

AGREEMENT

AMONG

THE OCEAN COUNTY BOARD OF CHOSEN FREEHOLDERS

AND

THE OCEAN COUNTY SHERIFF

AND

NEW JERSEY STATE POLICEMEN'S BENEVOLENT ASSOCIATION

LOCAL 379

REPRESENTING SHERIFF'S OFFICERS

AGREEMENT TERM: THREE YEARS

APRIL 1, 2010 THROUGH MARCH 31, 2013

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## TABLE OF CONTENTS

<u>ARTICLE</u>	<u>NAME</u>	<u>PAGE</u>
1	PURPOSE	1
2	RECOGNITION	1 - 2
3	MANAGEMENT RIGHTS	2
4	SALARIES	2 - 4
5	MAINTENANCE OF BENEFITS	4
6	UNIFORM MAINTENANCE ALLOWANCE	4
7	OVERTIME COMPENSATION	4 - 5
8	PERSONAL DAYS	5
9	HOSPITAL, SURGICAL, PRESCRIPTION AND MAJOR MEDICAL BENEFITS	5 - 6
10	VISION CARE PLAN	6
11	FAMILY DENTAL PLAN	6 - 7
12	HOLIDAYS	7 - 8
13	SICK LEAVE	8 - 9
14	VACATION LEAVE	9 - 10
15	ATTENDANCE AT ASSOCIATION MEETINGS	10
16	LONGEVITY	11
17	COLLEGE CREDIT	11 - 12
18	TUITION REIMBURSEMENT	12
19	NO STRIKE CLAUSE	12
20	GRIEVANCE PROCEDURE	12 - 15
21	SEVERABILITY CLAUSE	15
22	UNILATERAL CHANGES	15

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TABLE OF CONTENTS (Continued)

23	FULLY BARGAINED CLAUSE	16
24	NEGOTIATION OF A SUCCESSOR AGREEMENT	16
25	BEREAVEMENT LEAVE	16
26	SENIORITY	16 -17
27	AGENCY SHOP	17
28	CHECK OFF OF DUES	17
29	ON CALL, EXTRADITION AND K-9 ASSIGNMENTS	17 -18
30	PERSONNEL FILES	18
31	CEREMONIAL ACTIVITIES	18 -19
32	BULLETIN BOARD	19
33	WEATHER EMERGENCIES	19
34	DURATION	19
35	LAW ENFORCEMENT PROTECTION ACT	19 - 20
	APPENDIX A - SALARIES	21

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**AGREEMENT**

This Agreement, *executed* this \_\_\_\_\_ day of 2012, among the Ocean County Board of Chosen Freeholders and Ocean County Sheriff, hereinafter jointly referred to as "Employer", and the New Jersey State Policemen's Benevolent Association, Local 379, comprised of Ocean County Sheriff's Officers and for this particular Agreement, excluding Sergeants, Lieutenants and Captains as Superior Officers, and all other employees, which organization has been certified by the Public Employment Relations Commission as an appropriate bargaining unit, hereinafter referred to as the "Association" or "PBA". Whenever the term Sheriff's Officer 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 New Jersey State Policemen's Benevolent Association, Local 379 as the exclusive representative of all Ocean County Sheriff's Officers for the purpose of collective negotiations with respect to wages, hours, terms and other conditions of employment, for those Sheriff's Officers set forth in the certification to the Public Employment Relations Commission and employed by the County of Ocean and all the rules and regulations of the Civil Service Commission.

Now, Therefore, the County of Ocean, The Sheriff and the New Jersey State Policemen's Benevolent Association, Local 379 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 of Ocean and the Sheriff hereby recognize the New Jersey State P.B.A. as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for all permanent Sheriff's Officers, but excluding Sergeants, Lieutenants, Captains and all other County 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**

The Board and the Sheriff reserve to themselves and their agents full jurisdiction and authority over matters of policy, work rules and regulations, and retain the right, subject only to the specific limitations imposed by language of this Agreement, in accordance with applicable laws and regulations.

1. To direct the employees of the unit.
2. To hire, promote, transfer, assign and retain employees in positions in the unit and for just cause, to suspend, to demote, to discharge or to take other disciplinary action against employees.
3. To relieve employees from duties because of lack of work or for other legitimate reasons.
4. To maintain the efficiency of the operations of the County and the Sheriff's Department entrusted to the Board and the Sheriff's.
5. To determine the methods, means and personnel by which such operations are to be conducted.
6. To take whatever actions may be necessary to carry out the mission of the County and the Sheriff's Department in situations of emergency.
7. All rank and file Sheriff's Officers shall successfully complete the basic police academy training curriculum as a condition of employment in accordance with **N.J.S.A. 40A:9-117.6** and **N.J.S.A. 52:17B-66** et seq.

