

**AGREEMENT**  
**AMONG**  
**OCEAN COUNTY BOARD OF CHOSEN**  
**FREEHOLDERS**  
**AND**  
**OCEAN COUNTY SHERIFF**  
**AND**  
**TEAMSTERS LOCAL #97 REPRESENTING**  
**PUBLIC SAFETY TELECOMMUNICATORS**  
**April 1, 2009 - March 31, 2012**

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## AGREEMENT

This Agreement, executed this        day of        , 2009 between the Ocean County Board of Chosen Freeholders and Ocean County Sheriff, hereinafter jointly referred to as "Employer", and Teamsters Local #97, which organization has been certified by the Public Employment Relations Commission as an appropriate bargaining unit, hereinafter referred to as the "Union". When the term "Public Safety Telecommunicators" or "Employee" is used in this Agreement, each designation shall be interchangeable and have the same meaning and effect.

## WITNESSETH

WHEREAS, the Public Employment Relations Commission has certified the Teamsters Local #97 as the exclusive representative for the purpose of collective negotiations with respect to wages, hours, terms and other conditions of employment, for those Public Safety Telecommunicators in the Ocean County Sheriff's Department set forth in the certification to the Public Employment Relations Commission and employed by the County of Ocean and all rules and regulations of the New Jersey Civil Service Commission.

NOW, THEREFORE, the County, the Sheriff and the Union mutually agree as follows:

### ARTICLE 1

#### PURPOSE

The purpose of this Agreement is to set forth herein all terms and conditions of employment to be observed between the parties hereto.

### ARTICLE 2

#### RECOGNITION

A. Unit - The County and Sheriff hereby recognize Teamsters Local #97 as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for all provisional and permanent civilian Senior Public Safety Telecommunicators, Public Safety Telecommunicators and Public Safety Telecommunicator Trainees employed in the Ocean County Sheriff's Department, but excluding all other employees.

B. Modification - This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

### **ARTICLE 3**

#### **MANAGEMENT RIGHTS**

**A. The Sheriff and Board hereby retain and reserve unto themselves, without limitations, all powers, rights, authority, duties and responsibilities conferred and vested in them prior to the signing of this Agreement by the laws and Constitutions of the State of New Jersey and of the United States; including, but without limiting the generality of the foregoing, the following rights:**

- 1. All management functions and responsibilities which the Sheriff and Board have not expressly modified or restricted by a specific provision of this Agreement.**
- 2. The right to establish and administer policies and procedures related to personnel matters, control activities, training, operational functions, performance of services and maintenance of the facilities and equipment within the Department.**
- 3. To reprimand, suspend, discharge or otherwise discipline employees.**
- 4. To hire, promote, transfer, assign, reassign, lay-off and recall employees to work.**
- 5. To determine the number of employees and the duties to be performed.**
- 6. To maintain the efficiency of employees; to establish, expand, reduce, alter, combine, consolidate or abolish any job or job classification, department or operation or service.**
- 7. To determine staffing patterns and areas worked, to control and regulate the use of facilities, supplies, equipment, materials and any other property of the Department.**
- 8. To determine the number, location and operation of divisions, the assignment of work, the qualifications required, the performance standards and the size and composition of the work force.**
- 9. To subcontract for any existing or future services as determined necessary by the Sheriff and Board.**
- 10. To make or change departmental rules, regulations, policies and practices consistent with the specific terms and provisions of this Agreement.**
- 11. And otherwise to generally manage the affairs of the Department, attain and maintain full operating efficiency and productivity and to direct the work force.**

The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Sheriff and Board shall only be limited by the language of this clause.

In recognition of the rulings of the Courts of New Jersey the parties recognize that the exercise of managerial rights is a responsibility of the Sheriff and Board on behalf of the taxpayers and that the Sheriff and Board cannot bargain away or eliminate any of its managerial rights. Therefore, no grievance may be filed under this Agreement which in any way interferes with, undermines or restricts the exercise of any managerial right by the Sheriff and Board or any of its authorized managerial executives or supervisory personnel.

#### ARTICLE 4

### GRIEVANCE PROCEDURE

#### Definitions

A "grievance" is a claim by an officer or the Union, based upon interpretation, application or violation of this Agreement, affecting an employee or group of employees.

