

EMS

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

Effective: May 1, 2024

Expires: December 31, 2027

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ARTICLE I
RECOGNITION

Section I

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

Section 2

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

Section 3

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

Section 4

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

ARTICLE III
CONDUCTING UNION BUSINESS ON EMPLOYER TIME

Section I

GRIEVANCE COMMITTEE: The Employer shall permit members of the Union Grievance Committee (not to exceed three (3)) to conduct the business of the Committee, which consists of conferring with Employees and management on specific grievances in accordance with the Grievance Procedure set forth herein, during the duty hours of the members without loss of pay provided the conducting of said business shall not diminish the effectiveness of the Division of Community Service ("Division") or require the recall of off-duty Community Service Officers to bring the Division to its proper effectiveness. Union shall give the Director no less than 24 hours' notice of the grievance and request approval to discuss the matter with the grievant. Approval is subject to working and scheduling conditions but shall not be unreasonably withheld.

Section 2

CONVENTION COMMITTEE:

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

B.) Approval to attend must be requested to later than two (2) weeks prior to the scheduled convention. Approval for leave with pay shall be granted for the duration of the convention(s) to a maximum of four (4) days, inclusive of travel time.

ARTICLE IV
EMPLOYEE RIGHTS

Section 1

There shall be no discrimination, interferences or coercion by the Employer, or any of its agents, or the Union or any of its agents, against Employees covered by this Agreement because of membership or non-membership or activity or inactivity in the Union. The Employer shall not intimidate or coerce Employees into membership. Neither the Employer nor the Union shall discriminate against any Employee because of race, creed, color, sex, preference, national origin, political affiliation or any other legally protected classification.

Section 2

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

ARTICLE V
SICK LEAVE

Section 1

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

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

Section 1 (a)

Sick leave with pay is hereby defined to mean a necessary absence from duty due to illness, injury or exposure to contagious disease, and may include absence due to illness of a family member of the Employee or necessary attendance upon a family member who is ill. "Family member" shall include the spouse, children, parents or legal guardians, brothers and sisters, and spouse's parents or legal guardians; brothers and sisters, and the grandparents and grandchildren of both the Employee and Employee's spouse.

Section 2

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

Section 5

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

Section 6

SICK LEAVE BUY-BACK: Full-time Community Service Officers covered under this Agreement shall have the option of selling back accumulated sick leave to the Township provided the Employee has maintained a sick leave bank of one hundred thirty (130) days. The days eligible to be sold back to the Township shall be capped at ten (10) days per year. Payment for such days shall be seventy-five (75%) percent of the rate of pay, calculated as of December 31st of the previous year. Employee's eligibility to participate in this program shall be calculated as of December 31st of the previous year and each succeeding December 31st thereafter through the life of the applicable bargaining agreement. In order to participate in this program, an Employee must fill out a form and return it to the Division of Human Resources no later than March 31st of the current year. Payment for sick days sold back to the Township will be made by July 31st of the current year.

Employees hired after May 21, 2010 are not entitled to sell back sick leave.

amounts received as compensation to him/her and his/her salary during the period

ARTICLE VII
CHECKOFF

Section I

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

Section 2

If, during the life of this Agreement, there shall be any change in the rate of membership dues, the Union shall furnish the Employer written notice thirty (30) days prior to the effective date of such change.

Section 3

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

ARTICLE VIII
MANAGEMENT

Section I

The Township of Toms River hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

a. To the executive management and administrative control of the Township Government and its properties and facilities and related activities of its Employees by utilizing personnel, methods, and means of the most appropriate and efficient manner possible,

b. To hire, promote, transfer, assign, or retain Employees in positions within the Division and in that regard to establish reasonable work rules.

c. To suspend, demote, discharge, discipline or take any other action against an Employee for good and just cause according to law.

d. To layoff Employees in the event of lack of work, funds, or under conditions where continuation of such work would be inefficient and non-productive. Seniority shall prevail at all times in the order of any layoff and subsequent rehiring.

Section 2

The exercise of the foregoing powers, rights, authority, duties, and responsibilities of the Township, the adoption of policies, rules, regulations and practices, and the furtherance thereof, and the use of judgment and

then only to the extent such terms thereof are in conformance with the Constitution and laws of the State of New Jersey and of the United States.

