# **AGREEMENT**

between

TOWNSHIP OF OCEAN

and

TEAMSTERS LOCAL UNION NO. 676

Affiliated with the International Brotherhood of Teamsters

January 1, 2014 — December 31, 2018

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# INTRODUCTION

THIS AGREEMENT made by and between TOWNSHIP OF OCEAN, (hereinafter referred to as the "Employer") and TEAMSTERS LOCAL UNION NO. 676, affiliated with the International Brotherhood of Teamsters, AFL/CIO (hereinafter referred to as the "Union").

#### **ARTICLE 1- RECOGNITION**

The Employer recognizes and acknowledges that Teamsters Local Union No. 676 is the exclusive representative of the employees in the classifications of work covered by this Agreement, for the purposes of collective bargaining, as may be provided by the National Labor Relations Act.

# **ARTICLE 2- OPERATIONS COVERED**

The execution of this Agreement on the part of the Employer shall cover all operations of the Employer which are covered by this Agreement, and shall have application to work performed within the classification defined and set forth in this Agreement or any Supplements hereto.

# **Section 1- CLASSIFICATIONS COVERED**

This Agreement shall cover and govern only full-time dispatchers and Records Clerk.

# **ARTICLE 3- UNION SECURITY**

Section 1 All present full-time employees who are members of the Local Union on the effective date of this subsection or on the date of execution of this Agreement, whichever is later, shall remain members of the Local Union, in good standing, as a condition of employment. All present full-time employees who are not members of the Local Union and all full-time employees who are hired hereafter shall become and remain members, in good standing, as a condition of employment on and after completion of the probationary period or on and after the probationary period following the effective date of this subsection, whichever is later. This provision shall be made and become effective as of such time as it may be made and become effective under the provisions of the National Labor Relations Act. Notwithstanding the Certification of Representative filed with PERC or any other document, no part-time employee shall be a member of the bargaining unit. The Employer agrees that there shall be a minimum of five (5) full time dispatch positions filled and the Employer shall never try to reduce this number by hiring part-time employees. The minimum of five (5) full-time dispatchers shall not be required if the Employer enters into a shared services or other agreement to have an entity other than the Township of Ocean provide dispatching services.

**Section 2** The failure of any person to become a member of the Union at the required time shall obligate the Employer, upon written notice from the Union to such effect and to the further effect that Union membership was available to such person on the same terms and conditions generally available to other members, to formally discharge such person. Further, the failure of any person to maintain his/her membership, in good standing, as required herein shall, upon written notice to the Employer by the Union to such effect, obligate the Employer to discharge such person. The Employer shall immediately upon employment notify the Shop Steward or the Union if there is no Shop Steward, in writing, of any person who under this Agreement is required to be a member of the Union. Upon

notice from the Union that an employee who has been employed for the duration of the probationary period and has failed to tender period dues and initiation fees uniformly required as a condition of acquiring and retaining membership, the Employer agrees to discharge such employee upon notice from the Union to the Employer. The Employer may not discharge or discipline for the purpose of evading this Agreement or discriminating against Union members.

**Section 3** In the event of any change in the law during the term of this Agreement, the Employer agrees that the Union will be entitled to receive the maximum union security which may be lawfully permissible.

**Section 4** No provisions of this Article shall apply in any State to the extent that it may be prohibited by State law. If under applicable State law additional requirements must be made before any such provision may become effective such additional requirements shall first be met.

#### **ARTICLE 4- HIRING NEW EMPLOYEES**

**Section 1** The Employer shall notify the Union when any new employees are to be hired. The Union shall have the right to send applicants for the job or jobs, and the Employer agrees to interview such applicants, and give the same interview considerations to Union sent applicants as is given to applicants from other sources. This provision shall not be deemed to require the Employer to hire Union applicants or to preclude the Employer from hiring employees from other sources.

**Section 2** During the probationary period of ninety (90) days, the employee may be discharged without further recourse, provided that the Employer may not discharge or discipline for the purpose of evading this Agreement, or discrimination against Union members.

**Section 3** After the probationary period, the employee shall be placed on the regular seniority list, and his/her seniority date shall revert back to his/her first day of hire. In case of discharge within the probationary period, the Employer shall notify the Union, in writing. After completion of the probationary period, an employee shall gain seniority status and his/her seniority date on the seniority list shall revert back to the first day of the probationary period.

# **ARTICLE 5- WORK PERFORMED BY COVERED EMPLOYEES ONLY**

All work performed in any classification covered by this Agreement shall be performed solely by employees covered under this Agreement. No work under any classification covered by this Agreement shall be performed by either the Employer or the Employer's representatives. Notwithstanding any provision in this Article or in this Contract, the Employer specifically reserves the right and is authorized to hire part-time or per diem employees to perform work as needed. Further, nothing in this Article or this Agreement shall prevent the Employer from entering into an inter-local or shared services agreement with other municipalities, the county or other governmental agency for the dispatching services.

## **ARTICLE 6- SHOP STEWARDS**

# Section 1 Appointment and Duties

The Employer recognizes the right of the Union to designate Shop Stewards and Alternates from the Employer's seniority list. The authority of Shop Stewards and Alternates so designated by the Union shall be limited to and shall not exceed the following duties and activities:

- The investigation and presentation of grievances to the Employer or the Employer's designated representative, in accordance with the provisions of the Collective Bargaining Agreement.
- 2. The transmission of such messages and information which shall originate

with and are authorized by the Local Union or its' Officers, provided such messages and information have;

- a. been reduced to writing;
- b. are of a routine nature, and;
- c. do not involve work stoppages, slow downs, or any other interference with the Employer's business.

# **Section 2 Seniority of the Shop Steward**

The Shop Steward shall be granted super seniority for the purpose of layoffs and recall. Under no circumstances shall the Employer discriminate against the Shop Steward because of his/her activities as such.

