

AGREEMENT

AMONG

THE OCEAN COUNTY BOARD OF CHOSEN FREEHOLDERS

AND

OCEAN COUNTY SHERIFF

AND

THE OCEAN COUNTY OFFICE OF THE FIRE MARSHAL LOCAL 98

F.M.B.A.

April 1, 2010 - March 31, 2013

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PREAMBLE

This Agreement, executed on the day of , 2010 by and between the Ocean County Sheriff and the Board of Chosen Freeholders of the County of Ocean, State of New Jersey, hereinafter referred to as the "EMPLOYER" and the Firemen's Mutual Benevolent Association, Local 98, commonly known as the Office of the Fire Marshal, County of Ocean, State of New Jersey, hereinafter known as the "EMPLOYEE".

WITNESSETH

In consideration of the promises and mutual covenants hereafter contained, the employer and the employees agree as follows:

ARTICLE 1

RECOGNITION OF ASSOCIATION

SECTION 1: The employer recognizes the F.M.B.A. Local 98 as the exclusive representative of all employees in the negotiating unit as hereinafter defined for the purposes of collective bargaining and all other activities related thereto pursuant to the Public Employment Relations Act of the State of New Jersey (R.O. 94-68) and other applicable law.

SECTION 2: The bargaining unit consists of all regular full-time employees holding the title of ASSISTANT FIRE MARSHAL and are employed by the Ocean County Fire Marshal's Office. Supervisory employees not included in the bargaining unit are those of the following rank: FIRE MARSHAL.

ARTICLE 2

COLLECTIVE BARGAINING PROCEDURE

SECTION 1: Collective bargaining with respect to rates of pay, hours of work and all other conditions of employment shall be conducted by the respective duly authorized bargaining agents of the employer and the employee.

SECTION 2: Members of the F.M.B.A. Local 98 designated by the employees to participate in collective bargaining meetings called for renegotiation pursuant to the terms and provisions of this agreement, shall be excused from work assignments while in attendance at such meetings. Said members will not exceed three (3).

ARTICLE 3

HOURS OF WORK

Regular Work Week: The employer and the employees understand and agree that all persons covered by this Agreement will work a minimum of forty (40) hours per week. The normal work week shall be Monday through Friday (8:00 A.M. to 4:30 P.M.) eight (8) hours a day, not including a one-half hour unpaid meal break and shall be promulgated by the Ocean County Sheriff or his/her designee. Shifts may be adjusted by the employer with two weeks advanced notice.

ARTICLE 4

STAND-BY PAY

Employees covered by this Agreement, serving stand-by duty as heretofore provided, will be paid at the following rate of Two Hundred Twenty-Five Dollars (\$225.00) for any given seven (7) day stand-by period. Any call of duty initiated by a supervisor of employees serving stand-by duty shall be considered authorized overtime and said overtime shall be paid in addition to the stand-by pay. The number of personnel on stand-by at any given time is a matter to be determined wholly at the discretion of the Sheriff.

ARTICLE 5

COMMITTEES

SECTION 1: NEGOTIATING COMMITTEE: The employer shall permit three (3) members of the Employee's Negotiating Committee to attend collective bargaining meetings during the duty hours of its members, without loss of pay.

SECTION 2: ASSOCIATION MEETINGS: President or delegate of this bargaining unit may use up to a total of fifteen (15) aggregate days for Association business each year. Employees must request utilization of the leave at least forty-eight (48) hours prior to the taking of such time and the employees agree that the taking of such time shall not impede the operation of the Fire Marshal's Office when it is taken. All use of such time shall be reported to the Association and the employer to ensure that employees are actually utilizing time for Association business. Statutory convention days shall not be counted against contractually allowable days (N.J.S.A. 40A:14-177 & N.J.A.C. 4A:6-1.13).

