
OT	45,1018	46,8382	48,5887	50,3391	52,0825	53,8277	55,9281	57,2495	58,2372	59,2442	60,2671	61,3093	62,3690	63,4464	64,5390	66,6625
<b>\$1360 - 12 YRS</b>																
HOURLY	30,2193	31,3769	32,5438	33,7108	34,8731	36,0365	37,4355	38,3177	38,9762	39,6476	40,3295	41,0243	41,7308	42,4490	43,1754	44,5931
OT	45,3289	47,0653	48,8158	50,5662	52,3096	54,0548	56,1532	57,4766	58,4643	59,4713	60,4942	61,5364	62,5961	63,6735	64,7631	66,8897
<b>\$1675 - 15 YRS</b>																
HOURLY	30,3708	31,5284	32,6953	33,8623	35,0246	36,1880	37,5870	38,4692	39,1277	39,7991	40,4810	41,1758	41,8823	42,6005	43,3289	44,7446
OT	45,5562	47,2926	49,0430	50,7934	52,5369	54,2820	56,3805	57,7039	58,6916	59,6986	60,7214	61,7636	62,8234	63,9007	64,9904	67,1169

LONGEVITY SCHEDULE:

	Hired prior to 1/1/1998:	Hired 1/1/98 - 12/31/13:	Hired 1/1/14 & After:
Year 3	\$415.00	\$730.00	No Longevity
Year 5	\$730.00	\$1,045.00	
Year 9	\$1,045.00	\$1,360.00	
Year 12	\$1,360.00	\$1,675.00	
Year 15	\$1,675.00		

\*\*NOTE: Employees at Step 6 on 12/31/12 moved to NEW Step 7 on 1/1/13 & Step 8 ON 1/1/14  
Increment date for these employees is now 1/1/13\*\*

# APPENDIX B

**2024 DISPATCHERS GUIDE - HIRED AFTER 1/1/2014**

% Raise = 2.250% 102.250%

New Hires after 1/1/21:  
 Year 1 90.00%  
 Year 2 95.00%  
 Year 3 95.00%  
 Year 4 100.00%

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
ANNUAL	43,346.80	44,647.20	45,986.62	47,366.22	48,787.21	50,494.76	52,262.08	54,091.25	55,984.45	57,943.90
HOURLY	20,8398	21,4650	22,1090	22,7722	23,4554	24,2763	25,1260	26,0054	26,9156	27,8576
OT	31,2597	32,1975	33,1634	34,1583	35,1831	36,4145	37,6890	39,0081	40,3734	41,7865
ANNUAL	45,754.96	47,127.60	48,541.43	49,997.67	51,497.61	53,000.02	54,655.53	57,096.32	59,094.69	61,163.01
HOURLY	21,9876	22,6575	23,3372	24,0373	24,7585	25,6250	26,5219	27,4502	28,4109	29,4053
OT	32,9964	33,9863	35,0058	36,0560	37,1377	38,4375	39,7828	41,1752	42,6164	44,1079
ANNUAL	48,163.11	49,608.00	51,096.24	52,629.13	54,208.01	56,105.28	58,068.97	60,101.39	62,204.94	64,382.11
HOURLY	23,1553	23,8500	24,5665	25,3025	26,0615	26,9737	27,9178	28,8949	29,9062	30,9529
OT	34,7330	35,7750	36,8483	37,9537	39,0923	40,4605	41,8767	43,3423	44,8593	46,4294
ANNUAL	59,971.94	62,070.96	64,243.44	66,491.96	68,819.18	71,227.84	73,720.82	76,301.04	78,990.08	80,733.41
HOURLY	28,8327	29,8418	30,8863	31,9673	33,0861	34,2442	35,4427	36,6832	37,9637	38,8141
OT	43,2490	44,7627	46,3294	47,9509	49,6292	51,3662	53,1641	55,0248	56,8755	58,2212
ANNUAL	63,303.71	65,519.34	67,812.52	70,185.95	72,642.47	75,184.95	77,816.42	80,539.99	82,956.19	85,218.60
HOURLY	30,4345	31,4997	32,6022	33,7432	34,9243	36,1466	37,4117	38,7211	39,8828	40,9705
OT	45,6517	47,2495	48,9033	50,6149	52,3864	54,2199	56,1176	58,0817	59,8242	61,4557
ANNUAL	66,635.49	68,967.73	71,381.60	73,879.95	76,465.75	79,142.05	81,912.02	84,778.94	87,322.31	89,703.79
HOURLY	32,0363	33,1576	34,3181	35,5192	36,7624	38,0491	39,3808	40,7591	41,9619	43,1268
OT	48,0544	49,7363	51,4771	53,2788	55,1436	57,0736	59,0712	61,1387	62,9728	64,6902