**ARTICLE 4**

**SALARIES**

- A. Base annual salaries for employees covered by this Agreement shall be set forth on Schedule A and A1 annexed. Movement on the guide is automatic and is diagonal, except at maximum step. The provisions of Article 4 shall be applicable to annual step guide movement in 2010-2011 and 2011-2012. The 2012-13 incremental increases shall be effective on December 1, 2012. The application of Article 4 shall be suspended effective January 1, 2013. This

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suspension shall be effective until the parties reach a voluntary agreement for a successor CNA or by the terms of an interest arbitration award.

- (1) Effective April 1, 2010, Step 8 on Appendix A, the Salary Guide, shall be increased by 2.0%. The \$1,500 Senior Officer differential shall be continued. All other steps shall be frozen.
  - (2) Effective April 1, 2011, Step 8 on Appendix A, the Salary Guide, shall be increased by 2.0%. The \$1,500 Senior Officer differential shall be continued. All other steps shall be frozen.
  - (3) Effective April 1, 2012, Step 8 on Appendix A, the Salary Guide, shall be increased by 2.0%. The \$1,500 Senior Officer differential shall be continued. All other steps shall be frozen. Article 4 shall be modified to make the "automatic incremental" salary increases effective December 1, 2012.
- B. Probationary employees shall be placed on Step 1 of the salary guide as of the one year anniversary date within the Department, even in those instances where an employee's actual probationary period has not yet been completed due to scheduling constraints. It is furthermore agreed that these probationary employees will receive any increases in the minimum salary which may have occurred during the interim period.

Examples: The following are examples of the automatic incremental salaries guide:

- a. EXAMPLE: Movement of probationary employees to step one (1) as referred to above.
- b. EXAMPLE: An Officer at step one (1) on the salary guide on March 31, 2010 shall move up the guide to step two (2) on April 1, 2010 at the salary specified for step two (2) of the 2010 contract year.
- c. EXAMPLE: An Officer at step two (2) on the salary guide on March 31, 2010 shall move up the guide to step three (3) on April 1, 2010 at the salary specified for step three (3) of the 2010 contract year.
- d. EXAMPLE: An Officer at step three (3) on the salary guide on March 31, 2010 shall move up the guide to step four (4) on April 1, 2010 at the salary specified for step four (4) of the 2010 contract year.

- e. EXAMPLE: An Officer at step four (4) on the salary guide on March 31, 2010 shall move up the guide to step five (5) on April 1, 2010 at the salary specified for step five (5) of the 2010 contract year.
- f. EXAMPLE: An Officer at step five (5) on the salary guide on March 31, 2010 shall move up the guide to step six (6) on April 1, 2010 at the salary specified for step six (6) of the 2010 contract year.
- g. EXAMPLE: An Officer at step six (6) on the salary guide on March 31, 2010 shall move up the guide to step seven (7) on April 1, 2010 at the salary specified for step seven (7) of the 2010 contract year.
- h. EXAMPLE: An Officer at step seven (7) on the salary guide on March 31, 2010 shall move up the guide to step eight (8) specified on April 1, 2010 at the salary specified for step eight (8) of the 2010 contract year.
- i. EXAMPLE: An Officer at the maximum step on the salary guide on March 31, 2010 shall move to the new or adjusted maximum step specified on April 1, 2010 of the 2010 contract year.
- j. The same shall apply in 2011.
- k. An Officer at step eight (8) on the salary guide on March 31, 2010 will stay at step eight (8) until he/she has completed fifteen (15) years and one (1) day of service as a sworn Ocean County Sheriff's Officer, at which time, his/her salary shall be increased by \$1,500.00 and they shall move to the Senior Officer Step, as evidenced in Appendix A.
- C. Effective April 1, 2012, all new hires will be hired pursuant to a new Salary Guide (Appendix A-1) which will include three additional steps. The twelve-month "Probation" step shall be eliminated and replaced by Step 1 which shall be a full, twelve-month step. Thus, the new Salary Guide shall have twelve steps to maximum. The new Step 1 shall be \$38,000. All other steps shall be equalized between Step 1 and Step 12, the maximum step of \$91,961. The Senior Officer differential shall be eliminated for new hires.
- D. All salary increases are fully retroactive to the above effective dates.