Section 3

Nothing contained in this Article shall be construed to deny or restrict the Township of its rights, responsibilities, or authority under R.S. 40 and 40A, or other applicable laws.

Section 4

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

ARTICLE IX
HOURS

Section 1

The parties understand and agree that the standard weekly work schedule for employees covered by this Agreement requires Employee services continuously throughout the seven (7) day week. Both parties also understand that the standard work period shall consist of 80 hours of work per 14-day pay period.

Section 2

The tours of duty shall be established by the Employer, through the Director of EMS and the Employer shall have the right, for efficiency of its operations, to make changes in starting and stopping time of the daily work schedule and to vary from the daily or weekly work schedule. If practicable, Community Service Officers will be given a one week notice prior to changing their scheduled tour of duty other than a declared state of emergency.

Section 3

The parties further agree that they shall discuss changes in the daily or weekly work schedule which may be necessitated for the efficient operation of the work force prior to implementation of such changes, and that the Union shall have the right to submit written recommendations with respect to any such changes.

Section 4

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

a. In November, the Employer shall develop and publish shifts of scheduled work days for the upcoming shift pick,

b. A copy of said shifts shall be posted on the Union bulletin board.

e. Prior to the assignments of shifts, CSOs shall submit to the Employer his/her preference and a second preference for shifts to work for the upcoming period. The Employer shall rank the bids for shifts according to seniority.

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

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

f. For the purposes of selecting permanent shifts as set forth in Article IX, Section 4, full-time employees shall have preference at all times over part-time employees. The Union recognizes that part-time employees may be scheduled as dictated by shift coverage needs.

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

Section 4

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

For employees hired on or after January 1, 2014:

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

Section 2

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

Section 3

With the exception of the first annual anniversary date, vacations may be scheduled at any time within the calendar year of any annual anniversary date, that is, they need not be deferred until the actual anniversary date. If the anniversary date occurs in December, the vacation to which entitled may be taken the following calendar year, but not consecutively with the vacation to which entitled for the second anniversary date.

Accrued but unused vacation leave may accumulate and be carried over from year to year. An Employee will be entitled to carry over no more than forty (40) hours vacation and shall not be entitled to carry over any vacation leave from the year immediately preceding his/her retirement.

ARTICLE XI
BEREAVEMENT

Section I

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

Section 2

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

Section 4

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

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 plans are provided. The parties agree that the plans offered under the State Health Benefits Plan ("SHBP") meet the "substantially equivalent" requirement, 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 Union will be offered, among the plan options, the NJDIRECTIO plan or its successor (such as NJ2019, for those employees hired after 2019), 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 Union with 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, spouse/partner) and types (medical, dental, and/or prescription) of coverage selected. For those employees subject thereto, premium percentages shall be determined by an employee's base salary and phased-in over four year until full contribution is reached (Year 4). Each individual employee's contribution percentages shall be calculated based upon the matrices included in Appendix G to this agreement.

3. The contribution percentages set forth above shall be calculated in accordance with Tier 4 (full contribution) under the applicable matrix.

4. Contribution percentages shall be recalculated immediately upon any adjustments in salary and cost of insurance coverage.

notwithstanding the expiration of any law or agreement or the execution of a new agreement. Thereafter, employees' share of the cost of coverage may be the subject of collective negotiations; however, the rates set forth above shall be the baseline for future negotiations, as if they had been previously contracted for.

6. Employees hired on or after January 1, 2014, are limited to coverage under the Aetna Health Network Only (Open Access) Plan, Horizon Dental Choice Plan, and the Benecard Prescription Plans only. If these employees wish to enroll in any other plan, they must pay the difference in premium in addition to the premium co-pay required above.

7. In accordance with N.J.S.A. 40A:10-21.1 b (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.Jb(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. In order to be eligible for retiree benefits under this section, the employee must have earned or accumulated 25 or more years of service credit in the Police and Firemen's Retirement System or Public Employees Retirement System, at least 18 of which shall have been earned or accumulated in service to the Township. Retiree benefits contribution shall be at a Tier IV rate.

For those employees who are granted a disability retirement as determined by the Division of Pensions and Benefits, eligibility for continuation of health benefits and contributions thereto shall be governed by Section 104-141-I and Section 104-14K of the Township Code.