An "aggrieved person" is the person or persons or the Union making the claim.

1. The grievant or the Union must file a grievance within fifteen (15) days of its occurrence.
2. Grievances may be initiated at the step of the procedure at which relief can be granted.

#### Purpose

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

#### Procedure

1. Time limits - The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
2. Level One - Division Commander (Captain) - An employee with a grievance shall first discuss it with his/her Division Commander, either directly or through the Union's designated representative, with the objective of resolving the matter informally.

3. **Level Two - County Sheriff** - If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within five (5) working days after the presentation of the grievance, he/she may file the grievance in writing with the Union within five (5) working days after the decision at Level One or ten (10) working days after the grievance was presented, whichever is sooner. Within five (5) working days after receiving the written grievance, the Union shall refer it to the Sheriff.
4. **Level Three - County Administrator** - If the aggrieved party is not satisfied with the disposition of his/her grievance at Level Two, or if no decision has been rendered within ten (10) working days after the grievance was delivered to the Sheriff, whichever is sooner, he/she may request in writing that the Union submit his/her grievance to the County Administrator for disposition.
5. **Level Four - Arbitration** - Within ten (10) days, if the aggrieved party is not satisfied with the disposition of his/her grievance at Level Three, he/she may request in writing that the Union submit his/her grievance to Arbitration. If the Union determines that the grievance is meritorious, it may submit the grievance to arbitration within twenty (20) days after receipt of a request by the aggrieved person.

Within ten (10) days after such written notice of submission to arbitration, the County and the Union shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to PERC by either party. The parties shall then be bound by the rules and procedures of PERC.

The arbitrator's decision which shall be in writing and shall be submitted to the County and the Union shall be final and binding on the parties.

In the event that arbitrability of a grievance is at issue between the parties, jurisdiction to resolve the issue shall rest solely with the arbitrator selected in accordance with the provision of this Article.

The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the County and the Union. Any other expenses incurred shall be paid by the party incurring same.

An arbitrator shall be empowered to hear only one grievance for each appointment he/she receives; provided, however, that in the event there is more than one grievance presented and the grievances arise out of the same set of facts or involve the same materially and substantially identical issues, a single arbitrator shall be empowered to adjudicate all such grievances. It is expressly understood and agreed that the grievance procedure shall be the sole and exclusive remedy for all grievances which are arbitrable under this Agreement.

## **Rights of Employees to Representation**

1. **Employees and Union** - Any aggrieved person may be represented at all stages of the grievance procedure by himself/herself, or, at his/her option, by representative(s) selected or approved by the Union. When an employee is not represented by the Union, the Union shall have the right to be present and to state its views at all stages of the grievance procedure.
2. **No Reprisals** - No reprisals of any kind shall be taken by the County or by any member of the administration against any party in interest, any representative, any member of the Union or any other participant in the grievance procedure by reason of such participation.

## **Miscellaneous**

1. **Written Decisions** - Decisions rendered at Level One which are unsatisfactory to the aggrieved person and all decisions rendered at Levels Two and Three of the grievance procedure shall be in writing setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest and to the Union. Decisions rendered at Level Three shall be in accordance with the procedures set forth in the Section.
2. **Separate Grievance File** - All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
3. **Forms** - Forms for filing grievances, serving notices, taking appeals, making reports and recommendations and other necessary documents shall be prepared by the Union and given appropriate distribution so as to facilitate operation of the grievance procedure.
4. **Meetings and Hearings** - All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designate or selected representatives, heretofore referred to in this Article. The Union will be informed within 48 hours by mail or "FAX", whichever is more feasible, when major discipline of any nature is to be imposed.

## **ARTICLE 5**

### **NO STRIKE CLAUSE**

During the period of time of this Agreement and notwithstanding any change in existing law, the Union and its employees shall not have the right to engage in any slowdown, work stoppage, strike or similar type of concerted action activities. The sole method for resolving any disagreement concerning this Agreement or any other elements of employment relationship shall be covered by the procedure contained in this Agreement or legal remedies available to the parties that do not constitute strikes or work stoppages.



The Union agrees that if any type of concerted activity occurs as noted above, the Union will immediately take all necessary steps to terminate such activities and will condemn such activities.