## ARTICLE 5

### MAINTENANCE OF BENEFITS

Except as specifically modified, deleted or changed by this Agreement, all benefits existing at the time of this Agreement shall continue in effect for the duration of this Agreement. Nothing contained herein shall be interpreted or applied so as to eliminate, reduce or detract from any employee benefit existing prior to this date.

## ARTICLE 6

### UNIFORM MAINTENANCE ALLOWANCE

- A. The County will issue a new Officer his/her uniform.
- B. Uniform specifications pertaining to weight, color, etc. will be determined by the Sheriff.
- C. All Sheriff's Officers shall maintain and wear the proper uniform as required by the Sheriff. If the Employer changes uniforms, the cost of the change shall be borne entirely by the Employer.

## ARTICLE 7

### OVERTIME COMPENSATION

- A. Overtime shall be compensated for at the rate of time and one-half for each hour actually worked in an overtime status. Overtime payment shall commence after completion of eight (8) hours work in a workday or forty hours in a workweek. Sick days, legal holidays, vacation days and personal days, constitute compensable days for the computation of overtime. All other days, other than workdays, sick days, legal holidays, vacation days and personal days, will not be utilized as compensable days for the purpose of computing overtime. All overtime must be authorized by the Sheriff or his/her designee.

Effective with the execution of the April 1, 2006-March 31, 2010 contract, sick time will not be utilized in the calculation of the forty (40) hour work week for overtime after the member has used more than ten (10) unexcused sick days in a calendar year. After December 31, 2006, the calendar year shall run from January 1 to December 31.

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

- C. Any Sheriff's Officer called to work will be guaranteed four (4) hours overtime, and if he/she works over five (5) hours, will be guaranteed eight (8) hours.
- D. The Sheriff shall endeavor to equally distribute overtime among all bargaining unit members. Division specific overtime will be equally distributed among all members of that Division, such as Court Security, CIU, K-9, Warrants/ID, etc. All overtime not unit specific, such as mutual aid, warrant raid and the like will be distributed through a single department wide overtime list (excluding CIU Road Detectives, Warrants Road Detectives, K-9 on call Officers and ID Officers). The list will be in order of seniority and Officers will have the option of signing the list.

**ARTICLE 8**

**PERSONAL DAYS**

Each employee will be granted three (3) personal days per annum. Requests for the use of a personal day must be submitted on the form provided by the Sheriff's Office at least forty-eight (48) hours before the commencement of leave. This leave may not commence if any emergency condition exists in the County as declared by the Sheriff or his/her designee.

**ARTICLE 9**

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

All full-time employees 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 the County employees through the New Jersey State Health Benefits Program as supplemented by NJ Local Prescription Drug Program and Chapter 88. P.L. 1974, as emended 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 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 January 1, 2013, 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. This applies to all types of retirements, including ~~disability~~ <sup>K16</sup>.

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- 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 of 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.
- F. 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.
- G. Effective June 1, 2012, the following changes will affect all new hires:
  - 1. Employees will be offered the NJ Direct 15 plan, or its replacement. New Hires may elect a higher level of coverage at their expense.
  - 2. Continuation of spousal coverage after the death of the retiree will no longer be offered at the County's expense.
  - 3. The County will no longer reimburse retiree Medicare Part B premiums.

#### ARTICLE 10

#### VISION CARE PLAN

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 11

#### FAMILY DENTAL PLAN

Members of this bargaining unit after the first of the month following three (3) full months of employment shall be eligible for a Family Dental Plan contracted for with Blue Cross/Blue Shield or other suitable dental care provider.

