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ORIGINAL

AGREEMENT

BETWEEN

TOWNSHIP OF OCEAN

AND

OCEAN TOWNSHIP
TELECOMMUNICATORS

JANUARY 1ST 2006 THRU DECEMBER 31ST 2008

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PREAMBLE

THIS AGREEMENT made this 1st day of January 2006, by and between the **TOWNSHIP OF OCEAN**, a corporate body politic, in the County of Ocean, State of new Jersey (hereinafter referred to as "Employer") and the **OCEAN TOWNSHIP TELECOMMUNICATORS** (hereinafter referred to as the "Employee") as the bargaining agent on behalf of the members of the Ocean Township Telecommunicators, Township of Ocean, County of Ocean, State of New Jersey (hereinafter referred to as ("Employee"))

WITNESSETH:

WHEREAS, it is the intent and the purpose of the parties hereto to promote and improve the harmonious and economic relations between the Employer and its Employees and to establish a basic understanding relative to rates of pay, hours of work and other conditions of employment consistent with the law.

NOW, THEREFORE, in consideration of this and mutual covenants herein contained, the parties hereunto agree with each other and with respect to the Employees and the Employer recognize as being the bargaining representative by the Ocean Township Telecommunicators hereby agree as follows.

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ARTICLE I

RECOGNITION

1. The direction and control of the Ocean Township Telecommunicators are governed by the Rules and Regulations of the Ocean Township Police Department, therefore, they are considered civilian Employees of the Ocean Township Police Department.
2. The Employer hereby recognizes the Ocean Township Telecommunicators as the sole exclusive representative of all Employees in a negotiation of the Contract Agreement for the purposes of collective negotiations and all other activities and processes relative thereto, as per the Certification of Representative issued by the New Jersey Public Employment Relations Commission dated December 22, 1997.
3. The bargaining unit shall consist of all regular full-time "Telecommunicators" of the Ocean Township Police Department now employed and hereafter employed.
4. This Agreement shall govern all wages, hours and other conditions of employment set forth herein.
5. This Agreement shall be binding upon the parties hereto.

Unless otherwise indicated by the contents of this contract, the title "Employee" shall be defined to include all bargaining unit members, the plural as well as the singular and to include males as well as females.

ARTICLE II

COLLECTIVE BARGAINING PROCEDURE

1. Collective bargaining with respect to rates of pay, hours of work or other conditions of employment shall be conducted by a duly authorized bargaining agent of each of the parties to this Agreement. Unless otherwise designated, the Mayor of the Employer, or his/her designee, and members of the Committee as designated by the Township Committee of the Township of Ocean, may conduct negotiations with full time Telecommunicators together with members of negotiating agents for all parties. The Telecommunicators shall notify the Township at least thirty day (30) prior to the first negotiation session if they intend to hire a professional negotiator to assist them.
2. Collective bargaining meetings shall be held at times and places mutually convenient at the request of either party.

Employees of the Employer who may be designated by the full time Telecommunicators to participate at collective bargaining meetings called for the purposes of the negotiation of collective bargaining will be excused from their work assignment to attend such collective bargaining meetings. The Employer is not responsible for the employee's salaries while attending such meetings.

ARTICLE III

DISCRIMINATION

1. The Employer and the Telecommunicators agree that there should be no discrimination against any Employee because of race, creed, color, religion, sex, national origin, or political affiliation.
2. The Employer and the Telecommunicators agree that all Employee's covered by this Agreement shall have the right without fear of penalty or reprisal to form, join and assist any Employee organization or to refrain from any such activity. There shall be no discrimination by the Employer or the Telecommunicators against any Employee because of the Employee's membership or non-membership or activity or non-activity in the organization.

