

AGREEMENT

This Agreement, made this _____ day of March, 2007, 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 379A, comprised of Ocean County Sheriff's Superior Officers and for this particular Agreement, excluding Sheriff's Officers and Chief Sheriff's Officer 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 "SOA". Wherever the term Sheriff's Superior 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 379A as the exclusive representative of all Ocean County Sheriff's Superior Officers for the purpose of collective negotiations with respect to wages, hours, terms and other conditions of employment, for those Sheriff's Superior 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 379A mutually agree as follows:

ARTICLE I

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 II

RECOGNITION

A. UNIT

The County of Ocean and the Sheriff hereby recognize the New Jersey State SOA Local 379A as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for all permanent Sheriff's Superior Officers holding the rank of Sergeant, Lieutenant or Captain and excluding all Sheriff's Officers, Chief Sheriff's Officer 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 III

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.

ARTICLE IV

UNIFORM MAINTENANCE ALLOWANCE

A. The County will reimburse a new Officer for the purchase of his/her uniform. Uniform specifications pertaining to weight, color, etc. will be determined by the Sheriff.

B. All Sheriff's Superior 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 V

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 VI

HOSPITAL, SURGICAL, PRESCRIPTION AND MAJOR MEDICAL BENEFITS

A. Effective April 1, 1994, the County of Ocean shall provide medical coverage to County employees through the New Jersey State Health Benefits Program as supplemented by the NJ Local Prescription Drug Program and Chapter 88 P.L. 1974, as amended by Chapter 436 P.L. 1981. Qualified retirees shall be provided fully paid health insurance benefits pursuant to the provisions of Chapter 88, P.L. 1974 as the same may be amended from time to time. Health and Prescription Insurance coverage shall become effective after completing sixty (60) days of service with the County.

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 changed 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 article providing for hospital, surgical, major medical, family dental plan, and family prescription plan, will continue at County expenses 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 COBRA 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 calendar months.

ARTICLE VII

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 VIII

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 IX

HOLIDAYS

Each full time Superior 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 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 below:

A. All work performed on a holiday shall be compensated a rate equal to two and one-half times (2½) the rate of pay which would apply on a normal workday. The eight (8) hours regular day's pay shall always count toward the 2½ x rate of pay. Specific examples follow:

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 @ 1½ 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 @ 1½ x = | 12 hours |
| 8 hours @ 2½ 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) @ 1½ 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 @ 1½ x | = | 12 hours |
| 2 hours @ 2½ x | = | <u>5 hours</u> |
| TOTAL | | 25 hours |

ARTICLE X

SICK LEAVE

A. Sick leave shall accumulate at the rate of one and one-quarter (1¼) 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.

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.

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 (½) 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 XI

VACATION LEAVE

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

1. For an employee with no more than twelve (12) months of service, one (1) day for each calendar month employed.

2. 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.

3. 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.

4. 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.

5. For an employee who has served two hundred twenty-eight (228) calendar months plus one (1) day, twenty-five (25) working days.

B. 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.

C. 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 XII

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 XIII

OVERTIME AND CALL IN

A. Overtime shall be compensated at the rate of time and one half (1½) for each hour actually worked in an overtime status. Overtime payments shall commence after completion of eight (8) hours work in a work day or forty (40) hours in a work week. 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, personal days and vacation days, will not be utilized as compensable days for the purpose of computing overtime.

B. Those Officers who have completed their regular shift and are required to continue their tour of duty beyond eight (8) hours are entitled to additional compensation at the overtime rate for each hour worked beyond eight (8).

C. The Sheriff or their respective designee, 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 purposes of computation of overtime.

D. Any Officer who leaves his/her work station and is required to return to work from home will be guaranteed four (4) hours overtime at the applicable rate. If he/she works over five (5) hours, he/she will be guaranteed eight (8) hours overtime.

E. All overtime shall be distributed as equally as possible (per contract year) among bargaining unit members. Unit specific overtime will be equally distributed among all superior officers of that Unit, such as Court Security, CIU, K-9, Warrants/ID, etc. The Sheriff shall endeavor to assign all non-Unit specific overtime to the superior officers of the rank deemed necessary by the Sheriff who has the least cumulative overtime. (All overtime, whether non-Unit or Unit specific, equals a superior officer's cumulative overtime.)

ARTICLE XIV

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 an Associate of Arts degree or sixty-two (62) college credits, Five Hundred Dollars (\$500).
2. For a Bachelor's Degree, or one hundred twenty-four (124) college credits, Eight Hundred Dollars (\$800).

3. For a Master's Degree, One Thousand Dollars (\$1,000).

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 his/her regular bi-weekly pay within thirty (30) days after notification is made to the Employer.