The Family Dental Plan will be made available to eligible employees, 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 per patient per benefit year to be paid by the employee, for use to the first three members of each family. However, this deductible is not applicable to preventative and diagnostic services as described below:

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 12**

**HOLIDAYS**

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

- |                        |                      |
|------------------------|----------------------|
| New Year's Day         | Labor Day            |
| Martin Luther King Day | Columbus Day         |
| Lincoln's Birthday     | General Election Day |
| Washington's Birthday  | Veteran's Day        |
| Good Friday            | Thanksgiving Day     |
| Memorial Day           | Thanksgiving Friday  |
| Independence Day       | Christmas Day        |

In the event any Officer covered by this Agreement is required by the Sheriff to perform duties on any of the holidays enumerated above or on Easter Sunday, whether scheduled or call-in situations, he/she shall be compensated as set forth bellow:

- A. All work performed on a holiday shall be compensated at a rate equal to two and one-half times (2 ½) the rate of pay which would apply on a normal workday. The eight (8) hours regular day's pay shall always count toward the 2 ½ X rate of pay. Specific examples follow:

Employee scheduled to work eight (8) hours on a holiday who actually works the eight (8) hours:

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8 hours (regular pay @ straight time)	=	8 hours
8 hours @ 1 ½ X	=	<u>12 hours</u>
TOTAL		20 hours

Employee scheduled to work eight (8) hours on a holiday who actually works 16 hours:

8 hours @ straight time	=	8 hours
8 hours @ 1 ½ X	=	12 hours
8 hours @ 2 ½ X	=	<u>20 hours</u>
TOTAL		40 hours

Employee not scheduled to work because of a holiday who is called in to perform 2 hours work:

8 hours @ straight time	=	8 hours
4 hours (min. call back) @ 1 ½ X	=	<u>6 hours</u>
TOTAL		14 hours

Employee not scheduled to work because of a holiday who is called in to perform 10 hours work:

8 hours @ straight time	=	8 hours
8 hours @ 1 ½ X	=	12 hours
2 hours @ 2 ½ X	=	<u>5 hours</u>
TOTAL		25 hours

### ARTICLE 13

#### SICK LEAVE

A. Sick leave shall accumulate at the rate of one and one-quarters (1 ¼) days per month in the first year of service, commencing on the 1<sup>st</sup> month or major portion thereof, from date 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 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 to the employee at the beginning of each successive calendar year.

Time 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. When an injury occurs on the job, the affected Officer shall be covered up to one (1) year at full pay. Sheriff's Officers who have returned to work on an unrestricted/full-time basis, and who are still receiving prescribed physical therapy as a result of their compensable accident, shall make all efforts to arrange to schedule such prescribed rehabilitation sessions during the Officer's off-duty hours. If this is not possible, due to the shift the Officer works, then they may attend the prescribed rehabilitation sessions during on-duty hours and may use sick time or any other leave entitled to them or may choose to be docked for the time.

B. 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 days at retirement on the basis of one-half (1/2) pay for each earned and unused sick day 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 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 14

### VACATION LEAVE

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 for each calendar month employed.
- B. For an employee who has served twelve (12) months and one (1) working day up to a total of forty-eight (48) months, twelve (12) working days.
- 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.
- D. For an employee who has served 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.
- E. For an employee who has served two hundred twenty-eight (228) Calendar months plus one (1) day, twenty-five (25) working days.

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.

- F. Bidding for vacations shall be based upon Civil Service seniority, provided it does not create a shortage of experienced Officers on a given shift.

**ARTICLE 15**

**ATTENDANCE AT ASSOCIATION MEETINGS**

1. The Sheriff shall grant time off without loss of pay to the Association President and State Delegate to attend any and all State, County Conference or Local Association meetings, which require attendance if he/she is scheduled for duty at the time of such meetings. It is intended that no more than two (2) delegates attend Policemen's Benevolent Association meetings during their normal working shift and further, there shall be more than two (2) days of such meetings in any given month. If possible, Association meetings should be scheduled for those delegates during their off-duty periods.

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2. The P.B.A. President or his/her designee shall be granted five (5) additional days per contract year to conduct union business.

3. The Sheriff agrees to grant necessary time off without loss of pay, including reasonable travel time to the members of the Association selected as Delegates to attend the State Conventions of the New Jersey State Policeman's Benevolent Association as provided under 4A:6-1.13. Not more than five (5) members, to include the State Delegate, President and one Alternate Delegate will be permitted to attend said Conventions. The leave shall be for a period inclusive of the duration of the Convention with a reasonable time allowed traveling to and from the Convention.

4. The Sheriff shall permit members of the Association Negotiating Committee to attend collective bargaining sessions during duty hours without the loss of pay. The negotiations committee shall consist of the Association's President, State Delegate and not more than three (3) members of the Association.

5. The Sheriff shall permit the Association one (1) Bulletin Board in the respective Sheriff's Department facilities for posting notice concerning Association business and activities dealing with the health, welfare and morale of the employees.