ARTICLE IV

LEAVES

1. Sick leave shall be defined as an absence of an Employee from post or duty because of illness, accident or exposure to contagious disease.
2. All full time Employees covered by this Agreement shall be granted sick leave with pay pursuant to the following schedule.
 - A. Sick Leave shall be earned at the rate of eight (8) hours per month during the first year of employment. Upon the Employee's anniversary date and every year thereafter, sick leave shall be earned at a rate of one hundred twenty (120) hours per year.
 - B. Each year an Employee may receive payment for up to eighty (80) hours, at one hundred (100%) percent of their value, for any unused sick hours in excess of six hundred forty (640) hours. Payment shall be made during the first period in January of the following year.
 - C. Upon retirement or separation from the Department any Employee shall be reimbursed for one-half ($\frac{1}{2}$) of his/her unused sick hours, not to exceed six hundred eighty (680) hours pay.
 - D. As an incentive, unused sick leave earned by the employee shall accumulate year after year. In addition, for each calendar year an employee who uses forty (40) sick hours or less, the Employee will be awarded an additional eight (8) sick hours.
3. Members of the Department who are unable to report for duty are to notify the Department by telephone at the earliest possible time upon becoming ill or injured. If unable to report, a relative or other responsible person shall notify the Department with all pertinent facts.
4. When an absence due to an illness does not exceed three (3) consecutive days, except for good cause shown, the attending physician will accept the employee's statement of the cause without a supporting statement. Any absence due to illness or disability in excess of three (3) consecutive days may require, at the discretion of the Chief or designee, a written statement from the attending physician. The Employer also reserves the right to require the Employee(s) to be examined by the Employer's physician, at the Employer's expense and certified as fit for duty before returning to work.

5. In a situation of less than three (3) consecutive days absence, where the Employer has reason to believe that potential abuse exists, the Employer may have the Employee examined by the Employer's physician at no expense to the employee.
6. Abuse of sick leave shall call for disciplinary action.
7. Any Employee certified as absent on account of a disability or accident not caused in the usual course of his employment and has used all of his/her accumulated sick leave and is certified by a physician to be temporarily disabled shall have the benefits of New Jersey State Disability Insurance.
8. Each Employee shall receive three (3) consecutive working days off with full pay, in the event of sickness for the purpose of caring for his/her family living in the Employee's household. These three (3) days shall be deducted from any sick leave set forth in Section 2 of the article. Immediate family in this article shall be defined as Spouse, Children, Grandchildren, Foster Child, Legal Ward, Mother, Father, Mother-in-law, and Father-in-law.
9. Sick leave may also be used by the Employee's who are unable to work because of care for a reasonable period of time, of a seriously ill member of the Employee's immediate family as defined by the Family Medical Leave Act.
10. The township shall grant maternity leave without pay to any member upon request subject to the following stipulations and limitations, and/or applicable statutes, rules and regulations governing this leave.
 - A. Maternity leave shall commence and terminate on the date requested by the member and shall last for up to twelve (12) weeks.
 - B. Any member granted maternity leave without pay according to the provisions of this Section may, at her discretion, elect to use all or any part of her accumulated sick leave during the period of such absence and receive full pay and benefits for the same.
 - C. Any member granted maternity leave shall, at her request, be restored to the exact same category, vacated at the commencement of said leave. After twelve (12) weeks maternity leave, if the employee does not return to regular employment, the job will be posted for replacement. Additional medical leave may be granted pursuant to Paragraph 13.
 - D. No member shall be required to leave work because of pregnancy at any specific time prior to expected childbirth nor be prevented from returning to work after childbirth solely on the grounds that there has not been a time lapse of specific duration between childbirth and the desired date of return, unless in the opinion of the Township physician she is physically unable to perform her duties.

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- E. The Township shall not remove any members from her duties during pregnancy unless the member cannot produce a certificate from her physician that she is medically able to continue her duties.
 - F. The Township shall not discriminate against any person in violation of NJSA 10:5-1 et seq, the Law Against Discrimination, nor in violation of the Constitutions of the State of New Jersey and of the United States.
11. Any member who does not elect to take a maternity leave may continue to perform her duties as long as physically able to do so and will be entitled to return to her duties when her physician certifies that she is physically able to do so. The period of such absence will be deemed the same as for any other physical disability and she will be entitled to her annual and accumulated sick leave with pay during the period of absence.
 12. The Township for good and sufficient reason may grant a leave of absence without pay for a period not to exceed one year from the date of application and approval. All decisions regarding leaves are to be made by the Township Committee in its discretion.
 - A. The Township reserves the right to extend this period of time only after the Employee submits to the Township sufficient reason for an extension after the Employee has appeared before the Township to request the extension in person.
 13. An Employee called for jury duty will be excused from work for the period actually in attendance in court and he/she will be paid the difference between the jury duty fees received and his/her regular daily compensation.
 14. Each Employee shall be granted ten (10) working days leave with pay upon the death of spouse or children.
 15. Each Employee shall be granted five (5) working days with pay upon the death of a member of his/her immediate family. Said days will not be charged against sick leave, personal days, or vacation time. Immediate family shall include Mother, Father, Sister, Brother, Mother-in-law, Father-in-law, Grandparents of either spouse, and any member of the household.
 16. Each Employee shall be granted one (1) days leave with pay upon the death of any Aunt, Uncle, Niece, Nephew, Son-in-law, Daughter-in-law, Sister-in-law, Brother-in-law, and Great Grandparents.