8. For all medical, prescription, and dental benefits provided under this agreement, retirees shall be offered the same benefit plans and levels of

ARTICLE XV
CLOTHING ALLOWANCE

Section 1

All new employees covered by this agreement shall receive a full complement of new uniforms as provided in Appendix E of this agreement. Uniform items shall be replaced on an as-needed basis by the Department Head. For existing employees, a clothing allowance in the amount of \$750 shall be paid annually on December 15 of each year only upon presentation of receipts establishing \$750 in reimbursable expenses for the maintenance, cleaning, and purchase of Township-authorized uniforms and equipment.

Section 2

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

Section 3

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

ARTICLE XVII
PENSIONS

Section I

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

Section 2

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

ARTICLE XIX GRIEVANCE PROCEDURE

A grievance is a claim by an Employee, the Union, or the Employer based upon interpretation, application, or violation of this Agreement, policies or administrative decisions, and practices affecting an Employee, group of Employees or the Employer.

Party In Interest - A "Party In Interest" is the person or persons making the claim and any person including the Union or the Township, who might be required to take action or against whom action might be taken in order to resolve the claim.

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

Working Days- For the purpose of this Article, the term "working days" is defined as Monday through Friday, exclusive of Holidays.

Level One - Immediate Supervisor

A Community Service Officer with a grievance shall first discuss it with his or her immediate Supervisor within fifteen (15) working days, either directly or through the Union's designated representative, with the objective of resolving the matter informally.

Level Two - Director of EMS

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

2. **Reprisals**

No reprisals of any kind shall be taken by the Township or by any member of the Administration against any party in interest, any representative, any member of the Union, or any other participant in the Grievance Procedure by reason of such participation.

3. **Advanced Step Filing**

Any grievance affecting either a class of members or whose decision will have an effect on the membership of this Union shall be commenced at Level Two, Director of EMS.

It is understood that the filing of any grievance shall be at the level of jurisdiction necessary to render the relief sought by the grievant or the Union.

ARTICLE XXI MAINTENANCE
OF OPERATIONS

Section 1

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

Section 2

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

Section 3

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

Section 4

In the event of a strike, slowdown, walk-out, or job action, it is covenanted and agreed that participation in any such activity by a member of the department shall entitle the Employer to take appropriate disciplinary action including the possibility of discharge in accordance with applicable law.

ARTICLE XXI
UNION RIGHTS

Section 1

The Employer agrees to furnish to the Union, in response to its requests, all available information within the public domain.

Section 2

The Union, and its representatives, shall have the right to use Township buildings at all reasonable hours for meetings. The Business Administrator of the Township shall be notified in advance of the time and place of such meetings. This right shall be upon approval of the Employer, such approval shall not be unreasonably denied.

Section 3

The Union shall have the right to use Township facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Union shall pay for the reasonable cost of all materials and supplies incident to each use.

Section 4

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

ARTICLE XXIV
DURATION

Section 1

This Agreement shall be in force and effect from May 1, 2024, and shall remain in effect to and including December 31, 2027.

Section 2

This Agreement and its provisions shall be extended and remain in full force and effect, with no reduction in wages, benefits or other conditions of employment during any extended periods of negotiations that take place on a successor agreement, after the expiration of this agreement, until a successor agreement has been reached

Section 3

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

Accrued, unused compensatory time cannot be accumulated from year-to-year, but is eligible for payment at the end of each year. Such payment shall be made in December in the year in which such time was required to be used.

ARTICLE XXVII
HOLIDAYS

Section 1

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

Section 2

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

Section 3

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

Section 4

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

Section 5

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

Section 6

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

Section 7

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

ARTICLEXXX
MISCELLANEOUS PROVISIONS

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

ARTICLE XXXII
SAFETY AND HEALTH

Section 1

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

Section 2

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

Section 3

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

Section 4

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

Section 5

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

The Employer agrees to provide all necessary training at no cost to the

Employee for those job functions fulfilled by the Employee, in order to comply with Article XXXII (Safety and Health) of this Agreement. Nor should any Community Service Officer be expected to fulfill a duty for which he has not been properly trained.