**ARTICLE 16**

**LONGEVITY**

Longevity pay for all classified permanent employees covered by this Agreement with seven (7) or more years of continuous and unbroken service to the County of Ocean 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

Effective April 1, 2012, the longevity schedule for new hires shall be as follows:

Completion of 15 years	-	2% of base rate
Completion of 20 years	-	4% of base rate
Completion of 25 years	-	6% of base rate

**ARTICLE 17**

**COLLEGE CREDIT**

A. Effective January 1, 2000, the Employer agrees to pay each employee covered by this Agreement, in addition to his/her annual salary, an educational incentive, payable in equal increments, as set forth below on the following basis:

1. For the Associate of Arts degree or sixty-two (62) college credits, Five Hundred Dollars (\$500.00).
2. For a Bachelor's Degree, or one hundred twenty-four (124) college credits, Eight Hundred Dollars (\$800.00).
3. For a Master's Degree, One Thousand Dollars (\$1,000.00).

B. Successful completion of the degree shall be evidenced by submission of any of the following documents:

1. A copy of the actual degree.
2. A copy of the employee's transcript, indicating that a degree has been awarded accompanied by a letter from the institution certifying the awarding of the degree.
3. Any certified institutional document that evidences the awarding of the degree.

C. Effective January 1, 2000, the foregoing payments shall be made with the regular paycheck totaling 26 payments per calendar year. The Officer must submit the proper documentation, of the applicable degree, to the Sheriff as outlined above. The Officer will begin to receive the appropriate stipend in their regular bi-weekly pay within thirty (30) days after notification is made to the Employer.

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**ARTICLE 18**

**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 19**

**NO STRIKE CLAUSE**

During the period of the time this Agreement is in effect and notwithstanding any change in existing law, the Association and its employees shall not have the right to engage in any slowdown, work stoppage, strike or similar type of activity. The method of resolving any disagreement concerning this Agreement or other elements of the employment relationship shall be covered by the procedure contained in this Agreement.

**ARTICLE 20**

**GRIEVANCE PROCEDURE**

A. Definitions:

A "grievance" is a claim by an Officer or the P.B.A. based upon the interpretation, application or violation of this Agreement, policies or administrative decisions and practices affecting an Officer or group of Officers. Minor discipline (5 days of suspension or equivalent fine or any lesser penalty) shall be covered by the grievance procedure.

An "aggrieved person" is the person or persons or the P.B.A. making the claim.

It is understood that the P.B.A. reserves its lawful right as the Exclusive Bargaining Agent to file a complaint or initiate a formal grievance without the consent or prior notification of the person or group of persons the P.B.A. deems afflicted by any disagreement and asserts its lawful right to enforce this Agreement by doing so.

1. The grievant(s) or the P.B.A. 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.

B. Purpose:

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

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C. 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 – Immediate Superior – An Officer with a grievance shall first discuss it with his/her immediate superior, either directly or through the Association'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 P.B.A. within five (5) 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 Association shall refer it to the Sheriff.
4. Level Three – County Administrator – If the aggrieved party is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within then (10) working days after the grievance was delivered to the Sheriff whichever is sooner, he/she may request in writing, that the P.B.A. 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 this grievance at Level Three, he/she may request in writing that the P.B.A. submit his/her grievance to arbitration. If the P.B.A. determines that the grievance is meritorious, it may submit the grievance to arbitration within twenty (20) days after receipt of a request 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 P.B.A. 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 then shall be bound by the rules and procedures of PERC.

The arbitrator's decision shall be writing and shall be submitted to the County and the P.B.A. 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 provisions 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 P.B.A. Any other expenses incurred shall be paid by the party incurring same.

#### Rights of Officers to Representation

1. Officers and P.B.A. – Any aggrieved person may be represented at all stages, except at Level One, of the grievance procedures by himself, or, at his/her option, by representative(s) selected or approved by the P.B.A. When an Officer is not represented by the P.B.A., the P.B.A. 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 P.B.A. 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 Level 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 P.B.A. 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 P.B.A. and given appropriate distribution so as to facilitate operation of the grievance procedure.
4. Meetings and Hearings – All meetings and hearings under the procedure shall not be conducted in public and shall include only

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such parties in interest and their designated or selected representatives, hereto referred to in this Article.