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ARTICLE V

MANAGEMENT RIGHTS

1. The Employer hereby retains and reserves unto itself, without limitation, all powers, rights, duties, and responsibilities conferred upon it and vested in it prior to the signing of the 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. Executive, management and administrative control of the Township government and its properties, facilities and activities of its Employees.
 - B. To make rules of procedure and conduct, and to be in sole charge of the quality and quantity of the work required.
 - C. The right of management to make such reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety and/or effective operation of the department after advance notice thereof to the Employees is recognized.
 - D. To hire all Employees to promote, transfer, assign or retain Employees in positions within the township.
 - E. To suspend, demote, discharge or take any other appropriate disciplinary action against any Employee for good and proper cause according to law.
2. In the exercise of the foregoing powers, rights authority, duties and responsibilities of the Township, the adoption of policies, rules & regulations, codes of conduct and practices and the furtherance thereof and the use of judgement and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent that such specific and express terms hereof are in conformance with the Constitution and Laws of the State of New Jersey and of the United States.
3. Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities and authority under N.J.S.A. 40A:1-1 et seq., or any other national, state, county or local laws or regulations.

Anything to the contrary notwithstanding, there shall be no modification affecting mandatory negotiable terms and conditions of employment without negotiations.

ARTICLE VI

HOURS OF WORK AND OVERTIME

1. It is agreed that the standard weekly work schedule, based on 2080 yearly work hours, for Employees covered by this Agreement requires continuous service throughout the seven (7) day work week (Monday through Sunday). Employees shall work in accordance with schedules posted on a monthly basis by the Chief of Police or his designee.
2. The Chief of Police or his designee shall establish the tours of duty, not to exceed eight (8) hours in a day for the Police Clerk and twelve (12) hours in a day for Telecommunicators.
3. Overtime shall commence after eight (8) hours worked in any day for the Police Clerk and twelve (12) hours worked in any day for Telecommunicators. Overtime shall be paid to all Employees at an hourly rate of time and one-half (1 ½). The hourly rate for Employees is to be determined by the hourly salary of all employees for the purposes of overtime.
4. Overtime shall be kept to a minimum if possible and must be authorized by the Chief of Police or his designee, except that in an emergency situation, as defined by 3:14.1 of the Ocean Township Police Department in existence at the time of the execution of the Agreement. If such has been approved, the Employee shall submit a completed form to be provided by the Chief of Police or his designee for purposes of obtaining overtime compensation.
5. Employees shall be paid for overtime in the pay period which the overtime occurs.
6. If an Employee has been called into work, other than his/her regular scheduled shifts, they will be compensated with a minimum of two (2) hours of overtime pay. This is to be a rate of time and one-half (1 ½) whether he/she works for two (2) hours or a portion thereof. The Employee will only have to stay for the completion of the assignment he/she was called in for. Overtime is to be with the approval of the Chief of Police or his designee.
7. If the Employee has worked his/her eight (8) hours for the Police Clerk or twelve (12) hours for Telecommunicators and his/her duties require any additional time, they will be compensated by rounding to the nearest one-half (½) hour. Compensation will be at the overtime rate and the Employee will only be required to stay until the completion of the duties that necessitated the overtime. Overtime is to be with the approval of the Chief of Police or his designee.

8. **Flex Time:**

A. Shall not be applied to nor included with an employee's accrued compensatory time base and shall be recorded and maintained in a separate account.

B. Employee's must use their allotment of flex hours within the calendar year they are earned or such time will be forfeited.

C. An employee's annual allotment shall be credited to his/her account and available for immediate use as of January 1st of each calendar year. Flex time will be prorated should the individual leave before the end of the year.

D. All flex time requests must be in writing and must be approved prior to use by the Chief of Police or his designee. It is agreed that any use of flex time will not cause an overtime situation.