# Section 3 Orders and Decisions Not to be Made

Shop Stewards and Alternates shall not give orders to employees nor countermand the orders of management. Further, they shall not be the sole judge in determining whether a piece of equipment is unsafe. However, the Business Agent shall have the right to investigate and determine, along with management, disputes regarding unsafe equipment.

# Section 4 Investigation of Grievances by the Shop Steward

Shop Stewards shall be permitted to investigate, present and process grievances on the property of the Employer without loss of time or pay. Such time spent in handling grievances shall be considered working hours in computing daily and/or weekly overtime.

# **Section 5 Pay for Time**

Whenever the Shop Steward is required to attend any grievance hearings attended by representatives of the Employer and the Union, he/she shall be compensated by the Employer for all lost earning opportunities or time lost. When a Business Agent and

Employer agree to a meeting to be attended by the Shop Steward, the Steward shall be compensated by the Employer for all lost earning opportunities or time lost.

# **ARTICLE 7- ABSENCE**

#### **Section 1 Time Off for Union Activities**

The Employer agrees to grant the necessary time off, without discrimination or loss of seniority and without pay, to any employee designated by the Union, in writing, to the Employer to act as an elected Union Officer, Business Agent, Organizer, or to attend a Labor Convention.

#### **Section 2 Sick Leave**

- 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 will be accumulated at a rate of eight (8) hours per month for Employees hired subsequent to January 1, 2009. Such employees may not earn more than eighty (80) hours of sick time during the first year of employment. Employees hired prior to January 1, 2009 sick leave shall be earned at a rate of one hundred twenty (120) hours per year.
  - **b.** Each year any full-time Employee that qualifies may receive payment for up to eighty (80) hours at one hundred (100%) percent of their value for any 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, other than for cause, any full-time Employee shall be reimbursed for one-half (1/2) of his/her unused sick hours not to exceed six hundred eighty (680) hours pay or pay fifteen thousand dollars (\$15,000), whichever is

less.

- **d.** As an incentive, unused sick leave earned by the Employee shall accumulate year after year.
- 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 relevant facts.
- 4. When an absence due to illness does not exceed three (3) consecutive days, except for good cause shown, the Township 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 requires the employee to submit, a written statement to his/her supervisor in the department. The Employer also reserves the right to require the Employee(s) to be examined by a physician on behalf of the Employer, at the Employer's expense and certified as fit to return to duty by the Employer's physician before return 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 up to and including termination.
- 7. Any Employee certified as absent on account of a disability or accident not caused in the usual course of his/her 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 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 the Employee's household. These three (3) days shall be deducted from any sick leave set forth in Section 2 of this article. Immediate family I 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 Employees 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 Leave Act.
- 10. The Township shall grant maternity leave without pay to any member upon request subject to the following stipulations and limitation/ 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.
  - **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.
  - **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 any 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 are physician certifies that she is able to do so. The period of such absence will be deemed the same as for any other physical disability and she will be entitle to her annual and accumulated sick leave with pay during the period of absence.

#### **Section 3 Personal Leave of Absence**

Any employee desiring a leave of absence must submit a written request for the same simultaneously to the police department and to the committee person whose duties encompass dispatchers. No leave of absence may be granted except via written letter from the police department and the committee person in charge of dispatchers. The maximum leave of absence shall be for thirty (30) days, and may be extended for like periods. During the personal leave of absence, the employee shall not engage in gainful employment in any industry. Failure to comply with this provision shall result in complete loss of seniority rights for the employees and may also lead to disciplinary action up to and including termination.

# **Section 4 Personal Days**

January 1<sup>st</sup> of every year each employee will receive twenty-four (24) hours to be used by December 31s<sup>t</sup> of every year. 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 the approval. All personal days shall be granted on a "use it or lose it" basis. This means if an employee does not use their personal days during the calendar year for which they were granted, the remaining days shall not carry over into the subsequent year for any reason.

# **Section 5 Seniority**

Inability to work because of proven illness or injury shall not result in loss of seniority rights, except as a result of criminal activity.

#### **Section 6 Benefits**

The employee shall make suitable arrangements with the Employer for the continuation of Health and Welfare benefits, Life Insurance, and Pension benefits when an employee is on leave of absence.

# ARTICLE 8- TWELVE (12) HOUR SHIFTS AND SENIORITY PRINCIPLE Section 1 Seniority Shall Prevail

All dispatching functions during twelve (12) hour shifts during the 2016 calendar year will be at a time deemed appropriate by the senior administrative official of the police department. However the police department is authorized to switch to eight (8) hour shifts at any time during the term of this agreement upon ninety (90) days advance written notice to the union of the intention to do so. The police department reserves the sole right to establish a.m. and p.m. shift to assign appropriate personnel to said shifts. When preparing any schedule, an employee may request of the police department to be assigned to the a.m. or p.m. shift but has no right to choose which supervisor or employee will work with. If the Employer establishes different starting times for employees in the same job classification during any shift, the senior employees if qualified in the classification, shall have the choice amongst starting times.

For example . . . where the Employer schedules one (1) employee to commence work 7:00 a.m., another at 8:00 a.m., and a third at 9:00 a.m., the senior employee shall have the choice of deciding which of the three (3) starting times he/she wishes to be assigned to.

# **Section 2 Gaining Seniority Status**

After the completion of the probationary period, a full-time employee shall gain seniority status and his/her seniority date shall revert to the hire date of the probationary period.

# **ARTICLE 9- MULTIPLE SENIORITY STANDING**

#### Section 1

No employee shall hold two (2) seniority standings. Any employee on layoff from his/her Employer shall have recall rights up to one (1) year. In the event the employee is working for another Employer during his/her layoff status, he/she may maintain seniority with such other Employer until such time his/her first Employer recall him/her back from layoff status; if the employee refuses to report back to work with the first Employer, then such employee shall lose all seniority rights with the first Employer.