5. Sole and Exclusive Remedy – This grievance procedure shall be the sole and exclusive remedy for any issue arising out of the interpretation, application or violation of this Agreement, policies or administrative decisions and practices affecting an Officer or group of Officers.
6. Single Grievance – 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, single arbitrator shall be empowered to adjudicate all such grievances.

## ARTICLE 21

### 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 22

### 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 23

### 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.

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**ARTICLE 24**

**NEGOTIATION OF A SUCCESSOR AGREEMENT**

The parties shall commence negotiations for a successor contract no later than April 1, 2012.

**ARTICLE 25**

**BEREAVEMENT LEAVE**

All employees shall receive up to three (3) days in the event of the death of 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, common law spouse and other member of the immediate household. All employees shall be entitled to a leave of the one (1) day to attend the funeral of a spouse's aunt, uncle or grandparent. Such leave is separate and distinct from any other leave time. All such leave will not be taken until the immediate supervisor is notified of the instance of bereavement. Verification may be requested by the Department Head.

**ARTICLE 26**

**SENIORITY**

- A. Seniority shall be defined as an employee's length of unbroken continuous service with the Sheriff's Department. Seniority shall commence and begin to accumulate from the employee's first day of appointment by Ocean County as a duly sworn Sheriff's Officer as recognized by Civil Service standards and accordingly by any break in service.
- B. The seniority system shall be administered departmentally. An employee will carry his/her seniority from one section, division or unit of the department to another. Employees will not lose seniority rights if transferred from one title or duty assignment to another within the same rank.
- C. The Sheriff shall have the authority to designate employees to a sixty (60) day training period when filling a new position within the Sheriff's Department.
- D. The Sheriff shall, regardless of accumulated seniority of employee(s) in question, have the authority to make emergency transfers to positions where needed for a period not to exceed ninety (90) days.
- E. Officers shall have the right to bid for their shift as well as days off, when transferred into the division. The Sheriff shall retain the sole authority for the assignment of Officers to sections, divisions or units within the Departments.

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**ARTICLE 27**

**AGENCY SHOP**

The County and the P.B.A. agree that an Agency Shop provision as passed into Law CH 477 PL 1979 NJSA which grants the P.B.A. a representative fee of 85% of the Union dues for non-members shall be implemented and made part of this Agreement. The P.B.A. agrees to comply with all aspects of the law in the application of this statute as written.

**ARTICLE 28**

**CHECK OFF OF DUES**

The County agrees to deduct from the earnings of each member of the P.B.A., Association membership dues when said employee has properly authorized such deduction in writing. The Association will indemnify, defend and save harmless the 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 County, in reliance upon salary deduction authorization cards submitted by the Association to the County. Unless otherwise specified, the deductions enumerated above shall take place on a monthly basis.

**ARTICLE 29**

**ON CALL, EXTRADITION AND K-9 ASSIGNMENTS**

- A. Sheriff's Officers, when assigned by the Sheriff, to an on call duty status, shall be compensated in the amount of Two Hundred and Twenty-Five Dollars (\$225.00) per week for each week so assigned. Effective April 1, 2012, this shall be increased to Two Hundred and Forty Dollars (\$240.00) per week for each week so assigned.
- B. Sheriff's Officers performing extraditions shall in addition to their regular pay earn four (4) hours of overtime for each twenty-four (24) hour period that they are on duty.
- C. Sheriff's Officers, when assigned by the Sheriff, to the K-9 Unit shall receive Two Hundred and Seventy-Five Dollars (\$275.00) per month as on call pay. The parties recognize that the present practice shall remain, for the term of this Agreement. This practice includes full payment, by the Employer, for grooming, veterinary services, transportation and dietary supplies, for the canines, as well as all training being conducted during duty hours. The parties further recognize that should the present practice continue, the County would remain in compliance with the Fair Labor Standards Act regarding these issues, as referred to in the "Garcia

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Ruling." Effective April 1, 2012, this on call pay shall be increased to Two Hundred and Ninety Dollars (\$290.00) per month.

### ARTICLE 30

#### PERSONNEL FILES

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 Office of the Sheriff, and may be used for evaluation purposes.

Upon advance notice and at reasonable times, any member of the Department may at any time review his/her personnel file. However, this appointment for review must be made through the Sheriff or his/her designated representative.

Whenever a written complaint concerning an officer of his/her actions is to be placed in his/her personnel file, a copy shall be made available to him/her and he/she shall be given the opportunity to rebut it if he/she so desires, and he/she shall be permitted to place said rebuttal in his/her file. When the employee is given a copy of the complaint, the identification of the complainant shall be excised. However, if any disciplinary action is taken based on any complaint, then the employee shall be furnished with all details of the complaint, including the identify of the complainant.