ARTICLE VII

VACATIONS

1. Each Employee who has had the length of continuous employment specified in the table following shall be entitled to vacation with pay at his/her regular rate of pay.
2. The Employee shall submit vacation requests in writing to the Chief of Police or his designee. Such requests shall be submitted, if possible, three (3) months prior to the vacation period.
3. If two (2) or more Employees request two (2) vacation periods, seniority shall govern the requests. If a request is submitted in writing thirty-days (30) or more prior to the vacation period, the senior dispatcher will have ten (10) days to override the request.
4. All disapproval of a vacation must be justified by a written reply from the Chief of Police or his designee.
5. An Employee who has resigned or has otherwise separated from employment shall be entitled to the vacation allowance prorated on the basis of the number of months worked in a calendar year in which the separation becomes effective.
6. If an Employee leaves the employ of the Employer for any reason, before the calendar year after having taken a vacation allowance for the year, he or she will be charged with the unearned part of his or her vacation which will be deducted from his or her final paycheck.
7. The Employees shall be permitted to carry over into the next calendar year forty (40) hours of vacation. However, if by the fault of the Township and Employee is not permitted to use all other vacation hours in a given year, he/she shall be permitted to carry over those hours. The Employee must use those carry-over hours within the first three (3) months of the year.

Employees shall receive vacation in accordance with the following schedule:

VACATION SCHEDULE

FIRST INCREMENT	Eight (8) hours for each and every Month an Employee has been Employed in a full-time capacity, Not to exceed eighty (80) hours a year.
SECOND INCREMENT	Eighty (80) hours
THIRD INCREMENT	Eighty Eight (88) hours
FOURTH INCREMENT	Ninety Six (96) hours
FIFTH INCREMENT	One Hundred Twenty Eight (128) hours
SIXTH INCREMENT	One Hundred Twenty Eight (128) hours
SEVENTH INCREMENT	One Hundred Thirty Six (136) hours
EIGHTH INCREMENT	One Hundred Forty Four (144) hours
NINTH INCREMENT	One Hundred Fifty Two (152) hours
TENTH TO FIFTEENTH INCREMENT	One Hundred Sixty Eight (168) hours
SIXTEENTH TO NINETEENTH INCREMENT	One Hundred Eighty Four (184) hours
TWENTIETH INCREMENT AND OVER	Two Hundred Eight (208) hours

ARTICLE VIII

HOLIDAYS

1. The following shall be paid Holidays :

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Washington's Birthday	Veteran's Day
Good Friday	Thanksgiving
Easter	Day after Thanksgiving
Memorial Day	Christmas
Independence Day	Day before Christmas
Floating Holiday	

2. Fifteen (15) holidays shall be recognized under this Agreement and are to be paid at the regular hourly rate calculated by taking the annual base salary, plus longevity, divided by 2,080 hours.
3. Payment for the one-half ($\frac{1}{2}$) of the recognized holidays shall be made on the first (1st) payday of July; and one-half ($\frac{1}{2}$) of the recognized holidays to be paid on the first (1st) pay day of November.
4. It is understood and agreed that in the event any Employee is terminated prior to the completion of any calendar year, he/she shall receive a pro rated share of the holiday pay based upon the number of months he/she was on the Employer's payroll.
5. Police Clerk will receive, in addition to the above listed holidays, the day after Christmas.

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ARTICLE IX

INSURANCE

1. The Employer shall continue to provide medical and insurance enrollment, which is equal to or exceeds the present coverage, for all Employees and the Employee's family covered by this agreement for programs in existence as of January 1, 1987.
2. The Employer will provide at no cost to the Employee life Insurance in the amount of ten thousand dollars (\$ 10,000.00) to be paid to the Employee's beneficiary at the time of death, as long as the Employee is in the employ of the Employer at such time.
3. The Employer will provide all necessary legal aid, false arrest and liability insurance to all personnel covered by this Agreement in the performance of their duties. In the event of legal aid, Employee's legal coverage shall be set forth in N.J.S.A. 40A:14-155.
4. The Employer shall have the option of checking other plans. The Employer may institute another plan as long as it provides for at least the same or superior coverage and is accepted nationwide. Any changes to be made shall be brought before the Telecommunicators prior to making change.
5. Coverage under this Article is subject to the deductible mandated by the insurance carrier.
6. The Employer shall continue to provide pharmaceutical benefits equal to or exceeding the present benefits, for the Employee and his/her family upon retirement and/or disability until Government Sponsored Public Medical Assistance Program covers them provided the Employee purchases the benefit at the group rate. At the time that the program covers the Employee or his/her spouse, the Employee or his/her spouse has the option to purchase the benefit through the Township at the group rate, as long as the spouse's employment or future employment does not offer such coverage.
7. The Employer will provide an optical plan, dental and orthodontic plan for the Employee and his/her family.
8. The Employer shall continue to provide medical benefits to all retired and/or disabled Employees' after twenty five (25) years of service, equal to their coverage at the time of retirement and or/disability until covered by Government Sponsored Assistance Program.