#### **ARTICLE 10- LOSS OF SENIORITY**

#### **Section 1 Grounds**

Seniority shall be broken and names removed from the seniority list for the following reasons:

- 1. Discharge for just cause;
- 2. Voluntary quit;
- 3. Failure to respond to notice of recall;
- 4. Unauthorized leave of absence;
- 5. Substance abuse;

# **Section 2 Illness or Injury**

Any full-time employee who is absent because of illness or injury shall accumulate seniority for the purpose of determining his/her place on the seniority list.

# **ARTICLE 11- SENIORITY PRINCIPLE**

# Section 1 Layoff and Recall

Should it become necessary to lay employees off, the Employer shall resort to strict seniority, which means the last employee hired shall be the first employee laid off. When the Employer recalls laid off employees, the Employer shall recall the employees in reverse order in the manner they were laid off, which means the last employee laid off shall be the first employee to be recalled.

# **Section 2 Notification of Recall**

The Employer when recalling laid off employees for an extended period of employment may notify them by telephone. In the event that immediate recall is necessary, telephone notification is sufficient. In either of the above two (2) events, the Shop Steward shall have the right to verify the telephone notification. If recall is not urgent, the Employer shall send a telegram or registered letter to the employee's last known address (as indicated on the Employer's records) and the employee shall be given seven (7) days to respond to such recall notice. After the employee has notified the Employer that he/she will return to work, the employee shall have one (1) week to adjust any personal matters he/she may have. If the employee fails to report within the one (1) week period, he/she shall lose all seniority rights under the contract.

# **Section 3 Notice of Lay Off**

The Employer agrees to give one (1) weeks' notice, whenever making permanent layoffs, to the Union and the Shop Steward. Notice must be given in writing. Where such required notice is not given, the Employer shall pay the employee one (1) weeks' wages in lieu thereof.

# **ARTICLE 12 MILITARY SERVICE**

In the event that any regular employee is called to active military service in the Armed Forces of the United States, such employee shall not, during the period of such service, lose his/her seniority rights as herein provided. Upon discharge from such service, he/she shall be offered his/her former position, or one of like status, provided he/she:

- a. received a certificate of honorable discharge;
- b. is still qualified to perform the duties of his/her position, and;
- c. applied for reinstatement within thirty (30) days after such discharge.

Employees shall receive a written leave of absence from the Employer when leaving to enter into the military forces. In the event any employee covered by this Agreement, who is a reservist in the Armed Forces of the United States, is required to go away on maneuvers or summer encampment, for a temporary period, the Employer agrees to supplement his/her military pay with an amount sufficient to equal his/her regular forty (40) hour weekly earnings at the straight time rate for his/her job classification.

## **ARTICLE 13 - PROMOTIONS**

In promoting employees to jobs coming within the scope of this Agreement, the Employer shall have the right to select qualified persons, but as between qualified persons, preference shall be given according to seniority. Employees shall have an equal opportunity to qualify for any promotion within the scope of this Agreement. If the Employer, in its opinion, feels the employee is not qualified for such promotion, the employee shall have a trial period of not more than ninety (90) days. Both the Employer and the employee recognize, notwithstanding any language contained in this Article or Agreement that the filling of a position is within the sole discretion of the Employer and shall not be governed strictly by seniority.

# **ARTICLE 14- LEAVING THE BARGAINING UNIT**

Any employee within the scope of this Agreement, who elects to become part of

another unit not covered by this bargaining unit, shall lose all seniority rights after thirty (30) days if the employee elects to stay in the said unit. If the employee decided to return to the bargaining unit at the end of the thirty (30) days, he/she may do so without loss of seniority rights.

# **ARTICLE 15- NEW EQUIPMENT OR OPERATIONS**

## Section 1.

Employer agrees to maintain, add and upgrade equipment where necessary to maintain efficiency. Such equipment will include but is not limited to telephones, radio console, fax, and copy machines.

# **ARTICLE 16- MAINTENANCE OF STANDARDS**

## **Section 1- Protection of Conditions**

- a. The Township of Ocean Telecommunicators shall always be supervised by the Office of the Police Chief and governed by the Rules and Regulations of the Township Police Department.
- b. The Township of Ocean agrees that all conditions of the employment relating to wages, hours of work, overtime differentials, and general working conditions shall be maintained at not less than the highest standards in effect at the time of the signing of this Agreement.
- c. The conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this Agreement. It is agreed that the provisions of this Section shall not apply to inadvertent or bona fide errors made by the Employer or the Union in applying the terms and conditions of this Agreement, if such error is corrected within ninety (90) days from the date of error.
- d. 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 an appropriate hold harmless release to the Township. Notwithstanding

any provision in this Article or this Agreement contrary, the employee must obtain their Hepatitis B shot by one of the following methods:

- I. By going to a doctor approved by the health plan offered by the Employer;
- II. By going to a doctor which is covered under the Employee's spouse or family's medical coverage at which time the Township shall only be responsible for the amount of any co-pay;
- III. By receiving a free shot administered through the Ocean County Board of Health.

Employees must sign an appropriate hold harmless and release agreement releasing the Township for any and all liability.

- e. This provision does not give the Employer the right to impose or continue wages, hours, and working conditions less than those contained in this Agreement.
- f. All newly employed telecommunicators will attend and receive certification of basic telecommunicator.