All personnel files will be carefully maintained and safeguarded permanently, and nothing placed in any file shall be removed therefrom. Removal of any material from a personnel file by any member of the force shall subject that member to appropriate disciplinary action.

It is acknowledged that Ocean County Employee Relations also maintains an administrative set of files which the employee may arrange to review.

### ARTICLE 31

#### CEREMONIAL ACTIVITIES

In the event an Officer in another Department in the State of New Jersey is killed in the line of duty, the Employer will permit at least one (1) uniformed Officer of the County to participate in funeral services for the said deceased Officer.

Subject to the availability of same, the Employer will permit a County vehicle to be utilized by the members in the funeral service.

Officers participating in such funeral service shall not be entitled to any compensation during the time in which they are participating in said funeral service unless otherwise agreed to by the Sheriff.

**ARTICLE 32**

**BULLETIN BOARD**

The Employer will supply one (1) bulletin board for the use of the Association to be placed in a conspicuous location.

The bulletin board shall be for the use of the Association for the posting of notices and bulletins pertaining to Association business and activities or matters dealing with the welfare of employees.

No matter may be posted without receiving permission of the officially designated Association representative. Any bulletins deemed detrimental to the operation of the Department may be rejected for posting by the Sheriff. However, approval for posting shall not be unreasonably withheld.

**ARTICLE 33**

**WEATHER EMERGENCIES**

If the Board of Chosen Freeholders closes the County Offices due to inclement weather, any member of this bargaining unit required to work by the Employer shall receive an extra personal day as additional compensation for each full eight (8) hour shift worked.

**ARTICLE 34**

**DURATION**

The duration of this Agreement shall be from April 1, 2010 through March 31, 2013 and its terms shall remain in full force and effect until a successor agreement is negotiated.

**ARTICLE 35**

**LAW ENFORCEMENT PROTECTION ACT**

The provisions of Public Law 1996, Chapter 115, known as the Law Enforcement Officers Protection Act are attached hereto and incorporated herein as if set forth at length. P.B.A. bargaining unit members are acknowledged to be covered under the New Jersey "Law Enforcement Officers Protection Act".

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IN WITNESS WHEREOF, the parties have set their hands and seals this day of 22 October, 2012.

ATTEST:

OCEAN COUNTY BOARD OF CHOSEN FREEHOLDERS:

Betty Vasil  
Betty Vasil  
Clerk of the Board

Gerry P. Little  
Gerry P. Little  
Freeholder Director

OFFICE OF THE OCEAN COUNTY SHERIFF

WITNESS:

Michelle Thompson

William L. Polhemus  
William L. Polhemus, Sheriff

POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL #379

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Eric Skieczius, PRESIDENT 379  
Eric Skieczius, President 09/24/12  
SKIECZIUS

Vincent Cipully, Delegate 379  
Vincent Cipully, Delegate 9/24/12

*Handwritten initials*

## APPENDIX A

### SALARIES

(Applicable to Sheriff's Officers hired before April 1, 2012)

	<u>04/01/10</u>	<u>04/01/11</u>	<u>04/01/12</u>
Probation	\$41,839	\$41,839	\$41,839
Step 1	\$47,028	\$47,028	\$47,028
Step 2	\$51,981	\$51,981	\$51,981
Step 3	\$58,229	\$58,229	\$58,229
Step 4	\$64,638	\$64,638	\$64,638
Step 5	\$71,044	\$71,044	\$71,044
Step 6	\$77,371	\$77,371	\$77,371
Step 7	\$84,582	\$84,582	\$84,582
Step 8	\$88,390	\$90,158	\$91,961
Senior Officer	\$89,890	\$91,658	\$93,461

*Handwritten initials/signature*

APPENDIX A-1

SALARIES

(Applicable to Sheriff's Officers hired on or after April 1, 2012)

	<u>04/01/12</u>
Step 1	\$38,000
Step 2	\$42,905
Step 3	\$47,810
Step 4	\$52,715
Step 5	\$57,620
Step 6	\$62,525
Step 7	\$67,430
Step 8	\$72,335
Step 9	\$77,240
Step 10	\$82,145
Step 11	\$87,050
Step 12	\$91,961

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