## ARTICLE 6

### NON-DISCRIMINATION

The parties agree that they will comply with all State and Federal statutes regarding discrimination.

## ARTICLE 7

### HOLIDAYS

Each full-time employee covered by this Agreement shall enjoy the following holidays with pay, to be observed on the dates annually specified by the Board of Chosen Freeholders:

Martin Luther King Day	Columbus Day
Lincoln's Birthday	Veteran's Day
Washington's Birthday	General Election Day
Good Friday	Thanksgiving Day
Memorial Day	Thanksgiving Friday
Labor Day	

In addition, each full-time employee covered by this Agreement shall enjoy as holidays January 1st, July 4th and December 25th of each year. If the Board of Chosen Freeholders designates a different date for the County celebration of these three holidays, said designation shall not apply to members of this bargaining unit.

All unit employees required to perform duties on any of the holidays enumerated above, plus Easter Sunday, shall be compensated at a rate equal to two and one-half times (2 1/2x) the rate of pay which would apply on a normal work day for all hours worked on the holiday; e.g., an individual working sixteen (16) hours on one of the designated holidays shall receive a total of forty (40) hours pay of straight-time for that holiday. For example, an employee with an hourly rate (straight-time) of \$10.00 shall receive \$400.00 pay for working 16 hours on that holiday.

## ARTICLE 8

### SICK LEAVE

A. Sick Leave shall accumulate at the rate of one and one-quarter (1 1/4) days per month credited in hours in the first year of service, commencing on the first month or major portion thereof from the date of hire. It is assumed that an employee shall remain in the service of the County for the remainder of the calendar year, and the total number of sick days, pro-rated, shall be credited to the employee in hours. If separation occurs, before the end of the year, and more Sick Leave has been taken than appropriated, on a pro-rated basis, the per diem rate of pay for the

excess days shall be deducted from the final pay. Sick Leave shall accumulate from year to year with an additional fifteen (15) days credited in hours to the employee at the beginning of each successive calendar year. Days lost due to injury or illness arising out of or caused by County employment for which the employee has a claim for Worker's Compensation, shall not be charged to Sick Leave. Paid holidays occurring during a period of Sick Leave shall not be charged to Sick Leave.

B. Employees in the bargaining unit are also eligible for coverage under the County's reimbursement for unused sick days at retirement policy. This policy provides for reimbursement for unused sick days at retirement on the basis of one-half (1/2) pay for earned and unused Sick Leave hours to a maximum of \$15,000. Employees are responsible for following all of the conditions and controls of this policy and all pertinent forms must be submitted to the Department of Employee Relations at least sixty (60) days prior to the date retirement commences. Employees have a choice of selecting either a lump sum payment or payments spread over a three (3) year period.

C. Sick Leave may be used as credited even though it has not technically been earned, provided that the employee has worked for the Board in good standing and without any pattern of leave abuse for a period of one (1) full calendar year after the calendar year in which employment began, subject to proper notification.

D. All other proper and authorized leaves as provided in the rules of the New Jersey Department of Personnel shall be recognized and constitute a part of this Agreement.

## ARTICLE 9

### SICK LEAVE BUY-BACK PROGRAM

Employees shall be eligible for participation in a Sick Leave Buy-Back Program as follows:

**Purpose:** The purpose of the Sick Leave Buy-Back Program is to encourage employees to make judicious use of their annual sick leave allotment by providing a financial incentive.

**Eligibility:** In order to participate in this Program, an employee must satisfy all of the following conditions:

1. Must be an active employee of the County of Ocean or on an approved leave of absence without pay.
2. Must not be in calendar year of retirement.
3. Must have been employed by the County of Ocean not less than five (5) full years at the time of application.
4. Must be credited with at least four hundred eighty (480) hours of earned

and unused sick leave on December 31st of the year preceding the year during which payments will be made.

5. Must have used not more than fifty-six (56) hours of sick leave during the calendar year which concludes on December 31st of the year preceding the year during which payments will be made.

