

Contract no. 960

MEMORANDUM OF UNDERSTANDING

BETWEEN

COUNTY OF OCEAN

TEAMSTERS LOCAL UNION # 97

INSTITUTE OF MANAGEMENT LIBRARY
JUN 21 1991
RUTGERS UNIVERSITY

In order to formalize understandings which have been reached between Teamsters Local #97 representing Communication Operators in the Ocean County Sheriff's Department and the County of Ocean, the parties hereby consent and agree to the following provisions which amend and clarify Articles VIII and Articles IX of the 1989-1991 collective bargaining agreement previously negotiated.


1. New full-time provisional employees shall earn, but are not permitted to use, vacation and sick leave during the first three (3) months of employment, and shall have applicable vacation and sick leave credited to them retroactively to the first day of employment.

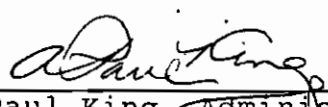
2. New full-time permanent employees shall earn vacation and sick leave from the first day of employment.

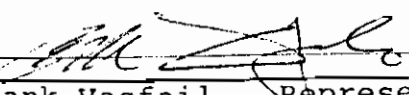
3. The following four employees are to be credited sick and vacation time to their date of hire: Dawn Dugmore, Karen Buckley, Kathy Fumara and Nina Pace.

4. Employees who are not retained at the conclusion of the three (3) month period shall not be entitled to the benefits set forth in the preceding paragraphs.

5. This Memorandum of Understanding resolves Grievance #T-91-04.


Walter Tomkins, Shop Steward


A. Paul King, Administrator


Frank Vasfail, Representative,
Local #97


Keith J. Goetting, Director
Employee Relations

5/30/91.
Date

ARTICLE III

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.

2. Level One - Division Commander (Captain) - An employee with a grievance shall first discuss it with his 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 grievance at Level One, or if no decision has been rendered within five (5) working days after the presentation of the grievance, he 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 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 may request in writing that the Union submit his 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 grievance at Level Three, he may request in writing that the Union submit his 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.

ARTICLE VI

NON - DISCRIMINATION

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

ARTICLE VII

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
Lincoln' s Birthday
Washington's Birthday
Good Friday
Memorial Day
Labor Day

Columbus Day
Veteran' s Day
General Election Day
Thanksgiving Day
Thanksgiving Friday

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 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 VIII

SICK LEAVE

A. Sick leave shall accumulate at the rate of one and one-quarter (1 1/4) days per month in the first year of service, commencing on the 1st 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-rata, 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 prorated basis, the per diem rate of pay for the excess days shall be deducted from the final pay.

ARTICLE X
LONGEVITY PAY

Longevity pay for all classified permanent employees covered by this agreement with ten (10) or more years of continuous and unbroken service to the County of Ocean will be based upon the schedule set forth below. This schedule is effective September 1, 1987:

10 years	3.5% of base salary
15 years	4.6% of base salary
20 years	5.7% of base salary
25 years	6.0% of base salary
30 years	7.0% of base salary

Effective January 1, 1992, 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 XI

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 in a work day or forty (40) hours in a work week. Sick days, legal holidays and vacation days constitute compensable days for the purposes of computing overtime. All other days, other than work days, sick days, legal holidays, and vacation days will not be utilized as compensable days for the computation of overtime. All overtime must be authorized by the Sheriff or his designee.

B. The Sheriff or his designee, at his 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 three (3) hours overtime (1 1/2x). The three (3) 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.

The County of Ocean will be financially responsible for the percentages of cost indicated next to each class of dental care service:

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

ARTICLE XIV

FAMILY PRESCRIPTION PLAN

Effective January 1, 1989, members of this bargaining unit, after the first of the month following three (3) full months of employment, shall also be eligible for a family prescription plan contracted for with Blue Cross/Blue Shield or other suitable provider. Coverage will be for the employee, spouse, and children to age 23 and will include oral contraceptives. Employees will be responsible for a \$2.00 co-pay per prescription.

ARTICLE XV

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", as administered by the Department of Insurance and Risk Management.

ARTICLE XVI

PERSONAL LEAVE

Each employee may be eligible for three (3) days Personal Leave, which may be used for personal business which cannot be conducted after the work day. The employee must have permission of his or her immediate supervisor before Personal Leave can be taken and Personal Leave time shall not be accumulative.

ARTICLE XX

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 XXI

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 XXII

BEREAVEMENT PROVISION

All employees shall have up to three (3) days leave in the event of the 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; and 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 employing authority may require proof of loss of a decedent whenever such requirement appears reasonable. Abuse of the Bereavement Provision shall be cause for disciplinary action.

ARTICLE XXIII

SENIORITY

A. Seniority shall be defined as an employee's length of unbroken continuous service with the Sheriff's Department. Seniority shall begin to accumulate from the employee's first day of employment as adjusted by a break in continuous service.

5. Any employee hired on or after 7/1/89, but before 4/1/90 will receive the Trainee or Operator minimum rate of pay. On 4/1/90 and 4/1/91, those individuals shall receive a salary increase of \$1,200.

ARTICLE XXVII

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.

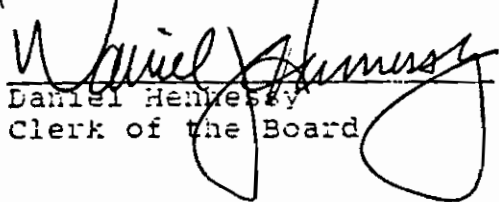
ARTICLE XXVIII

DURATION

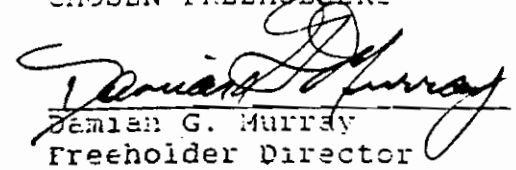
The duration of this Agreement shall be from July 1, 1989 through March 31, 1992, and its terms shall remain in full force and effect until a successor agreement is negotiated.

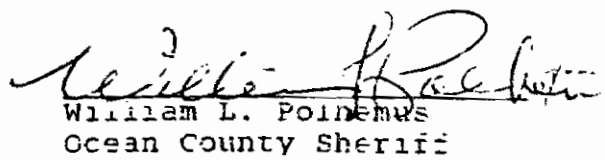
IN WITNESS WHEREOF, the parties have set their hands and seals this 6th day of December, 1989.

ATTEST:


Daniel Hennessy
Clerk of the Board

OCEAN COUNTY BOARD OF
CHOSEN FREEHOLDERS

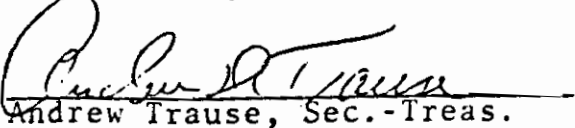

Benjamin G. Murray
Freeholder Director


William L. Poinemus
Ocean County Sheriff

ATTEST:

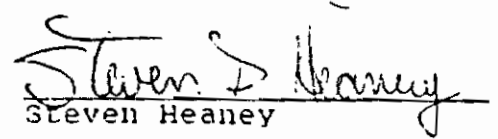
TEAMSTERS LOCAL 97 OF NJ

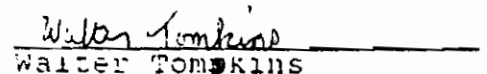

Arnold Ross, President


Andrew Trause, Sec.-Treas.

FOR TEAMSTERS Local -97


Frank S. Vasfallo


Steven Heaney


Walter Tompkins