# **Section 2 - REPORTS OF DEFECTIVE EQUIPMENT**

Employees shall immediately, or at the end of their shift, report all defects in equipment. Such reports shall be made on a suitable form furnished by the Employer and shall be made in multiple copies, one (1) copy to be retained by the employee. The Employer shall not ask or require any employee to take out equipment that has been reported in an unsafe operating condition until same has been approved as being safe by management or the mechanical department. When the occasion arises where an employee gives written report on forms in use by the Employer of a vehicle being in an unsafe working/operating condition, and receives no consideration from the Employer, he/she shall take the matter to the Union. No employee shall be required to pay for loss or damage unless it shall first be proven that such loss or damage was caused entirely by the employee's gross negligence or improper act.

No deduction shall be made from any employee's pay at any time for any loss or damage to equipment. All matters arising under this paragraph shall be first disposed of between the Union and the Employer before any penalty can be imposed.

# **ARTICLE 17- MERGERS, CONSOLIDATIONS AND SHARED SERVICES**

In the event that the Employer absorbs the operations of another agency, or is a party to a merger or a consolidation or shared service, the seniority of the employees absorbed or affected thereby shall be determined by mutual agreement between the Union and the Employer. Only employees of Local Union No. 676 are subject to this seniority consideration. The seniority will be discussed between the Union and the Employer prior to the effective date of any merger, consolidation, or absorption or shared service, except in unusual circumstances: in the absence of an Agreement, such matter shall be submitted as a grievance, but this shall not affect takeovers or buyouts. The seniority of employees on a takeover or buyout shall be determined by the Union and the Employer.

#### **ARTICLE 18- EXTRA CONTRACT AGREEMENTS**

The Employer or employee shall not enter into any agreement or contract with his/her employees or his/her Employer individually or collectively which in any way conflicts with the terms and provisions of this Agreement. Any such agreement shall be null and void.

#### **ARTICLE 19- GRIEVANCE PROCEDURE**

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 employment under the Agreement. All grievances or disputes arising under the terms of this Agreement shall be handled in the manner provided by this Section.

# **First Step**

In the case of any such grievance or dispute, the grieved member must report

the grievance or dispute to the Union Steward and Township Administrator within seven (7) days of the incident giving rise to such grievance or dispute. If the grieved member does not meet this time requirement, the grievance or dispute shall be considered abandoned and may not be brought at a later time or date.

# **Second Step**

Upon being notified of a grievance by a member, the Union Steward shall discuss the matter, within seven (7) calendar days of being notified of the same, with the Police Chief, Township Administrator or Township Committee Person whose responsibilities include the department. Every effort shall be made to reach a mutually satisfactory solution. During this discussion, the Union Steward is required to inform the individual or individuals which he/she are speaking to that the discussion is part of the grievance procedure. The Union Steward shall be present at all times and the employee may also be present.

# **Third Step**

The Police Chief, Township Committee Member whose responsibilities include the department or the Township Administrator, shall propose a resolution within ten (10) days after the meeting required in the Second Step. If said individual or individuals do not propose a resolution within said time period, or the resolution is not acceptable to the grievant, the grievance shall proceed to the Third Step. Within five (5) calendar days of the proposed solution offered by the Chief of Police, Township Committee Member whose responsibilities include the department or the Township Administrator or the expiration of time in which they must propose the same, the grievant must submit a written complaint detailing the facts which give rise to the grievance to the Township Committee Member Administrator outlining the grievance and the actions taken and the results reached in the First and Second Step of the grievance procedure. The Township Administrator or

Township Committee shall have ten (10) days to respond in writing to the grievant. If no response is forwarded by the Township Committee Member with responsibilities for the department or the Township Administrator within said ten (10) day period, it shall be considered a rejection of the grievance.

# **Fourth Step**

If the grievance is not settled in the Third Step, the grievant must submit a written grievance to the entire Township Committee. The written grievance must be submitted within five (5) calendar days subsequent to the decision, or the expiration of time within which a decision must be issued as required in the Third Step. The Township Committee must make a written response to the grievance within fifteen (15) days after the second regularly scheduled Township Committee meeting which occurs after the written grievance has been provided to the Township Committee by forwarding the same to the Township Clerk as part of the Fourth Step. If the Township Committee does not issue a written decision with the time parameters set forth in this step, the same shall be considered a rejection of the grievance.

## **Final Step**

If the grievance is not settled in the Fourth Step, the Union shall have ten (10) calendar days from the date from the date of rejection, or the expiration of time to act by the Township Committee of no action is taken, to submit the grievance to arbitration. Each party shall be responsible for their respective cost for any such arbitration.

### TIME LINES MANDATORY

To the extent the grievant does not comply with any of the time requirements set forth in the above grievance procedure, the grievance shall be considered abandoned and may not be revived for any reason.

#### **ARTICLE 20- INVESTIGATING A COMPLAINT**

# **Section 1 Inspection Privileges/ Access to Premises**

Upon notice to the Employer, authorized agents of the Union shall have access to the Employer's premises at any time during working hours for the purposes of adjusting disputes, investigating working conditions, collection of dues, and ascertaining that the Agreement is being adhered to.

# **Section 2 Inspection of Payroll Records**

Whenever a complaint is made concerning wages, vacations and/or holidays of an employee, an authorized agent of the Union shall have the right to inspect the Employer's payroll records of the Union employees only, and the time cards of the employee during the grievance procedure.

## **ARTICLE 21- SEPARATION OF EMPLOYMENT**

Upon discharge, the Employer shall pay ail monies due to the employee. Upon quitting, the Employer shall pay all monies due the employee on the pay day of the Employer in the pay period following such quitting.

## **ARTICLE 22- COMPENSATION AND INSURANCE**

# **Section 1 Compensation Claims**

The Employer agrees to cooperate toward the prompt settlement of employee on-the-job injury claims when such claims are due and owing.

# **Section 2 Federal and State Benefits**

The Employer shall provide employees with Worker's Compensation Insurance, Temporary Disability Insurance, and Unemployment Insurance as required by Federal and/or State Law.