**How the Program Works:**

1. During January of each year, an eligible employee may request in writing (on a form designed for that purpose) that he/she be compensated for between thirty-two (32) and sixty-four (64) hours (inclusive) of earned and unused sick leave.
2. Compensation shall be computed at the rate of sixty-five percent (65%) of the daily wage on the date of application times the number of hours to be surrendered. Payment in the form of a payroll adjustment, subject to all appropriate deductions, shall be made on or about May 15th each year.
3. Employees who either do not qualify for this Program or choose not to participate in it shall continue to earn, use and accumulate sick leave in accordance with Civil Service rules and regulations.

**ARTICLE 10**

**UNION LEAVE**

Members of the bargaining unit may use up to a total of seven (7) days for Union business leave during each subsequent contract year. Union Officers or Shop Stewards must request utilization of the leave from the Employee Relations Director at least five (5) days before it is to commence and the taking of such leave shall not impede the operation of the Sheriff's Emergency Services Division, when taken. All use of such leave shall be reported to the Union to insure that the employees are actually utilizing the leave for Union business. Use of Union Leave must directly pertain to the Public Safety Telecommunicators represented by this contract. Joint County/Union discussions, authorized by the Director of Employee Relations about matters of mutual concern, shall not be applied against this benefit.

**ARTICLE 11**

**VACATION TIME**

Vacation Leave will be granted to each full-time employee in hours on the following basis:

1. For an employee with no more than twelve (12) months of service...one (1) day, in hours, for each calendar month employed.
2. For an employee who has served one (1) year and one (1) day up to a

total of four (4) years...twelve (12) working days, in hours, per year.

3. For an employee who has served four (4) years and one (1) day up to eleven (11) years...fifteen (15) working days, in hours, per year.
4. For an employee who has served eleven (11) years and one (1) day up to nineteen (19) years...twenty (20) working days, in hours, per year.
5. For an employee who has served nineteen (19) years and one (1) day...twenty-five (25) working days, in hours, per year.

New full-time employees, both provisional and permanent, shall earn, but are not permitted to use, vacation leave during the first three months of employment. Employees who are not retained at the conclusion of the three month period shall not be entitled to any leave accumulated during that time.

Each employee shall be informed of his/her vacation time through utilization of the County's computer system. Any employee leaving the service of the County shall have unused vacation time paid to him/her on a pro-rated basis. If separation of service occurs, unearned vacation time used will be deducted from the employee's last pay along with any other unearned time that the employee has utilized.

## ARTICLE 12

### LONGEVITY PAY

Longevity Pay for all classified permanent employees covered by this Agreement will be based upon the schedule set forth below:

7 years	3.0% of base salary
12 years	4.6% of base salary
17 years	5.7% of base salary
22 years	6.5% of base salary
27 years	7.3% of base salary
32 years	8.0% of base salary

## ARTICLE 13

### OVERTIME

A. Overtime shall be compensated at the rate of time and one-half (1 1/2X) for each hour actually worked in an overtime status. Overtime payment shall commence after completion of eight (8) hours work in a work day or forty (40) hours in a work week. All overtime must be authorized by the Sheriff or his/her designee.

B. The Sheriff or his/her designee, at his/her discretion, may require a doctor's certificate for any sick day taken by an employee during a period within which the employee has worked overtime and the sick day was actually used as a compensable day for the purposes of computation of overtime.

C. Any employee called to work will be guaranteed four (4) hours overtime

**(1 1/2X). The four (4) hour call out overtime guarantee shall only apply to those instances where the employee has completed his/her regular shift and is called to return to work after the completion of a regular shift. Call-In assignments pertaining to the Mobile Truck will be rotated based upon seniority as long as the employee possesses the necessary skill and ability to perform the work.**

**D. Overtime shall be rotated in accordance with the existing practice. In the event that all employees who are offered a particular overtime assignment decline to accept the assignment, the least senior employee who is offered the assignment and who is qualified to perform the assignment shall be obligated to accept it. Mandatory overtime is to be done on a reverse seniority basis, starting with the least senior employee and will be at least fifteen (15) minutes or longer in duration. Mandatory overtime assignments will follow personnel from shift to shift. Mandatory overtime lists for each shift will be continuous and will not start fresh each year.**

## **ARTICLE 14**

### **JOB CLASSIFICATION**

**A. An employee will work within his/her own applicable job classification in accordance with the specifications set forth for his/her applicable classification under the New Jersey Civil Service Commission job descriptions.**