ARTICLE X

TUITION REIMBURSEMENT

The Employer will pay, in full, the tuition for successfully completed training, certification or re-certification courses that are approved in advance by the Employer. The course must be directly related to the Employee's position and required for continued employment as a Telecommunicator or Police Clerk. The course must have prior approval by the Employer. Successful completion means that the Employee received a passing grade by the institution.

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ARTICLE XI

CLOTHING ALLOWANCE

1. For purposes of the Agreement, "uniforms and equipment" shall mean clothing and equipment prescribed by the Chief of Police and the Township Committee.
2. The Township will establish an account each year with the uniform supply company specified by the Telecommunicators in the amount of five hundred dollars (\$500.00) for all full time Telecommunicators, two hundred fifty dollars (\$250.00) for all part time Telecommunicators and two hundred fifty dollars (\$250.00) for the Police Clerk, for the purchase and maintenance of uniforms and equipment. All monies left in the account at the end of the year will be transferred over to the next year's clothing account and divided equally among the Employees covered by this contract at that time to be used in next year's clothing allowance. The balance left in the account at the end of the year that is transferred and divided equally among the Employees covered by this contract will be in addition to the yearly uniform and equipment allowance.

ARTICLE XII

LONGEVITY

1. Each Employee shall be paid, in addition to his current annual wage, longevity increment which shall be figured in and computed in as the Employee's base salary based upon his years of employment with the Ocean Township Police Department in accordance with the following schedule:

Upon completion of four (4) years of service	Three percent (3%)
Upon completion of nine (9) years of service	Four percent (4%)
Upon completion of twelve (12) years of service	Five percent (5%)
Upon completion of fourteen (14) years of service	Six percent (6%)
Upon completion of nineteen (19) years of service	Eight percent (8%)
Upon completion of twenty-two (22) years of service	Ten Percent (10%)

2. Longevity will be included in an Employee's paycheck on a bi-weekly basis and computed as regular salary in regards to overtime and other benefits.

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ARTICLE XIII

SALARIES

A. Increments

That for the purpose of this contract, any reference to the term "Increments" shall be defined as follows:

1. Starting Increment: Shall begin on the date that the Employee is hired to the first year anniversary.
2. First Increment: Shall begin on the first anniversary date that the Employee was hired. All other increments are based on subsequent anniversary dates. 2nd anniversary = 2nd increment, 3rd anniversary = 3rd increment, etc.)

SALARY	January 1, 2006	January 1, 2007	January 1, 2008
Starting	24,628.00	25,613.00	26,638.00
First	25,727.00	26,756.00	27,826.00
Second	26,240.00	27,290.00	28,382.00
Third	26,586.00	27,650.00	28,756.00
Fourth	27,449.00	28,547.00	29,689.00
Fifth	27,986.00	29,106.00	30,270.00
Sixth	29,602.00	30,786.00	32,017.00
Seventh	32,179.00	33,466.00	34,804.00

- A. Matron Stipend : All certified matrons will receive an annual stipend of two hundred dollars (\$200.00), payable in the first pay in July of each calendar year.
- B. Police Clerk : Will receive an additional 6.5 % above his/her pay increment.
- C. Telecommunicator Supervisor : Will receive an additional 10 % above his/her pay for increments one through five (1-5) and 5% above his/her pay for increments six (6) and above.
- D. Shift Differential : Employee's working between the hours of 12:00 a.m. - 8:00 a.m. will receive an extra fifty (50) cents per hour.
- E. Training Differential : Employee's assigned to train another Telecommunicator will receive an additional one dollar (\$1.00) above their regular hourly rate of pay for each hour assigned to training.

ARTICLE XIV

WORKING CONDITIONS

The following policies for working conditions shall be established:

1. The Ocean Township Telecommunicators shall always be controlled by the Office of the Chief of Police and governed by the Rules and Regulations of the Ocean Township Police Department.
2. The Employer shall provide a police vehicle to all Employees attending police related functions outside the Township of Ocean.
3. The Employer shall provide shots for Hepatitis B, unless refused by the Employee, at no cost, as per O.S.H.A. suggestions. Employee must sign paperwork releasing Municipality.
4. The Employer shall grant twenty four (24) personal hours. The employee is to notify the Chief or his designee, whenever possible, five (5) calendar days prior to the requested day off. If the request is approved stipulations cannot be placed on it.

All newly employed Telecommunicators will attend and receive certifications in Basic Dispatcher, Emergency Medical Dispatch, and CPR within twenty four (24) months of being hired.