ARTICLE 6

HOLIDAYS

SECTION 1: Posted Holidays: Each full-time employee covered by this Agreement shall be granted the following fourteen (14) holidays with pay, to be observed on the dates specified each January by the Ocean County Board of Chosen Freeholders and approved by the Sheriff:

New Year's Day
Martin Luther King Day
Lincoln's Birthday
Washington's Birthday
Good Friday
Memorial Day
Independence Day

Labor Day
Columbus Day
Veteran's Day
Election Day
Thanksgiving Day
Thanksgiving Friday
Christmas Day

SECTION 2: The Sheriff will comply in granting a Holiday whenever the Governor of the State of New Jersey and the Board of Chosen Freeholders issue official proclamations granting an additional holiday. Employees working on any of the above days shall receive overtime pay at a rate of time and one-half (1 1/2X) times their regular pay. This provision will only be prospective in application as of date of execution of contract.

ARTICLE 7

SICK LEAVE

SECTION 1: Sick Leave shall accumulate in hours at the rate of one and one-quarter (1 1/4) days per month in the first year of service, commencing on the first month or major portion thereof, from date of hire. It is assumed that the 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. If separation occurs before the end of the year and more Sick Leave has been taken than apportioned on a pro-rated basis, the per diem rate of pay for the excess days shall be deducted from the final pay.

SECTION 2: 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.

SECTION 3: 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 chargeable to Sick Leave.

SECTION 4: Employees in this bargaining unit are also eligible for coverage under the County's reimbursement for unused Sick Leave at Retirement Policy. This policy provides for reimbursement for unused sick hours at retirement on the basis of one-half (1/2) pay for each earned and unused sick 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 will have a choice of selecting either a lump sum payment or payments spread over a three-year (3) period. The estates of unit members who die while still employed by the Board and/or Sheriff shall also receive the same benefits within the guidelines described above.

ARTICLE 8

SICK LEAVE BUY-BACK PROGRAM

Employees in the bargaining unit are eligible to participate in a Sick Leave Buy-Back Program.

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 31, 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 must 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 base 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 of 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 NJ Department of Personnel's rules and regulations.

ARTICLE 9

OVERTIME

SECTION 1: Employees who are required to work overtime shall be paid at the regular rate of pay for the first forty (40) hours worked in each week and shall be paid at the rate of one and one-half times (1 1/2X) their regular pay for all hours worked in excess thereof.

SECTION 2: An employee shall be required to maintain appropriate records of overtime as required by the employer.

SECTION 3: Any employee who receives compensatory time, at the request of the employee, and with the prior approval of the employer shall receive the compensatory time on an hour for hour straight time basis unless compensatory time is received in lieu of overtime in which case compensatory time shall be received on a time and one-half basis for each hour worked.

ARTICLE 10

VACATIONS

The County's vacation program is set forth as follows:

- A. For an employee with no more than twelve (12) months of service, one (1) day, in hours, for each calendar month employed.
- B. For an employee who has served twelve (12) calendar months and one (1) day up to a total of forty-eight (48) months, twelve (12) working days, in hours.
- C. For an employee who has served forty-eight (48) calendar months plus one (1) day up to a total of one hundred thirty-two (132) calendar months, fifteen (15) working days, in hours.
- D. For an employee who has served forty-eight (48) calendar months plus one (1) day up to a total of one hundred thirty-two (132) months plus one (1) day up to a total of two hundred twenty-eight (228) calendar months, twenty (20) working days, in hours.
- E. For an employee who has served two hundred twenty-eight (228) calendar months plus one (1) day, twenty-five (25) working days, in hours.

Vacation time must be earned before it can be used. Each employee will 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 earned but unused vacation time paid to him/her. Unearned but used vacation time will be deducted from the employee's

last pay, if termination of service occurs. Permission may be granted with notice to the Sheriff or designee for an employee to use vacation days individually.