**B. An employee's permanent applicable job classification shall not include a combination of New Jersey Civil Service Commission job descriptions.**

**C. Definitions of transfers and re-assignments shall be in accordance with those contained in the New Jersey Civil Service Commission Rules.**

**D. Should a member of this bargaining unit be assigned to perform work in a supervisory title (Supervising Public Safety Telecommunicator), for a period of at least two (2) or more consecutive, complete work days, or for two or more non-consecutive, complete work days within a single pay period, the daily out of title rate shall be employee's regular base salary plus \$2,000. This rate is payable for all days members of the bargaining unit are assigned to a supervisory title, retroactive to the first day of such service, once the aforesaid requirements have been satisfied. Effective upon the execution of this contract, the daily out of title rate shall be modified to reflect compensation of \$16.00 when an employee is assigned to a higher title for one or more complete work days.**

**E. If an employee is required to work in a lower job classification than his/her regular job classification, he/she shall receive his/her regular rate of pay.**

## **ARTICLE 15**

### **HOSPITAL, SURGICAL, MAJOR MEDICAL, PRESCRIPTION AND RETIREMENT BENEFITS**

All full-time members covered by this bargaining unit shall be permitted to enroll in health benefits two (2) months from their date of hire.

A. The County of Ocean currently provides medical coverage to County employees through the New Jersey State Health Benefits Program as supplemented by the NJ Local Prescription Drug Program and Chapter 88 P. L. 1974, as amended by Chapter 436 P. L. 1981. The parties recognize that the State Health Benefits Program is subject to changes enacted by the State of New Jersey that may either increase or decrease benefits.

B. The County shall not change the health insurance coverages referred to in paragraph A except for a plan that is equivalent or better. Provided, however, that the parties expressly recognize that the components of HMO plans are changed periodically by the plan providers and that the County has no control over or any obligations regarding such changes.

C. All employees current and future who retire on or after November 1, 2009 in order to be eligible for the lifetime health benefits upon retirement, must have served a minimum of fifteen (15) of the required twenty-five (25) years with the County.

Effective November 1, 2009 the following changes will affect all new hires:

Employees will be offered the NJ Direct 15 plan, or its replacement. New hires may elect a higher level of coverage at their expense.

Continuation of spousal coverage after the death of the retiree will no longer be offered at the County's expense.

The County will no longer reimburse retiree's Medicare Part B premiums.

D. An eligible employee may change his/her coverage only during the announced open enrollment period for each year after having been enrolled in the former plan for a minimum of one (1) full year. Regardless of this election, employees are specifically ineligible for any deductible reimbursement.

E. When a member from this bargaining unit is granted the privilege of a leave of absence without pay for illness, health coverage will continue at the County expense for the balance of the calendar month in which the leave commences plus up to three (3) additional calendar months next following the month in which the leave commences. After that time has elapsed, if necessary, coverage for an additional period of eighteen (18) months may be purchased by the employee under the C.O.B.R.A. plan.

In the case of consecutive leaves of absence without pay, it is understood and agreed that the responsibility of the County to pay for benefits remains limited to the original period of up to four (4) months.

**ARTICLE 16**

**FAMILY DENTAL PLAN**

All members covered by this bargaining unit and working thirty-two and one-half (32.5) hours or more shall be permitted to enroll after the first of the month following three (3) full months of employment in a Family Dental Plan.

The Family Dental Plan will be made available to eligible employees, spouses and children to age 19. The maximum total cost for services per patient per benefit year is limited to \$1,000. There will be a \$25.00 deductible for up to the first three members of each family. However, this deductible is not applicable to preventive and diagnostic services described below:

If the patient utilizes a participating dentist the percentage of coverage indicated next to each class of dental care will prevail:

Preventive and diagnostic (X-rays, cleaning, check-up, etc.) . . . . .	100%
Treatment and therapy (Fillings). . . . .	80%
Prosthodontics, periodontics, inlays, caps and crowns, oral surgery (Ambulatory) . . . . .	50%
Orthodontics (Limited to \$800. per patient over a 5 year period) . . . . .	50%

**ARTICLE 17**

**VISION CARE**

Vision Care benefits will be afforded to all members of the bargaining unit in accordance with the provisions as set forth in the "Guidelines for Ocean County Vision Service Plan".