ARTICLE XV

SEPARABILITY AND SAVINGS

If any provisions of this Agreement or any application of this Agreement to any Employee or group of Employees is held to be contrary to law, then such provision or application shall not be deemed valid, except to the extent permitted by law, and that all provisions and applications of this Agreement shall continue in full force and effect for the duration of this Agreement. Additionally, the parties shall renegotiate concerning any such invalidated provision. The provisions of this Agreement shall be subject to and subordinate to and shall not annul or modify existing provisions of State and local laws.

ARTICLE XVI

GRIEVANCE PROCEDURE

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

Nothing contained herein shall be construed as limiting the right of the Employee having a grievance to discuss the matter informally with an inappropriate member of the Department, and having adjusted without the intervention of legal counsel.

2. A grievance is defined as any controversy arising over the interpretation, application or violation of any provision of this Agreement, and may be used by an individual, or group of individuals, or the Employer.
3. 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 institute action under this provision, in writing hereof, within thirty (30) calendar days of the occurrence of the grievance and an earnest effort shall be made to settle the differences between the aggrieved Employee and the Chief, for the purpose of resolving the matter informally. Failure to act within the said thirty (30) calendar days shall be deemed to constitute an abandonment of the grievance.
2. The Chief of Police or designee shall render a decision, in writing, within ten (10) calendar days, after the grievance is first presented to him.

Step Two:

1. If the grievance is not resolved through Step One, or if no answer has been received by the Employee within this time, the grievance shall be presented to the Township Committee or its designated representative within ten (10) calendar days from the date that the Chief or designee renders or should have rendered a decision. Said request for a Step Two hearing shall be filed with the Clerk of the Township. The Township Committee, or its designated representative, shall present a decision, in writing, within twenty one (21) calendar days after receipt of the written grievance.

Step Three:

1. If the grievant is not satisfied with the decision rendered in Steps One and Two, he may submit his grievance to an arbitrator for final and binding resolution of the grievance. The request for such arbitration must be made within thirty (30) calendar days after the determination should be made in Step Two. The arbitrator shall be made selected pursuant to the rules of the Public Employment Relations Commission. This shall constitute the exclusive remedies for the parties notwithstanding provisions of Title 40A or any other provisions of law, which may pertain to the resolution of disputes involving Dispatchers.
2. The arbitrator shall be bound by the provisions of the Agreement and will restrict his opinion to the application of facts presented to him involved in the grievance. The arbitrator shall in no way have any authority to add to, modify, detract from or alter the provisions of this Agreement or any amendment or supplement thereto.
3. The costs for the services of arbitration shall be borne equally between the Employer and the Employees. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the party incurring same. The decision rendered by the arbitrator shall be final and binding, consistent with applicable law, and the agreement must be in writing with appropriate rationale for such.
4. The arbitrator shall only be permitted to hear one (1) grievance on only one (1) issue per arbitration. No multiple grievance arbitrations will be permitted unless by written consent of the Employer and the Employees prior to the commencement of the arbitration.
5. Either the Employer or the Employee may waive any Steps of the grievance procedure, but said waiver can only be done in writing and with consent of the other party in question.

The time limits set forth herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, the grievance shall be deemed to have been waived. If any grievance is not processed to the next succeeding Step in the grievance procedure within the time limits prescribed, then the disposition of the grievance at the prior Step shall be deemed conclusive and shall not be appeal able. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits provided for processing the grievance at any Step in the grievance procedure.

ARTICLE XVII

TERM OF AGREEMENT

This Agreement shall be in full force as effective as of January 1st 2006 through December 31st 2008. This Agreement contains the entire understanding of the parties and for all purposes shall be deemed the full and final statement of all bargainable issues which were or could have been within the contemplation of both parties to this Agreement. All the provisions of this Agreement continue in full force and effect beyond the stated expiration date set forth herein until the successor agreement has been executed and becomes effective between the parties.

IN WITNESS WHEREOF, the parties have hereunto caused this to be signed and attested by the corporate officers and the corporate seal affixed and have hereunto set their hands and seals on this 28th day of September, 2006

TOWNSHIP OF OCEAN
OCEAN COUNTY

BY: [Signature]
Mayor

OCEAN TOWNSHIP
TELECOMMUNICATORS

BY: B. Copio
Ocean Township Telecommunicator
Representative

ATTEST:

[Signature]
Dorothy R. Horner, Township Clerk

ATTEST:

[Signature]
Ocean Township Telecommunicator
Representative

ATTEST:

Ocean Township Telecommunicator
Representative

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