ARTICLE 11

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, including employee premium sharing.
- B. The County shall not change the health insurance coverage 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 September 1, 2010 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 September 1, 2010, 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 retirees 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 deductive 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 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 responsibilities of the County to pay for benefits remains limited to the original period of up to four (4) months.

ARTICLE 12

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 spouses and children to the end of the year in which they turn 19 years of age. 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 as 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 five year period).....	50%

ARTICLE 13

LONGEVITY

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 14

TRANSPORTATION

SECTION 1: Employees authorized and required to use privately owned automobiles in work connected activities shall be reimbursed for expenses incurred at the prevailing rate per mile. Transportation expenses shall be paid on a voucher which shall be submitted on a monthly basis or at such time and in such form as the employer may require.

SECTION 2: Any employee who uses his/her privately owned vehicle in the performance of official duties for the County Fire Marshal must offer proof of insurance to the Ocean County Employee Relations' - Risk Management Division before such use can be approved. Coverage must be in compliance with the State of New Jersey Department of Insurance regulations.

ARTICLE 15

CLOTHING MAINTENANCE

Each employee shall receive payment of Seven Hundred and Seventy-Five Dollars (\$775.00) per contract year for the maintenance of his/her clothing. Payments for uniform maintenance shall be made on or before June 1st of each calendar year. Eligible employees who work less than a full contract year shall receive this benefit on a pro-rated basis.

ARTICLE 16

TUITION REIMBURSEMENT

SECTION 1: 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 17

GRIEVANCE PROCEDURE

DEFINITIONS: A "grievance" is an allegation by any employee or the Local that a specific provision of this Agreement has been violated. These grievances only may be submitted to binding arbitration as a final step in the procedure. All other allegations that there has been a violation, a misinterpretation or misapplication of policies, rules and administrative decisions including disciplinaries may be submitted to all steps of the grievance procedure on these matters and will be final and binding. These non-contract grievances may not be submitted to binding arbitration.

A "grievant" is an employee who files a grievance.

"Representative" is a person or agent designated to represent either party in this procedure.

"Day" means a calendar day.

"Party of Interest" is a person, agent or agency with an interest in the grievance.

"Class Grievance" is a formal grievance by two (2) or more employees.

PROCEDURES:

- A. Grievances shall be processed promptly and expeditiously.
- B. Grievances shall be adjudicated according to the terms of this procedure, time or filing notwithstanding.
- C. Formal grievances and appeals shall be filed in writing.
- D. Communications and decisions concerning formal grievances shall be in writing.
- E. A grievant shall be permitted a representative at all levels of the procedure and witnesses as determined by the hearing officer, provided requests for such are filed two (2) work days prior to the hearing.
- F. There shall be no additional evidence submitted during the grievance process once a grievance has been submitted to the Fire Marshal.
- G. Failure by a grievant to process a grievance within the specified time limit shall render the grievance as settled in favor of the Fire Marshal.
- H. Failure by the Fire Marshal to issue a decision within the specified time limit shall render the grievance advanced to the next level.
- I. Class grievances shall be filed at Level 2 within ten (10) work days of

the occurrence of a class grievance.

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.

PROCESSING - TIME LIMIT: 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 limit specified may, however, be extended by mutual consent of the parties.

STEP 1 - IMMEDIATE SUPERVISOR AND/OR FIRE MARSHAL: An employee with a grievance shall first discuss it with his/her immediate superior and the Fire Marshal, either directly or through the Local's designated representative, with the object of resolving the matter informally. The grievant must initially discuss the grievance within fifteen (15) days of the occurrence of the grievance at this level. Failure to do so shall render the grievance a nullity.

STEP 2 - COUNTY SHERIFF: If the aggrieved person is not satisfied with the disposition of his/her grievance at Step 1, 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 Local 98 F.M.B.A. within five (5) working days after the decision at Step 1 or ten (10) working days after the grievance was presented, whichever is sooner. Within five (5) working days after receiving the written grievance, the Local shall refer it to the Sheriff.