**ARTICLE 18**

**PERSONAL LEAVE**

Each employee may be eligible for three (3) days of Personal Leave, which may be used for personal business which cannot be conducted after the work day. Use of Personal Days shall require forty-eight (48) hours notice, except in the case of any emergency. The employee must have the permission of his/her immediate

supervisor before Personal Leave can be taken. Personal Leave shall not be unreasonably denied. For new employees in their first calendar year of service, Personal Leave shall be granted as follows:

<u>Date of Initial Hire</u>	<u>Amount of Personal Leave</u>
January 1 thru April 30	3 days
May 1 thru August 31	2 days
September 1 thru October 31	1 day
November 1 thru December 31	0 days

Employees hired on or after October 1 through October 31 of their first calendar year in service may use the one Personal Day to be awarded to them after two (2) months of service, but must use the day prior to the end of the calendar year. Except for employees hired on or after October 1 through October 31 of their initial calendar year of service, no employee shall be entitled to use Personal Leave until he/she has worked three (3) months for the County.

Personal Days shall not be carried over from one calendar year to the next and must be used in increments of one full day.

#### ARTICLE 19

#### TUITION REIMBURSEMENT

Members of this bargaining unit are eligible to be reimbursed for college tuition, subject to the Ocean County Tuition Reimbursement Policy (ER 701-86).

#### ARTICLE 20

#### SEVERABILITY CLAUSE

If any part, clause, portion or article of this Agreement is subsequently deemed by a Court of competent jurisdiction to be illegal, such clause, portion or article may be deleted and the remainder of the Agreement not so affected shall continue in full force and effect absent the affected clause.

#### ARTICLE 21

#### UNILATERAL CHANGES

There shall not be any unilateral changes in the terms and conditions of this Agreement. Any changes made in this Agreement shall be done with the mutual consent of the parties. However, unless specifically provided in this Agreement, neither party shall be required to re-negotiate any part of this Agreement until the expiration of said Agreement.

#### ARTICLE 22

#### BEREAVEMENT PROVISION

All employees shall have up to three (3) days leave in the event of a death of a spouse, common-law spouse, child, son-in-law, daughter-in-law, parent, father-in-



law, mother-in-law, brother, brother-in-law, sister, sister-in-law, grandparent, grandchild, uncle or aunt of the employee or any other member of the immediate household. One (1) day leave will be given to attend the funeral services of a spouse's aunt, uncle or grandparent.

Such leave will not be taken until the immediate supervisor is notified of the instance of bereavement. The employer may require proof of loss of a decedent whenever such requirement appears reasonable. Bereavement leave is specifically provided to allow eligible employees time to make necessary arrangements and attend funeral services. Therefore, bereavement leave must include one of the following days:

Date of death

Any day of viewing

Date of interment

Day of religious or memorial service

In no event shall any part of bereavement leave occur more than fifteen (15) days from the date of death. Abuse of the Bereavement Provision shall be cause for disciplinary action.

## ARTICLE 23

### SENIORITY

A. Seniority is defined as continuous unbroken service with the employer for benefit purposes (longevity, vacation eligibility, etc.).

Seniority preference will be given consideration by the employer with respect to promotions, however, it will not be the sole factor considered. Service will be considered broken for the purpose of this clause if an employee, who has served continuously with the employer for at least one (1) year:

1. Should resign his/her position and not be rehired by said employer within three (3) months of said resignation.
2. Should an employee retire.
3. Should an employee suffer a validated dismissal.
4. Should an employee request and receive a voluntary transfer out of the bargaining unit or out of the work force of the employer.
5. Should an employee be absent without leave for more than five (5) days.

B. The employer may fill permanent job openings by promoting the employee from the next lower related job titles, provided these employees possess

the requirements enunciated by Civil Service law and who are subsequently certified by the New Jersey Civil Service Commission. In all instances employees promoted must possess the skills, ability and knowledge to perform the duties required by the higher rated job.

C. If there are two (2) or more employees with equal skill and ability to perform work as determined by the employer, the employee with the greatest seniority shall be given preference. If the employee with the greatest seniority cannot perform the higher rated job, then the employer shall promote the employee which is deemed to be next eligible.

