

AGREEMENT

BETWEEN

THE OCEAN COUNTY BOARD OF CHOSEN FREEHOLDERS

AND

NEW JERSEY STATE POLICEMEN'S BENEVOLENT ASSOCIATION,

LOCAL 258

AGREEMENT TERM: FOUR YEARS

FROM APRIL 1, 2002 THROUGH MARCH 31, 2006

DATED: AUGUST 7th, 2002

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AGREEMENT

This Agreement, made this 7th day of August, 2002 between the Ocean County Board of Chosen Freeholders, hereinafter referred to as the "Employer", and the New Jersey State Policemen's Benevolent Association, Local 258, comprised of Ocean County Correction 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". Wherever the term Corrections 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 258, as the exclusive representative of all Ocean County Corrections Officers for the purpose of collective negotiations with respect to wages, hours, terms and other conditions of employment, for those Correction 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 and the New Jersey State Policemen's Benevolent Association, Local 258, 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 hereby recognizes New Jersey State PBA, Local 258, as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for all permanent Correction Officers, including Correction Officer Cook and Bilingual Correction Officer, but excluding: Sergeants, Lieutenants and 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

A. The Board reserves to themselves and its agents full jurisdiction and authority over matters of policy, work rules and regulations, and retains the right, subject only to the specific limitations imposed by the 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.
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 in situations of emergency.

B. Successful completion of the Recruit Basic Training Program is a "condition of employment" for all County Correction Officers. In the event that a new County Correction Officer is hired and does not successfully complete the Recruit Basic Training Program the first time, it is understood and agreed that he/she will be terminated from the position of County Correction Officer.

ARTICLE 4

SALARIES

A. There shall be across-the-board salary increases as follows: April 1, 2002, 3.75%; April 1, 2003, 3.75%; April 1, 2004, 3.75%; and April 1, 2005, 3.75%. The salary guide, therefore is as follows:

Salary Guide

A 3.75% increase at every step in every year of the Agreement. Movement on the guide is automatic and is diagonal, except at maximum step, in every year.

	<u>2002</u>	<u>2003</u>	<u>2004</u>	<u>2005</u>
Prob.	\$30,638	\$31,787	\$32,979	\$34,216
Step 1	\$34,581	\$35,878	\$37,223	\$38,619
Step 2	\$38,344	\$39,782	\$41,274	\$42,821
Step 3	\$43,089	\$44,705	\$46,382	\$48,121
Step 4	\$47,959	\$49,758	\$51,624	\$53,560
Step 5	\$52,826	\$54,807	\$56,863	\$58,995
Step 6	\$57,633	\$59,794	\$62,037	\$64,363
Step 7	\$63,111	\$65,478	\$67,933	\$70,481
Max	\$64,688	\$67,114	\$69,631	\$72,242

B. All Officers not at the maximum salary step shall automatically move to the next higher step of the salary guide, effective April 1, 2002. By way of example, individuals at Step 1 on March 31, 2002 shall move to Step 2 on April 1, 2002. The parties recognize that as of the date of the execution and implementation of this Agreement, such movement for April 1, 2002 has already taken place using, however, the old salary guide, so that appropriate adjustments shall be made consistent with the new salary guide.

C. 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 increase in the minimum salary which may have occurred during the interim period.

D. Examples: The following are examples of the automatic incremental salary guide:

- (1) EXAMPLE: Movement of probationary employees to step one (1) as referred to above.
- (2) EXAMPLE: An Officer at step one (1) on the salary guide on March 31, 2002 shall move up the guide to step two (2) on April 1, 2002 at the salary specified for step two (2) of the 2002 contract year.
- (3) EXAMPLE: An Officer at step two (2) on the salary guide on March 31, 2002 shall move up the guide to step three (3) on April 1, 2002 at the salary specified for step three (3) of the 2002 contract year.
- (4) EXAMPLE: An Officer at step three (3) on the salary guide on March 31, 2002 shall move up the guide to step four (4) on April 1, 2002 at the salary specified for step four (4) of the 2002 contract year.
- (5) EXAMPLE: An Officer at step four (4) on the salary guide on March 31, 2002 shall move up the guide to step five (5) on April 1, 2002 at the salary specified for step five (5) of the 2002 contract year.
- (6) EXAMPLE: An Officer at step five (5) on the salary guide on March 31, 2002 shall move up the guide to step six (6) on April 1, 2002 at the salary specified for step six (6) of the 2002 contract year.
- (7) EXAMPLE: An Officer at step six (6) on the salary guide on March 31, 2002 shall move up the guide to step seven (7) on April 1, 2002 at the salary specified for step seven (7) of the 2002 contract year.
- (8) EXAMPLE: An Officer at step seven (7) on the salary guide on March 31, 2002 shall move up the guide to the maximum salary step specified on April 1, 2002 at the salary specified for the maximum step of the 2002 contract year.