STEP 3 - COUNTY ADMINISTRATOR: If the aggrieved party is not satisfied with the disposition of his/her grievance at Step 2 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 Local 98 F.M.B.A. submit his/her grievance to the County Administrator for disposition.

STEP 4 - ARBITRATION: Within ten (10) days, if the aggrieved party is not satisfied with the disposition of his/her grievance at Step 3, he/she may request in writing that the Local submit his/her grievance to Arbitration. If the Local 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 Sheriff and the Local 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 shall be in writing and shall be submitted to the County and the Local and 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 shall be borne equally by the County and the Local. Any other expenses incurred shall be paid by the party incurring same.

GENERAL PROVISIONS:

1. No prejudice will attend any party in interest by reason of the utilization or participation in the grievance procedure.
2. The filing, pendency or hearing of any grievance shall not impede the normal management of the work force or operation of any of the County's agencies.
3. All records of grievance processing shall be filed separately.
4. Forms for grievance processing shall be mutually agreed upon by the parties to the agreement.
5. Parties in interest will cooperate, in investigating and providing pertinent information concerning a grievance being processed.
6. Notice of hearings shall be made to the grievant at least forty-eight (48) hours in advance and such hearings shall be held on the County's premises.
7. During the presentation of a grievance there shall be no loss of pay for the time spent in presenting the grievance by the grievant and one (1) Local representative who is an employee of the Sheriff throughout the grievance procedure. However, no employee or official will be permitted to investigate or process grievances during working hours without the approval of the Sheriff.

RIGHTS OF EMPLOYEE TO REPRESENTATION

1. EMPLOYEE AND LOCAL: Any aggrieved person may be represented at all stages of the grievance procedure by himself/herself, or, at his/her option, by a representative selected or approved by the Local.
2. CLASS GRIEVANCE PROCESSING: If, in the judgment of the Local,

a grievance which is previously designated as a class grievance exists, the Local may submit such grievance in writing to the Sheriff and the processing of such grievance shall be commenced at Step 2. The Local may process such a grievance through all levels of the grievance, even though the aggrieved person does not wish to do so, provided the grievance is a contractual grievance.

3. WRITTEN DECISIONS: Decisions rendered at Step 1 which are unsatisfactory to the aggrieved person and all decisions rendered at Step 2 and 3 of the grievance procedures shall be in writing setting forth the decision and shall be transmitted to all parties in the interest and to the Local.

ARTICLE 18

MANAGEMENT RIGHTS

- A. The Sheriff hereby retains and reserves unto himself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in him prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States. Including, but not without limiting the generality of the foregoing, the following rights:
 1. All management functions and responsibilities which the Sheriff has not expressly modified or restricted by a specific provision of this Agreement.
 2. The right to establish and administer the policies and procedures related to personnel matters, departmental activities, employee training, departmental and work unit operational functions, performance of service and maintenance of the facilities and equipment of the employer.
 3. To reprimand, suspend, discharge or otherwise discipline employees for reasonable cause;
 4. To hire, promote, transfer, re-assign, layoff and recall employees to work;
 5. To determine the number of employees and the duties to be performed;
 6. To determine staffing patterns and areas worked, to control and

regulate the use of facilities, supplies, equipment, materials and other property of the Sheriff, County of Ocean and Office of the Fire Marshal;

7. To determine the number, location and operation of divisions, departments, units and all other work groups of the Sheriff, assignment of work, the qualifications required, the performance standards and the size of composition of the work force;
8. To make or change Fire Marshal rules, regulations, policies and resolutions consistent with the specific terms and provisions of this Agreement, consistent with New Jersey State Statutes.
9. And, otherwise, to generally manage the affairs of the Fire Marshal, attain and maintain full operating efficiency and to direct the work force.
10. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Fire Marshal, shall only be limited by the language of this clause; and it is agreed that these enumerations of management rights shall not be deemed to exclude other rights not enumerated.
11. In the 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 on behalf of the taxpayers and that the Sheriff cannot bargain away or eliminate any of its managerial rights.