D. Vacation - Whenever more than one (1) employee requests vacation at a job location at any particular time, the employer shall endeavor to honor all vacations as requested. However, when vacations cannot be granted to all employees requesting vacations for a particular period, the employees with the greatest seniority shall be granted their vacations first. (No employee will be permitted to take a vacation during the peak period of work for his/her department. Peak periods will be designated by the employer each year).

#### ARTICLE 24

#### AGENCY SHOP

The County and the Public Safety Telecommunicators agree that an Agency Shop provision as passed into Law Ch 477 PL 1979 NJSA which grants the Teamsters Local #97 a representative fee of 85% of the Union dues for non-members, shall be implemented and made part of this Agreement. The Union agrees to comply with all aspects of the law in the application of this statute as written.

#### ARTICLE 25

#### PROMOTIONAL COMPENSATION

Any Public Safety Telecommunicator Trainee, who upon their successful completion of the one year probationary period and who is subsequently elevated to the title of Public Safety Telecommunicator will receive the minimum for the higher title. Any Public Safety Telecommunicator who is promoted to Senior Public Safety Telecommunicator shall receive a salary increase of \$2,200. or the minimum salary for the higher title, whichever is greater effective on the date of the promotion. Effective April 1, 2010 the promotional compensation shall be increased by \$100. for a total of \$2,300. or the minimum salary for the higher title, whichever is greater effective on the date of the promotion.

#### ARTICLE 26

#### CHECK-OFF OF DUES

Following the successful completion of the ninety (90) day probationary period, the employer agrees to deduct from the earnings of each member of

Teamsters Local #97 membership dues when said employee has properly authorized such deductions in writing. The Union will indemnify, defend and save harmless the County against any and all such claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the County in reliance upon salary deduction authorization cards submitted by the Teamsters to the County. The County will forward all dues deduction monies collected on a monthly basis to the Secretary-Treasurer of Teamsters Local #97. A list of the names of deductees will be forwarded annually.

## ARTICLE 27

### SHIFT DIFFERENTIAL

Any employee assigned to the Number 1 Shift – 0000 hours – 0800 hours (Midnight to 8:00 A.M.) shall receive in addition to their base salary a shift differential of 8%. Any employee assigned to the Number 3 Shift – 1600 hours – 2400 hours (4:00 P.M. to Midnight) shall receive in addition to their base salary a shift differential of 4%.

## ARTICLE 28

### HOURS OF WORK

The regular hours of work for all members of this bargaining unit, unless otherwise modified in this Agreement or by the Sheriff shall be:

Midnight to 8:00 A.M.	-	1 <sup>st</sup> shift
8:00 A.M. to 4:00 P.M.	-	2 <sup>nd</sup> shift
4:00 P.M. to Midnight	-	3 <sup>rd</sup> shift

A minimum of two (2) weeks notice will be provided the Union and affected employees prior to any change in shifts except in the case of emergency.

#### Shift Bidding:

1. Each November 1<sup>st</sup>, shift assignments shall be made pursuant to a seniority based bid system. Standard slips shall be made and given to affected Dispatchers no less than two (2) weeks prior to the commencement date. The Dispatchers shall list his/her shift choices by giving his/her preference to either 1<sup>st</sup>, 2<sup>nd</sup> or 3<sup>rd</sup> shifts. Assignments shall then be made based upon seniority, except in management's judgment pursuant to paragraph 2. These assignments shall then take effect as of the first pay period in January following the submission date and shall remain in effect until the procedure is repeated the following year.
2. These assignments ultimately remain the prerogative of the Department Head. Furthermore, in order to meet the needs of training and/or specialized abilities, shift assignments may be altered in order to meet the bonafide safety needs of the citizens of Ocean County.

3. Temporary Shift Switches, shall be allowed in accordance with existing practices. All requests for a shift switch shall be in accordance with the shift switch rules and submitted on the required form. See Addendum A.

## ARTICLE 29

### SALARY

A. Effective April 1, 2009, the minimum base salary for all titles covered by this Agreement shall be increased as follows:

Public Safety Telecommunicator Trainees	\$31,000.
Public Safety Telecommunicators	\$34,500.
Senior Public Safety Telecommunicators	\$37,500.