- (9) **EXAMPLE:** An Officer at the maximum step on the salary guide on March 31, 2002 shall move to the new or adjusted maximum step specified on April 1, 2002 of the 2002 contract year.
- (10) The same shall apply in 2003, 2004 and 2005.

E. Effective April 1, 2006, if no new Collective Negotiations Agreement has been negotiated and implemented as of that date, all Officers not at maximum shall automatically move to the next higher step of the salary guide, consistent with the practice set forth above which shall remain in effect until a successor Agreement is signed and implemented.

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. All Correction Officers, both uniformed and non-uniformed, shall receive clothing allowance payments pursuant to the following schedule:

1. Effective April 1, 2002 - \$575.00 per annum.
2. Effective April 1, 2003 - \$600.00 per annum.
3. Effective April 1, 2004 - \$625.00 per annum.
4. Effective April 1, 2005 - \$650.00 per annum.

Said monies will be disbursed on or about June 1st. Uniform specifications pertaining to weight, color, etc. will be determined by the Warden.

The County will reimburse a new officer for the purchase of his/her uniform.

B. All Correction Officers, both uniformed and non-uniformed, shall receive clothing maintenance allowance payments pursuant to the following schedule:

1. Effective April 1, 2002 - \$575.00 per annum.
2. Effective April 1, 2003 - \$600.00 per annum.
3. Effective April 1, 2004 - \$625.00 per annum.
4. Effective April 1, 2005 - \$650.00 per annum.

Payments for uniform maintenance shall be made semi-annually in two equal payments on or about June 1st, and on or about December 1st.

C. Any Correction Officer who is in a non-uniformed status more than six (6) continuous months out of any given year of this contract may secure Five Hundred Seventy-Five Dollars (\$575.00) for this uniform maintenance, to be increased to Six Hundred Dollars (\$600.00) April 1, 2003; to be increased to Six Hundred Twenty-Five Dollars (\$625.00) April 1, 2004 and to be increased to Six Hundred Fifty Dollars (\$650.00) as of April 1, 2005. Any Correction Officer out of uniform less than six (6) months of any given year of this contract shall receive the sum of One Hundred Eighty-Four Dollars (\$184.00) per year, to be increased to Two Hundred Forty Dollars (\$240.00) April 1, 2003; to Two Hundred Eighty-Four Dollars (\$284.00) April 1, 2004 and to Two Hundred Ninety-Five Dollars (\$295.00) April 1, 2005.

D. All Correction Officers shall maintain and wear the proper uniform as required by the Warden.

E. 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 (1 ½) 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 (40) hours in a work week. Sick days, legal holidays and vacation days, constitute compensable days for the computation of overtime. All other days, other than workdays, sick days, legal holidays and vacation days, will not be utilized as compensable days for the purpose of computing overtime. All overtime must be authorized by the Warden or his/her designee.

B. The Warden 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 is actually used as a compensable day for the purposes of computation of overtime.

C. Any Correction 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. All overtime shall be distributed as equally as possible among bargaining unit members.

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 Warden'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 Warden or his/her designee. Personal Days must not be utilized as compensable days for the purpose of computing overtime.

ARTICLE 9

HOSPITAL, SURGICAL, PRESCRIPTION AND MAJOR MEDICAL BENEFITS

A. Effective April 1, 2002, the County of Ocean shall provide medical coverage to County employees through the New Jersey State Health Benefits Program as supplemented by the N.J. Local Prescription Drug Program and Chapter 88 P.L. 1974, as amended by Chapter 436 P.L. 1981.

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

C. Eligible employees may change his/her coverage from the New Jersey State Health Benefits Program to an HMO, or vice versa, only during the announced open enrollment period 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.

D. When a member from this bargaining unit is granted the privilege of a leave of absence without pay for illness, health coverage under the articles providing for hospital, surgical, major medical, family dental plan and family prescription plan, 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.

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

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 \$1,000.00. There will be a \$25.00 deductible per patient per benefit year, to be paid by the employee, for up 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:

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

In addition, each full-time Officer 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.

In the event any Officer covered by this Agreement is required by the Warden 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 below:

A. All work performed on a holiday shall be compensated at a rate equal to two and one-half times (2-1/2 x) the rate of pay which would apply on a normal workday. The eight (8) hours regular day's pay shall always count toward the 2-1/2 x rate of pay. Specific examples follows:

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

8 hours (regular pay @ straight time)	= 8 hours
8 hours @ 1-1/2 x	= <u>12 hours</u>

TOTAL PAY 20 hours

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

8 hours @ straight time	= 8 hours
8 hours @ 1-1/2 x	= 12 hours
8 hours @ 2-1/2 x	= <u>20 hours</u>

TOTAL PAY 40 hours

3. Employee not scheduled because of a holiday who is called in to perform two (2) hours' work:

8 hours @ straight time = 8 hours
4 hours (min. call-back) @ 1-1/2 x = 6 hours

TOTAL PAY 14 hours

4. Employee not scheduled to work because of a holiday who is called in to perform ten (10) hours work:

8 hours @ straight time = 8 hours
8 hours @ 1-1/2 x = 12 hours
2 hours @ 2-1/2 x = 5 hours

TOTAL PAY 25 hours

ARTICLE 13

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 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.