ARTICLE 19

WORK CONTINUITY

- A. It is recognized that the need for the continued and uninterrupted operation of the Fire Marshal's Office and functions is of paramount importance to the citizens of the community and that there should be no interference with such operations.
- B. The bargaining agent and the employees covered by this Agreement covenant and agree that during the term of this Agreement neither the bargaining agent nor any member of the bargaining agent or any member of the bargaining unit, nor any person acting in its behalf will cause, authorize or support, nor will any of its members take part in a strike, (i.e. the concerted failure to report for duty or willful absence of any employee from his/her position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment) work stoppage, slow down, walk-out or other job action against the Sheriff and the County of Ocean.

- C. The Local agrees that it will do everything in its power to actively discourage any strike, work stoppage, slow down or other activity aforementioned including, but not limited to, publicly disavowing such action and directing all such members who participate in such activities to cease and desist from such activities immediately and to return to work, along with such other steps as may be necessary under the circumstances and to bring about compliance with its order.

ARTICLE 20

FULLY BARGAINED PROVISION

The employer and employees agree that they have fully bargained and agreed upon all the terms and conditions of employment and that this Agreement represents and incorporates the complete and final understanding and settlement by them of all bargainable issues which were or could have been the subject of negotiations.

ARTICLE 21

SEVERABILITY AND SAVINGS

If the provisions of this Agreement should be held invalid by the operation of law or by any tribunal or competent jurisdiction, including but not limited to, the New Jersey Civil Service Commission, or if compliance with or enforcement of any provision should be restrained by such tribunal pending a final determination as to its validity, such provisions shall be inoperative, but all other provisions shall not be affected and shall continue in full force and effect.

ARTICLE 22

PERSONAL DAYS

Each employee may be eligible for three (3) days Personal Leave, which may be used for personal business. Personal Leave days shall be considered as "earned" on January 1, May 1 and September 1 of each calendar year.

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 and Personal Leave shall not be accumulative. Employee's request for Personal Leave shall not be unreasonably denied.

In situations where there is a bereavement involving a family member not covered by the contract, members may utilize the balance of the yearly allotment whether earned or not.

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 23

WORK RULES AND REGULATIONS

The Sheriff may establish at his/her discretion and the discretion of his/her agents reasonable rules and regulations for the operation of the department.

ARTICLE 24

PERFORMANCE EVALUATION

The Sheriff reserves the right to establish a performance evaluation system and to conduct the performance evaluations of all personnel covered by this Agreement. Performance evaluations will be conducted by the appropriate supervisor and the employee will be provided with a copy of his/her performance evaluation.

Any employee who wishes to discuss his/her performance evaluation with the appropriate supervisor shall contact that supervisor for an appointment for such discussion.

ARTICLE 25

PRODUCTIVITY PROGRAMS

The employer and the employee agree to cooperate in all efforts by the County to increase productivity. They recognize that cooperation between management and employees is indispensable to the accomplishment of sound and harmonious labor negotiations. They further agree that the Ocean County Office of the Fire Marshal (i.e. Local 98) will assist the County whenever possible, in obtaining funding to implement productivity studies and programs. Towards that end, periodic staff meetings will be scheduled. The Union may request Staff Meetings and present agenda items.

ARTICLE 26

DUES CHECK-OFF

Effective upon execution of this Agreement, the Sheriff agrees, in accordance with NJSA 52:14-15.9(e) to deduct from the earnings of each employee, Local member dues when said employee has properly authorized such deduction in writing. The Local will indemnify, defend and save harmless the Sheriff and County against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Sheriff in reliance upon salary deduction authorization cards submitted by the Local to the Sheriff. The Sheriff will forward all dues deduction monies collected on a monthly basis to the Secretary-Treasurer of the Local. A list of the names of deductees will be forwarded annually by the Local.