#### **Section 3 Life Insurance**

The Employer shall provide each full-time employee a life insurance policy in the amount of \$10,000.00.

#### **ARTICLE 23- INJURY ON THE JOB**

#### Section 1

Any employee sustaining injuries which are compensable under the Worker's Compensation Act, but which do not prevent him/her from performing his/her usual duties, but require he/she visit the offices of Employer designated physicians the day of the injury for the purpose of obtaining treatment during working hours, shall suffer no loss of wages because of such a visit.

#### Section 2

Any employee sustaining injuries which are compensable under the Worker's Compensation Act, which prevent him/her from performing all work available to him/her, at the Employer place of business, shall sustain no loss of pay for the balance of the day on which he/she was injured. Ability to perform work shall be determined by the doctor and/or hospital report.

#### **ARTICLE 24- DISCHARGE OR SUSPENSION**

# Section 1. Cause for Dismissal or Suspension

No employee may be dismissed or suspended without just cause. Nothing shall prohibit the Union from investigating any dismissal or suspension and resorting to the Grievance Procedure provided for in this Agreement.

Until the case has been discussed with the Business Agent, no employee may be dismissed or suspended, except:

a. where the provisions of this Section provide for immediate dismissal or suspension.

In the event that it is decided, as provided in the Grievance Procedure as setforth in this Agreement, that the suspension or discharge was without just cause, the decision shall provide for reinstatement with or without back pay.

If the decision directs reinstatement with pay, the Employer shall receive any credits for wages or compensation earned by the employee while he/she was out of the Employer's employ. Except where an emergency prevents it, grievances concerning dismissals or suspensions shall be advanced over all matters pending for grievance hearings and shall be promptly heard. Except in the case of immediate dismissal for the causes set forth below and in Article 12 of this Agreement, no employee may be dismissed or suspended for the first offense.

The parties agree that cause for dismissal without first discussing the matter with the Business Agent shall be the following:

- 1. Calling or participating in any unauthorized strike, work stoppage or walk out.
- Drunkenness or substance abuse proven during working hours or being under the influence of alcohol or substances during working hours. The Employer shall have the right to have the employee tested for such offenses.
- 3. Proven theft or dishonesty.
- 4. Unprovoked assault on his/her Employer or Employer's representative during working hours.
- 5. Unprovoked insubordination or disrespectful behavior to his/her Employer or Employer's representative during working hours.
- 6. Deliberate or grossly negligent neglect of duty.
- 7. Non work-related telephone calls during work hours which are nonemergencies and not made during a break after progressive discipline.
- 8. Use of township owned vehicles for non-job-related functions.
- 9. Deliberately or through gross negligence, wasting or damaging material or property.

- 10. Being excessively late for work. For the purpose of this section, excessive means ten (10) times within any calendar year.
- 11. Deliberate or gross negligent failure to observe proper security procedures or methods or other violation of Safety Rules and Regulations.
- 12. Accepting fees, gifts or other valuable items for the performance of the employee's official duties through the Township from a source other than the Employer.
- 13. Divulging, misusing or tampering with mail, confidential information, employee lists, records, designs, drawings or the improper removal of the same from Township premises.

In each instance, the Employer shall promptly notify the Union of the action taken, in writing. The parties agree that dismissal or suspension shall not be subject to the Grievance Procedure or Arbitration as provided in this Agreement unless the Union shall have notified the Employer, in writing, of the intention to do so within one (1) week of the dismissal or suspension.

# **Section 2 Warning Notices**

The warning notice shall remain in effect for a period of six (6) months from the date of such warning notice. An employee shall not be suspended until the Local Union has been given twenty-four (24) hours written notice. Saturdays, Sundays and holidays shall be excluded in determining the twenty-four (24) hour period.

#### ARTICLE 25 - DISCRIMINATION

There shall be no discrimination by the Employer against his/her employees because of Union activities, nor shall there be any discrimination against any employee because of race, creed, sex, religion, disability, marital status, age or nationality in placement and retention of employment, or in hours, wages or working conditions of the employees.

# **ARTICLE 26- SUBCONTRACTING**

The Employer agrees that no work or services presently performed or hereafter assigned to the collective bargaining unit will be subcontracted, transferred, leased, assigned or conveyed, in whole or in part, to any other person, organization, or non-unit employee unless bargaining unit employees are provided written notice of said subcontracting pursuant to law and if said services are privatized by allowing the bargaining unit to submit a bid to perform said services. Nothing contained in this Article or in this Agreement shall prevent the Employer from hiring part-time or per diem employees or from entering into a shared services agreement with another municipality, the county or other governmental agency or to have the dispatching services of the Township of Ocean performed by other personnel.

#### **ARTICLE 27- WORK ASSIGNMENTS**

Other than part-time or per diem employees or individuals performing dispatching services as part of a shared services or inter-local agreement, the Employer shall not direct, require or permit employees other than the employees within the bargaining unit here involved to perform work which is recognized as the work of the employees following within the scope of the Agreement, or direct, require or permit employees who are covered with the Agreement to perform the work which does not fall within the scope of this Agreement.

# **ARTICLE 28 – PAID FOR TIME**

#### Section 1 – General

All employees covered by this Agreement shall be paid for all time spent in the service of the Employer.

# **Section 2 Break Period**

If possible and without interruption of service, and at no additional cost to the Township, all dispatchers covered under this agreement shall receive a fifteen (15)

minute break period in the a.m. and a fifteen (15) minute break period in the p.m., without loss of pay. All dispatchers covered under this agreement shall receive a thirty (30) minute lunch period. It is the intent of this section to permit a total of a one hour period for break/lunch in the course of one working day when a break period is missed that would have resulted in an interruption of service. If full time employee is unable to take said break the employee will either be paid for 1 hour straight time or receive 1 hour flex time.