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.

Days lost due to injury or illness arising out of or caused by County employment, for which the employee has a claim for Workers' Compensation, shall not be charged to Sick Leave. Paid holidays occurring during a period of Sick Leave shall not be chargeable to Sick Leave.

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 \$15,000.00. 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 (3) year period. The estates of unit members who die while still employed by the Board shall also receive the same benefits within the guidelines described above.

ARTICLE 14

EMPLOYEE SICK LEAVE LIABILITY REDUCTION PROGRAM

Purpose: The Employee Sick Leave Liability Reduction Program serves two primary purposes, one, encouraging employees to make judicious use of their annual sick leave allotment and two, continue to reduce liability associated with accrued employee leave time. This program becomes effective on January 1, 2003.

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

1. Be an active employee of the County of Ocean who has, NOT, at any time during the immediate preceding year, taken an unpaid leave of absence.
2. At time of application has been employed by the County of Ocean on a full-time basis, for a period of NOT less than twenty-four (24) months.
3. Be credited with at least two hundred and ten (210) hours of earned and unused sick leave on December 31st, of the year preceding the year during which payment is to be made.

Procedures: During January of each year, an eligible employee may request, in writing, on the prescribed form of relinquishment of a portion of his/her earned but unused sick leave for the preceding year. The form, upon completion, shall be submitted to the Department of Employee Relations. Under no circumstances shall the form be submitted later than January 31st of each year. A copy of the form shall be submitted to the employee's Department Head. Sick days relinquished shall be deducted from the accumulative sick leave total of the employee. Said relinquishment shall be in accordance with the following payment schedule:

Payment Schedule:

<u>Sick Leave Used</u>	<u>Days "Cashed In"</u>
No days	Up to ten days
One day	Up to nine days
Two days	Up to eight days
Three days	Up to seven days
Four days	Up to six days
Five days	Up to five days
Six days	Up to four days

Seven days	Up to three days
Eight days	Up to two days
Nine days	Up to one day
Ten or more days	No days

Compensation shall be computed at eighty-five percent (85%) of an employee's daily (XREG) wage as of December 31st of the preceding year in which application is made, times the number of days relinquished. Payment shall be made in the form of a payroll adjustment, subject to all appropriate deductions on or about May 15th of each year.

Sick Leave Accrual: Employees who either do not qualify for this Program or choose not to participate shall continue to earn, use and accumulate sick leave in accordance with Article 13 of this Collective Bargaining Agreement.

Commencement:

Program participation shall commence immediately for all employees who have met participation requirements as of December 31, 2002, provided, participation forms are submitted in a manner prescribed above no later than January 31, 2003.

ARTICLE 15

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 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) working 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.

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 16

JAIL PHYSICIAN

Correction Officers shall continue to receive diagnostic services in accordance with the existing practice when the Jail Physician is present.

ARTICLE 17

ATTENDANCE AT ASSOCIATION MEETINGS

A. It is intended that no more than two (2) delegates may attend Policemen's Benevolent Association meetings during their normal working shift and further, there shall not 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.

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

ARTICLE 18

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

ARTICLE 19

COLLEGE CREDIT

A. Effective January 1, 2002, 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 an 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, 2002, 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 Warden 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.

ARTICLE 20

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 21

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 22

GRIEVANCE PROCEDURE

A. Definitions

A "grievance" is a claim by an Officer or the PBA based upon the interpretation, application, or violation of this Agreement, policies or administrative decisions and practices affecting an Officer or group of Officers.

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

It is understood that the PBA 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 PBA deems afflicted by any disagreement and asserts its lawful right to enforce this Agreement by doing so.

1. The Grievant(s) or the PBA 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 the lowest possible level, equitable solutions to the problems which may from time to time arise affecting Officers. Both parties agree that these procedures will be kept as informal and confidential as may be appropriate at any level of the procedure.

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 - Warden - 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 PBA 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 Warden.

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 ten (10) working days after the grievance was delivered to the Warden, whichever is sooner, he/she may request in writing that the PBA 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 PBA submit his/her grievance to Arbitration. If the PBA 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 PBA 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 PBA 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 service 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 PBA. Any other expenses incurred shall be paid by the party incurring same.