ARTICLE XV

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 XVI

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 XVII

ON CALL, EXTRADITION AND K-9 ASSIGNMENTS

A. Sheriff's Superior Officers when assigned by the Sheriff to an on-call duty status, shall be compensated in the amount of One Hundred and Twenty-Five Dollars (\$125.00) per week for each week so assigned. The Sheriff shall determine if an officer is on-call. If the Sheriff elects to place officers on-call, he/she shall do on an equitable basis within the unit that is placed on-call. Effective upon execution of this Agreement, Superior Officers who are assigned to on-call shall receive no extra compensation.

This will not impact call-in pay, overtime, and other compensation contained within this Agreement.

B. Sheriff's Superior 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 Superior Officers when assigned by the Sheriff to the K-9 Unit shall receive Two Hundred Seventy-Five Dollars (\$275.00) per month as K-9 maintenance. The parties recognize that the present practice shall main, 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 Ruling".

ARTICLE XVIII

BEREAVEMENT LEAVE

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 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 XIX

CHECK OFF OF DUES

The County agrees to deduct from the earnings of each member of the SOA, 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 XX

AGENCY SHOP

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

ARTICLE XXI

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 XXII

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 XXIII

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 XXIV

GRIEVANCE PROCEDURE

A. **Definitions**

A "grievance" is a claim by an Officer or the SOA 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 SOA making the claim.

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

1. The grievant(s) or the SOA 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 which 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.

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 SOA 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 his/her 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 ten (10) working days after the grievance was delivered to the Sheriff, whichever is sooner, he/she may request in writing that the SOA 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 SOA submit his/her grievance to Arbitration. If the SOA determines that the grievance is meritorious, it may submit the grievance to arbitration within twenty (20) days after receipt of a request to arbitration and within twenty (20) days after receipt of a request by the aggrieved person.

a) Within ten (10) days after such written notice of submission to arbitration, the County and the SOA 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.

b) The Arbitrator's decision shall be in writing and shall be submitted to the County and the SOA and shall be final and binding on the parties.

c) 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.

d) 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 SOA. Any other expenses incurred shall be paid by the party incurring same.

D. Rights of Officers to Representation

1. Officers and SOA - 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 SOA. When an Officer is not represented by the SOA, the SOA 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 SOA, 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 SOA. 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 SOA 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, single Arbitrator shall be empowered to adjudicate all such grievances.

ARTICLE XXV

NEGOTIATION OF A SUCCESSOR AGREEMENT

The parties shall commence negotiations for a successor contract no later than April 1, 2010.

ARTICLE XXVI

SALARIES

A. Base annual salaries for employees covered by this Agreement shall be as follows and as set forth on Schedule A annexed:

1. Effective April 1, 2006, all employees covered by this Agreement shall receive a 4.0% increase to their March 31, 2006 base salary or a minimum annual salary of \$83,363 for Sergeants, \$91,805 for Lieutenants, and \$100,245 for Captains, whichever is greater.
2. Effective, March 22, 2007 the minimum annual salary for Sergeants shall be \$85,863, for Lieutenants, \$94,305 and for Captains, \$102,745.
3. Effective April 1, 2007, all employees covered by this Agreement shall receive a 4.0% increase to their March 31, 2007 base salary or a minimum annual salary of \$89,298 for Sergeants, \$98,077 for Lieutenants, and \$106,854 for Captains, whichever is greater.
4. Effective April 1, 2008, all employees covered by this Agreement shall receive a 4.0% increase to their March 31, 2008 base salary or a minimum annual salary of \$92,870 for Sergeants, \$102,000 for Lieutenants, and \$111,129 for Captains, whichever is greater.
5. Effective April 1, 2009, all employees covered by this Agreement shall receive a 4.0% increase to their March 31, 2009 base salary or a minimum annual salary of \$96,585 for Sergeants, \$106,080 for Lieutenants, and \$115,574 for Captains, whichever is greater.

ARTICLE XXVII

SENIORITY

A. Effective June 1, 2000 and every January thereafter all Sergeants and Lieutenants shall have the right to bid for shifts and days off, according to their respective seniority within the same rank. Bidding rights shall not be forfeited when transferred into a division within the Department.

B. The Sheriff shall retain the sole authority for the assignment of Superior Officers to sections, division or units within their respective Departments.

C. Seniority shall be defined as a Superior Officers' length of unbroken continuous service from the date of permanent appointment, in accordance with Civil Service Ranking.

ARTICLE XXVIII

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 XXIX

PERSONNEL FILES

A. A personnel file shall be established and maintained for each employee covered by this Agreement. Such files are confidential records and shall be maintained in the Office of the Sheriff, and may be used for evaluation purposes.