ARTICLE 27

AGENCY SHOP

The Sheriff agrees in accordance with NJSA 34:13 A - 5.5 to 5.9 any employee who is a member of this bargaining unit on the effective date of this Agreement who is not a member of the certified bargaining agent organization shall pay an agency shop fee equal to 85% of the dues, initiation fees and special assessments of the bargaining agent. The bargaining agent agrees to save the employer harmless from any and all actions it takes under this Article.

ARTICLE 28

MAINTENANCE OF BENEFITS

Except as this Agreement shall otherwise expressly provide, all terms and conditions of employment applicable on the effective date of this Agreement as established by statute, regulation, administrative procedure, policies and practices shall be maintained and continued for the duration of this Agreement. Unless specifically provided in this Agreement, nothing contained herein shall be interpreted or applied so as to eliminate, reduce or otherwise detract from any benefit existing on the effective date of this Agreement.

ARTICLE 29

BEREAVEMENT LEAVE

- A. All employees will receive up to three (3) days leave in the event of the death of a 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, aunt, uncle of the employee; and any other member of the immediate household. Bereavement Leave days shall be consecutive and shall include the day of interment. All employees shall be entitled to one (1) day in the event of the death of a spouse's aunt, uncle or grandparent.
- B. 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 funeral services and must include one of the following days:

Date of death;

Any day of viewing;

Date of interment; or

Day of religious or memorial service.

- C. In no event shall any part of Bereavement Leave occur more than fifteen days from the date of death. Abuse of the bereavement provision shall be cause for disciplinary action. In special circumstances which may exceed fifteen (15) days from the date of death, requests for Bereavement Leave shall not be unreasonably denied.

ARTICLE 30

PERSONNEL FILES

- A. A personnel file shall be established and maintained for each employee covered by this Agreement. Such files are confidential records and shall be maintained in the Employee Relations Department and may be used for evaluation purposes.
- B. Upon advanced notice and at reasonable times, any member of the bargaining unit may review his/her personnel file. However, this appointment for review must be made through the Director of Employee Relations or his/her designated representative.
- C. All personnel files will be carefully maintained and safeguarded permanently and nothing placed in any file shall be removed therefrom.

ARTICLE 31

MINIMUM CALL-IN PAY

Employees required to return to work on an overtime basis shall receive a minimum of four (4) hours of overtime pay at time and one-half (1 1/2X) rate for each instance in which the employee is called upon to return to work beyond the forty (40) hours per week, notwithstanding that the actual time worked may be less than four (4) hours. The four (4) hour call in 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 completion of their regular shift.

In the instance where the employee is required to return to work on an overtime basis and has worked five (5) hours, the employee shall receive a minimum of eight (8) hours of overtime pay at time and one-half (1 1/2X) rate for each instance in which the employee is called upon to return to work beyond the forty (40) hours per week, notwithstanding that the actual time worked may be less than eight (8) hours. The five (5) hour call-in 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 completion of their regular shift.

Notwithstanding the above, in no event shall the employee be paid at the overtime rate for working during the employee's regularly scheduled working hours. In other words, the four (4) hour minimum overtime pay shall only be paid when the four hour period is outside the employee's regular shift. As an example, but not by way of limitation, if an employee is called upon to return to work at 6:00 A.M. and the employee's regular shift commences at 8:00 A.M., then the employee shall only be paid at the overtime rate for two (2) hours.

An employee shall be required to maintain appropriate records for their overtime as required by the employer.

ARTICLE 32

TERMINATION OF EMPLOYMENT

This article is procedural and is not meant to diminish the statutory rights of the County of Ocean as employer. Fire Marshals appointed to employment in the Ocean County Fire Marshal's Office shall be subject to the disciplinary procedures as set forth herein.