D. Rights of Officers to Representation

1. Officers and PBA - Any aggrieved person may be represented at all stages, except at Level One, of the grievance procedures by himself/herself, or, at his/her option, by representative(s) selected or approved by the PBA. When an Officer is not represented by the PBA, the PBA 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 PBA or any other participant in the grievance procedure by reason of such participation.

E. 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 PBA. 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 PBA and given appropriate distribution so as to facilitate operation of the grievance procedure.

4. Meetings and Hearings - All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore 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, a single arbitrator shall be empowered to adjudicate all such grievances.

ARTICLE 23

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 24

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 25

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 26

NEGOTIATION OF A SUCCESSOR AGREEMENT

The parties shall commence negotiations for a successor contract no later than April 1, 2005.

ARTICLE 27

BEREAVEMENT LEAVE

A. All employees shall receive up to three (3) days 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, common law spouse and any other member of the immediate household. All employees shall be entitled to a leave of 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 Warden.

B. Any Bereavement Leave taken must be taken concurrently, and any part of Bereavement Leave must occur within fifteen (15) days from the date of death, absent exceptional circumstances.

C. Bereavement Leave is provided to allow eligible employees time to make necessary arrangements and attend funeral services, therefore, Bereavement Leave requests must include one of the following dates:

1. Date of death.
2. Any date(s) of viewing.
3. Date of interment.
4. Date of religious or memorial services.

ARTICLE 28

SENIORITY

A. Seniority shall be defined as an employee's length of unbroken continuous service with the Department of Corrections. Seniority shall commence and begin to accumulate from the employee's first day of appointment by Ocean County as a duly sworn Correction 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 Warden shall have the authority to designate employees to a sixty (60) day training period when filling a new position within the Department of Corrections.

D. The Warden 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 Warden shall retain the sole authority for the assignment of Officers to sections, divisions or units within the Department.

ARTICLE 29

AGENCY SHOP

The County and the PBA agree that an Agency Shop provision as passed into Law CH 477 PL 1979 N.J.S.A. which grants the PBA a representative fee of 85% of the Union

Dues for non-members, shall be implemented and made part of this Agreement. The PBA agrees to comply with all aspects of the law in the application of this statute as written.

ARTICLE 30

CHECK-OFF OF DUES

The County agrees to deduct from the earnings of each member of the PBA, 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 31

ON-CALL AND EXTRADITION ASSIGNMENTS

A. Correction Officers, when assigned by the Warden to an on-call duty status, shall be compensated in the amount of One Hundred Twenty-Five Dollars (\$125.00) per week for each week so assigned.

B. Correction 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.

ARTICLE 32

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 33

DURATION

The duration of this Agreement shall be from April 1, 2002 through March 31, 2006, and its terms shall remain in full force and effect until a successor agreement is negotiated.

ARTICLE 34

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.

ARTICLE 35

ON THE JOB INJURY POLICY

The County's on the job injury policy as it affects Officers represented by PBA Local 258 shall be modified, effective the date of the execution of this Collective Bargaining Agreement, to provide that when an injury occurs on the job the affected Officer shall now be covered for up to ninety (90) days at full pay. All other existing County policies relating to on the job injury benefits shall be continued.

IN WITNESS WHEREOF, the parties have set their hands and seals this 8th day of Aug., 2002.

ATTEST:

Daniel J. Messy

OCEAN COUNTY BOARD OF
CHOSEN FREEHOLDERS

By: *Joseph H. Vicari*
JOSEPH H. VICARI, Director

WITNESS:

Bernie C. Slusher

POLICEMEN'S BENEVOLENT
ASSOCIATION, LOCAL 258

By: *Eugene Marshall*
EUGENE MARSHALL, President

**ADDENDUM TO THE COLLECTIVE NEGOTIATIONS
AGREEMENT BETWEEN OCEAN COUNTY BOARD
OF CHOSEN FREEHOLDERS AND NEW JERSEY
STATE POLICEMEN'S BENEVOLENT ASSOCIATION,
LOCAL 258, THAT WAS DATED AUGUST 7, 2002**

The parties to this Addendum, the Ocean County Board of Chosen Freeholders and the New Jersey State Policemen's Benevolent Association, Local 258, agree to the following modifications to the April 1, 2002 through March 31, 2006 Collective Negotiations Agreement, which contract changes shall be effective April 1, 2004 and retroactive to that date:

ARTICLE IV

(SALARIES)

The parties have agreed to the following revised salary schedule which shall be effective for the time period beginning April 1, 2004 through March 31, 2006:

	<u>Effective 4/1/04</u>	<u>Effective 4/1/05</u>
Probation	\$34,472	\$35,764
Step 1	38,747	40,200
Step 2	42,828	44,434
Step 3	47,975	49,774
Step 4	53,256	55,253
Step 5	58,534	60,729
Step 6	63,747	66,137
Step 7	69,688	72,301
Maximum	71,398	74,075