# Section 3 Death in the Family

In the event of a death in an employee's immediate family, which consists of parents, step parents, spouse, child, step child, the employee shall be granted ten (10) working days. Bereavement leave shall be taken within a twelve (12) working day period of the date of the funeral. In the event of death of the employees brother/sister in-law, foster child, grandparents, brother, sister, or grandchild, the employee shall be granted time off without loss of pay, in no event to exceed five (5) working days. Bereavement leave shall be taken within a twelve (12) working day period of the date of the funeral. In the event of death of the employee's aunt/uncle, great aunt/uncle, niece, nephew or cousin, the employee shall be granted time off without loss of pay in no event to exceed two (2) working days. Bereavement leave shall be taken within a twelve (12) working day period of the date of the funeral. The Township may require proof of death.

# **Section 4 Holidays**

# 1. The following shall be paid holidays:

New Year's Day

Martin Luther King Day

President's Day

Good Friday

Easter

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Day before Christmas

Christmas

- 2.The Fourteen (14) holidays shall be recognized under this Agreement for Dispatcher's 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 (1/2) of the recognized holidays shall be made on the first  $1^{st}$  payday of July and one-half (1/2) of the recognized holidays to be paid on the first  $1^{st}$  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.

# ARTICLE 29- DUES DEDUCTION AND AGENCY Section 1- Dues (Shop)

- A. The Authority agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the Union. Such deductions shall be made in compliance with N.J.S.A. (RS.) 52:14-15.9e, as amended.
- B. A check-off shall commence for each employee who signs an authorization card, supplied by the Union and verified by the Authority Treasurer during the month following the filing of such card with the Authority.
- C. If during the life of this Agreement there shall be any change in the rate of membership dues, the Union shall furnish the Authority written notice thirty (30) days prior to the effective date of such change and shall furnish to the Authority either new authorizations from its members showing the authorized deduction for each employee, or an official notification on the letterhead of the Union and signed by the

President or Secretary-Treasurer of the Union advising of such change deduction.

- D. The Union will provide the necessary "check-off authorization" forms and the Union will secure the signatures of its members on the forms and deliver the signed forms to the Treasurer.
- E. Any such written authorization may be withdrawn at any time by the filing of notice of such withdrawal with the Authority Treasurer. The filing of notice of withdrawal shall be effective to halt deductions in accordance with N.J.S.A. 52:14-15.9e, as amended.

# **Section 2 Agency Shop**

It is understood and agreed that upon the signing of this Agreement that provisions of the "Agency Shop" concept established by the passage and signing of the amendments and supplements to the "New Jersey Employer-Employee Relations Act" (P. L. 1941, c. 100 c. 34:13A 1, et seq.) shall take effect.

The representation fee shall be in an amount equal to eighty-five percent (85%) percent of the regular Union membership dues, fees and assessments as certified to the employee by the Union, during this contract. This section of the contract shall expire at the end of this contract, but may be renegotiated into a successor contract. The Union may revise its certification of the amount of the representation fee at any time to reflect changes in the regular Union membership dues, fees and assessments. The Union's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor agreement between the Union and the employer. The Union shall indemnify and hold the employer harmless against any and all claims, demands, suits and other forms of liability that may arise out of, or by reason of any action taken or not taken

by the employer in conformance with this provision. The Union shall intervene in, and defend any administration or court litigation concerning this provision.

# **ARTICLE 30- HOURS OF WORK AND OVERTIME**

# Section 1 General

The Union agrees that the Employer shall be entitled to a "day's work for a day's pay". The Union agrees that the work schedule is a Management Right that can be changed at any time, provided no Articles of this agreement are violated.

# Section 2 Pay Day

When the regular pay day occurs on a holiday, the Employer shall pay the employees of the regular work day immediately preceding the holiday.

#### Section 3 - 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. Employees 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 1s<sup>t</sup> 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 31- MANAGEMENT SECURITY**

The Union recognizes that the Employer covered by this Agreement must compete and keep abreast of developments in methods of distribution, and must operate efficiently and economically, if he/she is to be able to meet rising costs of operation, including rates of pay and working conditions of members of the Union. Accordingly, the Union agrees that it will cooperate with the Employer to the end that his/her business may be operated efficiently, and further agrees that if will not interfere in any way with the Employer's right to operate and manage his/her business, provided that nothing herein will permit the Employer to violate any of the terms and/or conditions of this Agreement. If the Steward or employees feel that the Employer, in any way, violated this Agreement, the matter shall be handled in the manner outlined by the Grievance Procedure in this Agreement.

## **ARTICLE 32- GENERAL**

# **Section 1 Posting of Notices**

The Employer agrees to the posting, within the business premises, of notices of Union meetings, etc.

# **Section 2 Wage Executions**

No employee shall be discharged or otherwise disciplined or penalized as a result of any attachment, execution, or assignment of his/her wages, whether voluntary or involuntary, however, the employee must make adequate arrangements to pay attachments.

# **Section 3 Employee Policy & Procedure Manuel**

The Employer may establish such rules or personnel policies as it deems necessary or desirable provided that if any such rules or personnel policies conflict with the terms of this Agreement, this Agreement shall take precedence.

# **Section 4 Sanitary Conditions**

The Employer shall provide suitable sanitary conditions for his/her employees, such as toilets, and hot and cold running water.

#### Section 5 Mutual Guarantees

When the Employer and the Union have agreed, in writing, upon interpretation of this Agreement or uniform rules and regulations for the conduct of Employees, such interpretations or rules and regulations shall be regarded as part of this Agreement.

#### Section 6 Tuition Reimbursement

The Employer will pay, in full, the tuition for successfully completed training, certification or re-certification courses that are approved in advance, in writing, 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 (s) must have prior written approval by the appropriate administrative officer in the department. Successful completion means that the employee received a passing grade in any pass/fail course.