Section 3

Whenever possible, the Township shall endeavor to offer training in House.

ARTICLE XXXIV
SPECIAL DUTY

Section I

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

ARTICLE XXXVI
SENIORITY

Section I

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

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

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

Section 2

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

Section 3

A. In the event of lay-off and rehiring, the last full-time Community Service Officer hired shall be the first to be laid off, and the last full-time Community

B. As of May 1, 2024, the Township has budgeted for twenty-four (24) full-time Community Service Officer Positions. The Township intends to maintain this level of full-time Employees throughout the term of this Agreement subject to budget constraints.

Section 4

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

Section 5

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

Section 6

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

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

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

Section 7

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

ARTICLE XXXVII
COMPLETENESS OF AGREEMENT

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

ARTICLE XXXIX
APPROVAL AND SIGNATURES

IN WITNESS WHEREOF, the parties have, by their duly authorized representatives, set their hands and seals this ____ day of _____, 2024:

TOWNSHIP OF TOMS RIVER

By: 

DANIEL RODRICK, MAYOR

Attest: 

INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS LOCAL #4846

By: 

DOMINICK J. ROTONDO, PRESIDENT
IAFF LOCAL 4846

Attest: 

APPENDIX A
BEREAVEMENT LEAVE POLICY

L DOR

APPENDIX B

DEFENSE AND INDEMNIFICATION POLICY

B *DM*

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

§ 94-4. Conditions precluding defense or indemnification.

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

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

§ 94-5. Township options in providing defense.

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

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

§ 94-6. Effect on statutory provisions.

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

A handwritten signature in black ink, followed by the initials "DOR" in a similar style.

TOWNSHIP OF TOMS RIVER RULES AND REGULATIONS / POLICIES AND PROCEDURES

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

• Official Holidays:

Scope:


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

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

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

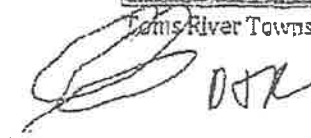
If an official holiday falls during an employee's vacation leave or sick leave, the holiday will not be charged against the vacation or sick leave. If the above holiday falls on a Saturday, then the above holiday will be recognized on the Friday immediately before the holiday.

gl

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

• Military Leave:

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



Uniform Specifications

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

 B DTR

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

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

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

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

Flashlight: 3" Streamlight Slinger XT (or equivalent) rechargeable flashlight, with AC/DC power cords, 15,000 candlepower beam, 1,000 recharge capacity battery, aluminum housing, tail-end switch, UL listed.

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

Patch: New Jersey State EMT patches with shaded background.

Patch: New Jersey State Paramedic patches with shaded background.