1. It is the responsibility of the immediate supervisor to enforce and maintain proper discipline. The employer recognizes a progressive disciplinary procedure will ordinarily be utilized. In certain severe instances it may be necessary for one or more preliminary steps of discipline to be by-passed wherein either a suspension or dismissal is imposed on an employee as specified by New Jersey Civil Service Commission. However, in no case will the option of immediate dismissal be exercised without consultation with the Director of Employee Relations by the Department Head. The following disciplinary procedures will apply, except in such cases where other actions are warranted.

Step One:

The supervisor will call to the employee's attention specific acts of unsatisfactory conduct or performance of duty and prepare a report for inclusion in the employee's personnel file.

Step Two: Written Reprimand

If an employee fails to improve following an interview, a Written Reprimand will be prepared by the immediate supervisor outlining in detail the unsatisfactory conduct and performance of duty. The original copy of reprimand will be furnished to the employee and a copy signed by him/her and acknowledged and a receipt of the Written Reprimand will be sent to the Department of Employee Relations for inclusion in the employee's personnel file.

Step Three: Suspension Without Pay

In any event where the conduct of an employee is such that a personal interview and a Written Reprimand would not be applicable for the conduct committed by the employee and it appears that a suspension is necessary upon approval of the Department Head and the Director of Employee Relations, a suspension letter will be issued to the employee. The letter will specify the reason for suspension and the length of time the employee will be suspended.

Step Four: Dismissal

In the event that unsatisfactory conduct, performance or the conduct in and of itself warrants dismissal, a dismissal notice will be issued in accordance with the rules and regulations of the New Jersey Civil Service Commission.

Step Five: Grounds for Disciplinary Action

Any one of the following shall be cause for termination although termination may be made for sufficient cause other than those listed. The following is not to be considered as an exhausted list of possible grounds for dismissal:

1. Neglect of duty
2. Incompetency or inefficiency
3. Incapacity due to mental or physical disability
4. Insubordination or serious breach of discipline
5. Intoxication while on duty
6. Chronic or excessive absenteeism

7. The commission of any criminal act or offense
8. Conduct unbecoming a public employee

It is specifically recognized by the employer and the employees that members of this bargaining unit are statutorily appointed for a set period. Nothing contained herein is to be interpreted in any way as to guarantee or tenure a position as Assistant Fire Marshal with the County of Ocean. It is clearly understood by the parties pursuant to N.J.S.A. 4A:14-1 that the Board of Chosen Freeholders by resolution appoints such Assistant Fire Marshals as they deem necessary and appoint a person or persons to hold such office for a term of three (3) years and as indicated aforementioned nothing contained in this article which is procedural in nature shall be construed to diminish the statutory rights of the County of Ocean through the County Board of Freeholders with reference to appointment or retention of Assistant Fire Marshals pursuant to statute.

ARTICLE 33

SALARY

- A. Effective April 1, 2010 the minimum salary of Assistant Ocean County Fire Marshals shall be \$31,500.
- B. Effective April 1, 2010 employees in the bargaining unit shall receive an increase of one point nine percent (1.9%), applied to their March 31, 2009 base salary.
- C. Effective April 1, 2011 employees in the bargaining unit shall receive an increase of two percent (2%), applied to their March 31, 2010 base salary.
- D. Effective April 1, 2012 employees in the bargaining unit shall receive an increase of two percent (2%) applied to their March 31, 2011 base salary.

DURATION

I

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed and attested this day of , 2010.

ATTEST:

OCEAN COUNTY BOARD OF
CHOSEN FREEHOLDERS

Betty Vasil
Clerk of the Board

James F. Lacey
Freeholder Director

WITNESS:

William L. Polhemus
Ocean County Sheriff

ATTEST:

F.M.B.A. Local 98

Robert D. Cook
Negotiating Team Member

Brian C. Mount
Negotiating Team Member

John P. Pasola
Negotiating Team Member