#### **ARTICLE 33- CLOTHING ALLOWANCE**

- 1. For purposes of the Agreement, uniforms and equipment shall mean clothing and equipment prescribed by the Chief of Police, his/her designee and the Township Committee. During the first pay period in January, all union members shall receive a one-time six hundred dollar (\$600.00) payment for a clothing allowance. The union member shall be responsible for the purchase of all uniforms and equipment necessary to perform their functions and for compliance with this Article.
- 2. For purposes of the Agreement, uniforms and equipment shall mean clothing and equipment prescribed by the Chief of Police, his/her designee and the Township

Committee. During the first pay period in January, the Police Records Clerk, shall receive a one-time three hundred dollar (\$300.00) payment for a clothing allowance. The union member shall be responsible for the purchase of all uniforms and equipment necessary to perform their functions and for compliance with this Article.

# **ARTICLE 34- VACATIONS**

- 1. All regular full-time employees only shall receive vacation benefits. An employee hired subsequent to January 1, 2009 shall be entitled to the following vacation schedule:
  - a. Eight (8) hours per month accruing at the end of a successful probationary period. Eight (8) additional hours at the end of each subsequent month not to exceed eighty (80) hours.
  - b. Vacation days for those employees shall be granted as set forth below:

Ye	ears of Service	Vacation Hours	
	1-5	80	
	6-9	104	
	10-14	120	
	15-20	152	
	21	208	

2. The vacation period shall be from the anniversary date of employment for each year, allotted on January 1 of each year. Employees who leave their employment will be obligated to repay the Township for days taken and not earned.

Vacation days shall be earned for members hired prior to January 1, 2009 as set forth below:

First Increment 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 & over Two hundred eight (208) hours

- 3. Unused vacation leave may not be carried into the following year unless approval is granted by the Township Administrator or if the Township Administrator is unavailable for an extended period of time, or the position is not filled, by the Committee Person whose responsibilities include the department. Carryover may not go beyond January 31<sup>st</sup> of the following year. Evidence of vacation denial due to staffing levels must be present prior to any request to carryover vacation leave.
- 4. There shall be no carryover of vacation time into a subsequent year. A full-time employee who becomes ill during his/her vacation will not be charged vacation leave but rather sick leave for the period of illness provided he/she furnish satisfactory proof of such illness to the Chief of Police upon their return to work.
- 5. In the event that a holiday shall occur during a vacation week, an employee shall receive an extra paid day off.
- 6. Any employee who has resigned, quit, or been discharged shall receive all vacation pay up to the date of their termination, pro rata.

# **ARTICLE 35- INSURANCE**

#### Section 1— Medical and Life

- 1. The Employer shall continue to provide medical and insurance enrollment, which is equal to or exceeds the present coverage, for all full-time employees and full-time 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 full-time employee life insurance I 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 Township of Ocean at such time.
- 3. The Employer will provide all necessary legal aid, false arrest and liability insurance to all personnel covered by the 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 any full-time employee, who has provided at least twenty five (25) years of service to the Township of Ocean, upon retirement and/or disability until governmental Sponsored Public Medial Assistance Program provides coverage, provided that the employee purchases the benefits at the group rate. At the time that the program covers the employee, the Employee has the option of purchasing the benefit through the Township of Ocean group rate, only if coverage is not available to the employee through his/her spouse's employer's health insurance coverage.

- 7. The Employer will provide an optical plan; dental and orthodontic plan for the full-time employee and their families.
- 8. The Employer shall continue to provide medical benefits to all retired and/or disabled employees who were full-time employees with at least twenty five (25) years of service to the Township of Ocean, equal to their coverage at the time of retirement and/or disability until covered by Government Sponsored Assistance Program.

# **Section 2- Eligibility**

Full-time members hired into this bargaining unit subsequent to January 1, 2009 are eligible for health benefits after a successful probationary period as defined by current Township policy.

#### **ARTICLE 36- JURY DUTY**

In the event any employee covered by this Agreement is required to serve Jury Duty, the Employer agrees to pay said employee for any days that said employee was scheduled to work by could not because said employee had to perform Jury Duty.

# **ARTICLE 37- GUARANTEE**

- 1. There shall be a guarantee for any employee who reports for duty as scheduled.
- 2. There shall be a guarantee of time and one-half (1-1/2) for any hours worked in excess of a scheduled work day.
- 3. Employees working between the hours of 12:00 a.m. and 8:00 a.m. will receive the differential.
- 4. There shall be a four (4) hour guarantee for employees called back to work.
- 5. Time and one-half  $(1^{1}/_{2})$  shall be paid for all hours worked on the sixth  $(6^{th})$  consecutive day of work; and double time shall be paid for all hours worked on

the seventh (7<sup>th</sup>) consecutive day of work.

6. All hours paid will be considered hours worked.

# **ARTICLE 38- SALARIES**

The financial terms of this Agreement are set forth in the attached chart. The probationary rate for newly hired full-time members of the bargaining unit shall remain as set forth in Section 38a of the contract.

a. Increases for each year of this contract have been agreed upon as follows and will be paid effective January 1 of each year covered in this contract as follows:

a. 2014	\$30,000.00
b. 2015	\$30,600.00
c. 2016	\$31,212.00
d. 2017	\$31,836.00
e. 2018	\$32,473.00

It is further agreed that all full time telecommunicators will receive an increase of 2% and \$1500.00 at the start of each calendar year. A successful probationary period of ninety (90) days must be completed for employees covered by this agreement.