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

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

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

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

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

Q DSR

People	Step	2024		2025		2%		2026		2%		2027		2%	
		Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual
8	1	30	62,400.00	30	62,400.00	30	62,400.00	30	62,400.00	30.6	63,648.00	30.6	63,648.00	30.6	63,648.00
	2	30	62,400.00	30.5	63,440.00	30.5	63,440.00	30.5	63,440.00	31.11	64,708.80	31.11	64,708.80	31.11	64,708.80
	3	30	62,400.00	30.5	63,440.00	30.5	63,440.00	30.5	63,440.00	31.62	65,769.60	31.62	65,769.60	31.62	65,769.60
	3 4 (Old 2 & 3)	30.5	63,440.00	31.11	64,708.00	31.11	64,708.00	31.11	64,708.00	32.37	67,322.20	32.37	67,322.20	32.37	67,322.20
	3 5 (Old 5)	31	64,480.00	31.62	65,769.00	31.62	65,769.00	31.62	65,769.00	32.9	68,426.07	32.9	68,426.07	32.9	68,426.07
	6	31.5	65,520.00	32.13	66,830.40	32.13	66,830.40	32.13	66,830.40	33.43	69,530.35	33.43	69,530.35	33.43	69,530.35
	7	32	66,560.00	32.64	67,891.20	32.64	67,891.20	32.64	67,891.20	33.96	70,634.00	33.96	70,634.00	33.96	70,634.00
	8	32.5	67,600.00	33.15	68,952.00	33.15	68,952.00	33.15	68,952.00	34.49	71,737.66	34.49	71,737.66	34.49	71,737.66
	9	33	68,640.00	33.66	70,012.80	33.66	70,012.80	33.66	70,012.80	35.02	72,841.32	35.02	72,841.32	35.02	72,841.32
	10	33.5	69,680.00	34.17	71,073.60	34.17	71,073.60	34.17	71,073.60	35.55	73,944.97	35.55	73,944.97	35.55	73,944.97
	11	34	70,720.00	34.68	72,134.40	34.68	72,134.40	34.68	72,134.40	36.08	75,048.63	36.08	75,048.63	36.08	75,048.63
	12	34.5	71,760.00	35.19	73,195.20	35.19	73,195.20	35.19	73,195.20	36.61	76,152.29	36.61	76,152.29	36.61	76,152.29
	13	35	72,800.00	35.7	74,256.00	35.7	74,256.00	35.7	74,256.00	37.14	77,255.94	37.14	77,255.94	37.14	77,255.94
	14	35.5	73,840.00	36.21	75,316.80	36.21	75,316.80	36.21	75,316.80	37.67	78,359.60	37.67	78,359.60	37.67	78,359.60
	15	36	74,880.00	36.72	76,377.60	36.72	76,377.60	36.72	76,377.60	38.2	79,463.26	38.2	79,463.26	38.2	79,463.26
	16	36.5	75,920.00	37.23	77,438.40	37.23	77,438.40	37.23	77,438.40	38.73	80,566.91	38.73	80,566.91	38.73	80,566.91
	9 (Top Start) 17	38.75	80,600.00	39.5	82,160.00	39.5	82,160.00	39.5	82,160.00	41.1	85,488.00	41.1	85,488.00	41.1	85,488.00

* 2% is an estimate and the stated salary is the salary.

SINGLE COVERAGE

Salary Range	Year 1	Year 2	Year 3	Year 4
less than 20,000	1.13%	2.25%	3.38%	4.50%
20,000-24,999.99	1.38%	2.75%	4.13%	5.50%
25,000-29,999.99	1.83%	3.75%	5.63%	7.50%
30,000-34,999.99	2.50%	5.00%	7.50%	10.00%
35,000-39,999.99	2.75%	5.50%	8.25%	11.00%
40,000-44,999.99	3.00%	6.00%	9.00%	12.00%
45,000-49,999.99	3.50%	7.00%	10.50%	14.00%
50,000-54,999.99	5.00%	10.00%	15.00%	20.00%
55,000-59,999.99	5.75%	11.50%	17.25%	23.00%
60,000-64,999.99	6.75%	13.50%	20.25%	27.00%
65,000-69,999.99	7.25%	14.50%	21.75%	29.00%
70,000-74,999.99	8.00%	16.00%	24.00%	32.00%
75,000-79,999.99	8.25%	16.50%	24.75%	33.00%
80,000-94,999.99	8.50%	17.00%	25.50%	34.00%
95,000 and over	8.75%	17.50%	26.25%	35.00%

POR

MEMBER/SPOUSE/PARTNER OR PARENT/CHILDREN COVERAGE

Salary Range	Year 1	Year 2	Year 3	Year 4
less than 25,000	0.55%	1.75%	2.55%	3.50%
25,000-29,999.99	1.13%	2.25%	3.35%	4.50%
30,000-34,999.99	1.50%	3.00%	4.50%	6.00%
35,000-39,999.99	1.75%	3.50%	5.25%	7.00%
40,000-44,999.99	2.00%	4.00%	6.00%	8.00%
45,000-49,999.99	2.50%	5.00%	7.50%	10.00%
50,000-54,999.99	3.75%	7.50%	11.25%	15.00%
55,000-59,999.99	4.25%	8.50%	12.75%	17.00%
60,000-64,999.99	5.25%	10.50%	15.75%	21.00%
65,000-69,999.99	5.75%	11.50%	17.25%	23.00%
70,000-74,999.99	6.50%	13.00%	19.50%	25.00%
75,000-79,999.99	6.75%	13.50%	20.25%	27.00%
80,000-84,999.99	7.00%	14.00%	21.00%	28.00%
85,000-99,999.99	7.50%	15.00%	22.50%	30.00%
100,000 and over	8.75%	17.50%	26.25%	35.00%



DSTR