B. Effective April 1, 2009, all Public Safety Telecommunicators and Senior Public Safety Telecommunicators shall receive an increase of One Thousand Three Hundred and Twenty-One Dollars (\$1,321.00) or the new minimum, applied to their base salary of March 31, 2009, whichever is greater.

C. Effective April 1, 2010, the minimum base salary for all titles covered by this Agreement shall be increased as follows:

Public Safety Telecommunicator Trainees	\$31,500.
Public Safety Telecommunicators	\$35,000.
Senior Public Safety Telecommunicators	\$38,000.

D. Effective April 1, 2010, all Public Safety Telecommunicators and Senior Public Safety Telecommunicators shall receive an increase of One Thousand Three Hundred and Sixty-Four Dollars (\$1,364.00) or the new minimum, applied to their base salary of March 31, 2010, whichever is greater.

E. Effective April 1, 2011 the minimum base salary for all titles covered by this Agreement shall be increased as follows:

Public Safety Telecommunicator Trainees	\$32,000.
Public Safety Telecommunicators	\$35,500.
Senior Public Safety Telecommunicators	\$38,500.

F. Effective April 1, 2011, all Public Safety Telecommunicators and Senior Public Safety Telecommunicators shall receive an increase of 3.25% or the new minimum, applied to their base salary of March 31, 2011, whichever is greater.

## ARTICLE 30

### FULLY BARGAINED CLAUSE

This Agreement contains the entire understanding of the parties. There are no representations, promises or warranties other than those set forth herein.

**ARTICLE 31**

**DURATION**

The terms and conditions set forth in this Agreement shall become effective on April 1, 2009, except for those Articles which contain specific dates to the contrary and shall continue in full force and effect until March 31, 2012 or until execution of a successor Agreement.

IN WITNESS WHEREOF, the parties have set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

ATTEST:

OCEAN COUNTY BOARD OF  
CHOSEN FREEHOLDERS

\_\_\_\_\_  
John C. Bartlett, Jr.  
Freeholder Director

\_\_\_\_\_  
Betty Vasil  
Clerk of the Board

\_\_\_\_\_  
William L. Polhemus  
Ocean County Sheriff

FOR TEAMSTERS Local #97:

ATTEST:

\_\_\_\_\_  
John J. Gerow, President

\_\_\_\_\_  
Patrick E. Guaschino  
Public Employee Sector

\_\_\_\_\_  
Steve Bergmann  
Negotiating Team Member

\_\_\_\_\_  
Brian Nauss  
Negotiating Committee Member

**ADDENDUM A**

**OCEAN COUNTY SHERIFF'S DEPARTMENT**  
**Communications Division**  
**146 Chestnut Street**  
**Toms River, NJ 08753**  
**William L. Polhemus**  
**Sheriff**

**Wayne R. Rupert**  
**Undersheriff**

**Jeff P. Thompson**  
**Chief**

**MEMORANDUM**

**TO:** \_\_\_\_\_  
**FROM:** \_\_\_\_\_  
**DATE:** \_\_\_\_\_  
**SUBJECT:** Shift Switch Request  
**CC:** File

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**DAY 1:**  
**REQUESTING OPERATOR**                      **REPLACING**                      **DATE**                      **DAY**                      **SHIFT**

\_\_\_\_\_  
**DAY 2:**  
**REQUESTING OPERATOR**                      **REPLACING**                      **DATE**                      **DAY**  
**SHIFT**

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**Requesting Telecommunicator/Date**                      **Shift Supervisor/Date**

---

**Replacement Telecommunicator/Date**                      **Shift Supervisor/Date**

---

**Division Commander/Date**

**SHIFT SWITCH RULES:**

All switches will be submitted and approved at least 5 days prior to the switch occurring.  
All switches will be within the same pay **week** (Thurs-Wed), and no more than 1 switch per pay period.  
No switches within a switch.  
Shift Supervisor's approval is needed along with the Division Commander or his/her designee.  
Switching with yourself is not permitted.  
Only Telecommunicators who are proficient in all areas may participate in the switching process.  
Requesting Telecommunicators must have 16 hours of usable sick time left for the current year.

Double shifts cannot be created by the use of a shift switch.