- b. Shift Differential: Employee's working between the hours of
   12:00 a.m. 8:00 a.m. will receive an extra seventy-five (.75) cents per hour.
- c. Matron Stipend: All employees covered by this agreement that have achieved a matron certification shall receive a four hundred (\$400.00) stipend payable in the first pay in July of each calendar year.

d. Training Differential: Employee's assigned to train another Telecommunicator will receive an additional one dollar fifty cents (\$1.50) above their regular hourly rate of pay for each hour assigned to training. e. Telecommunicator Supervisor: An Employee of this bargaining unit in the position of supervisor to the Telecommunicators, will receive an additional stipend amount of two thousand dollars (\$2,000.00) each year above his/her pay the first pay in January of the calendar year.

#### **Section 1- Pension**

Employees are to be qualified under the P.E.R.S. and will follow the rules of that system.

## **ARTICLE 39- LONGEVITY**

#### Section 1— Increment

No employee, whether full time or part time, hired subsequent to December 31, 2015, shall be paid or entitled to longevity. Each full-time Employee hired prior to January 1, 2009 shall be paid, in addition to his/her current annual wage, longevity increment which shall be figured in and computed in as the Employee's base salary based upon his/her years of employment with the Township of Ocean 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%)

# **Section 1a — New Hire Increment**

Each Employee hired into this bargaining unit subsequent to January 1, 2009 but prior to December 31, 2015, shall be paid, in addition to his/her current annual wage, longevity increment which shall be figured in and computed in as the Employee's base salary based upon his/her years of employment with the Township of Ocean Police Department in accordance with the following schedule:

Upon completion of five (5) years of service	Three percent (3%)
Upon completion of ten (10) years of service	Four percent (4%)
Upon completion of thirteen (13) years of service	Five percent (5%)
Upon completion of fifteen (15) years of service	Six percent (6%)
Upon completion of twenty (20) years of service	Eight percent (8%)
Upon completion of twenty-three (23) years of service	Ten percent (10%)

**Section 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.

#### **ARTICLE 40- SEVERABILITY AND SAVINGS**

If any provisions of the Agreement or any applications of the 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 the 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 annual or modify existing provisions of State and local laws.

# **ARTICLE 41- TERM OF AGREEMENT**

**This Agreement** shall be in full force and effect from the first day of January 2014, and shall remain in effect until and including December 31, 2018, and shall continue in force from year to year thereafter unless and until either of the parties hereto shall give to the other party sixty (60) days written notice prior to the end of the original term in 2018, or sixty (60) days written notice prior to the end of a subsequent year, an intention to terminate at the end of the original term or the then current term. In the event of an inadvertent failure by either party to give the notice set forth above, such party may give such notice at any time prior to the termination or automatic renew date of this Agreement. If a notice is given in accordance with the provisions of this Article, the expiration date of this Agreement shall be the sixty-first (61st) day following such notice.

be the sixty-first (01st) day i	ollowing such flour	e.
In witness whereof the	parties hereto hav	ve set their hands and seals this
day of	, 2016.	
		Hamister will
TOWNSHIP OF OCEAN		TEAMSTERS LOCAL 676
		Howard W. Wells
		President/Executive Officer/B.A.

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#### **ARTICLE 42 -- MANAGEMENT RIGHTS**

- A. The Township hereby retains and reserves unto itself 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 United States, not inconsistent with the provisions of this Agreement, including, but without limiting the generality of the foregoing, the following rights:
  - 1. The executive management and administrative control of the Township Government and its properties and facilities and activities of its employees by utilizing personnel, methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Township.
  - 2. To establish employee work rules and regulations of procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts, to decide the number of employees needed for any particular time and task, and to be in sole charge of the quantity and quality of work required.
  - 3. The right of management to promulgate, maintain, amend and enforce such reasonable employee work rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety and/or the effective and efficient operation of the department.
  - 4. To hire all employees and subject to the provisions of law common to determine their qualifications and conditions of continued employment, or assignment, and to promote and transfer employees.
  - 5. To suspend, demote, discharge or take any appropriate disciplinary action against any employee for just cause according to law.

- B. In exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, employee work rules and regulations, practices and the furtherance thereof, and the use of judgement and discretion in connection therewith, shall be limited only by specific and express terms of this Agreement 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 United States of America.
- C. Nothing contained herein shall be construed to deny or restrict the Township of its rights and authority under any national, state, county or local laws of regulations.

# **ARTICLE 43 – POLICE RECORDS CLERK**

The police records clerk shall:

- A. Be part of the union.
- B. Be a non-essential employee.
- C. Not be paid for holidays in a single check.
- D. Work Monday through Friday as assigned by the appropriate member of the Police Department.
- E. Have one hour a day to be divided between lunch and breaks. This time can be used by having an hour lunch break each day or by having a half hour lunch break and two 15 minute breaks each day.
- F. Be granted the following holidays:
  - I. New Year's Day
  - II. Martin Luther King Day
  - III. Presidents Day
  - IV. Good Friday
  - V. Memorial Day
  - VI. Independence Day

VII. Labor Day

VIII. Columbus Day

IX. Veterans Day

X. Thanksgiving

XI. Day after Thanksgiving

XII. Half day on Christmas Eve

XIII. Christmas Day

If a holiday falls on a Saturday, Friday is the off day and if the holiday falls on a Sunday, Monday is the off day.

- F. The records clerk shall receive a onetime stipend in 2016 for \$850.00. This stipend shall not be repeated, carried over or otherwise given or granted in any subsequent year.
- G. It is further agreed that The Records Clerk will receive an increase of 2% at the start of each calendar year.

day of, 2016.	
(. Wetter Samufa Will	
Mayor, Christina Wetter TEAMSTERS LOCAL 676	;
TOWNSHIP OF OCEAN Howard W. Wells	
President/Executive Officer/I	3.A.
TOWNSHIP OF OCEAN  TEAMSTERS LOCAL 676	