B. 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.

C. 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 identity of the complainant.

D. 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.

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

ARTICLE XXX

CEREMONIAL ACTIVITIES

- A. 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.
- B. Subject to the availability of same, the employer will permit a County vehicle to be utilized by the members in the funeral service.
- C. 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 XXXI

BULLETIN BOARD

- A. The employer will supply one (1) bulletin board for the use of the Association to be placed in a conspicuous location.
- B. 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.
- C. 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 XXXII

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 XXXIII

DURATION

The duration of this Agreement shall be from April 1, 2006 through March 31, 2010 and its terms shall remain in full force and effect until a successor Agreement is negotiated.

ARTICLE XXXIV

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. SOA bargaining unit members are acknowledged to be covered under the New Jersey "Law Enforcement Officers Protection Act".

ARTICLE XXXV

ASSOCIATION BUSINESS

- A. The Sheriff shall grant time off with pay to the SOA President or his/her designee to attend any and all State, County Conference, or Local SOA meetings, if he/she is scheduled for duty when the meetings are scheduled; not to exceed one (1) day per month.

- B. The SOA President or his/her designee shall be granted three (3) days off with pay per year to conduct SOA business.

- C. The Sheriff shall permit five (5) members of the SOA collective bargaining committee to attend all collective bargaining sessions without loss of pay.

- D. The Sheriff shall allow two (2) SOA selected delegates to attend State PBA conventions under the terms of N.J.S.A. 40A:14-177.

ARTICLE XXXVI

OUT OF COUNTY TRAVEL

All travel-related expenses shall be reimbursed pursuant to County policy provided the Superior Officer completes the approved County "Travel Authorization" form (M.B. 103). The travel policy may be modified at the discretion of the Board of Chosen Freeholders.

IN WITNESS WHEREOF, the parties have set their hands and seals this ____ day of _____ March, 2007.

ATTEST:

OCEAN COUNTY BOARD OF CHOSEN FREEHOLDERS

John P. Kelly, Freeholder Director

OFFICE OF THE OCEAN COUNTY SHERIFF

William L. Polhemus, Sheriff

WITNESS:

OCEAN COUNTY SHERIFF'S SUPERIOR OFFICERS ASSOCIATION, PBA LOCAL NO. 379A

Thomas Ryan, President

APPENDIX A SALARIES

| <u>RANK</u> | <u>4/1/2006</u> | Effective 03/22/007 The minimum salary shall be: | <u>4/1/2007</u> | <u>4/1/2008</u> | <u>4/1/2009</u> |
|----------------|-----------------|---|-----------------|-----------------|-----------------|
| CAPTAIN | \$100,245 | \$102,745 | \$106,854 | \$111,129 | \$115,574 |
| LIEUTENAN T | \$ 91,805 | \$ 94,305 | \$ 98,077 | \$102,000 | \$106,080 |
| SERGEANT | \$ 83,363 | \$ 85,863 | \$ 89,298 | \$ 92,870 | \$ 96,585 |

Table of Contents

| | | | |
|------|---|-----|---|
| | AGREEMENT..... | 1 | |
| | WITNESSETH..... | 1 | |
| I | PURPOSE..... | 1 | |
| II | RECOGNITION..... | 1 - | 2 |
| III | MANAGEMENT RIGHTS..... | 2 | |
| IV | UNIFORM MAINTENANCE ALLOWANCE..... | 2 | |
| V | PERSONAL DAYS..... | 3 | |
| VI | HOSPITAL, SURGICAL, PRESCRIPTION AND MAJOR MEDICAL BENEFITS..... | 3 - | 4 |
| VII | FAMILY DENTAL PLAN..... | 4 | |
| VIII | VISION CARE PLAN..... | 4 | |
| IX | HOLIDAYS..... | 5 - | 6 |
| X | SICK LEAVE..... | 6 | |
| XI | VACATION LEAVE..... | 7 | |
| XII | LONGEVITY..... | 7 | |

| | | |
|--------|---|---------|
| XIII | OVERTIME AND CALL IN..... | 8 |
| XIV | COLLEGE CREDIT..... | 8 - 9 |
| XV | TUITION REIMBURSEMENT..... | 9 |
| XVI | NO STRIKE CLAUSE..... | 9 |
| XVII | ON CALL, EXTRADITION AND K-9 ASSIGNMENTS..... | 9 - 10 |
| XVIII | BEREAVEMENT LEAVE..... | 10 |
| XIX | CHECK OFF OF DUES..... | 10 |
| XX | AGENCY SHOP..... | 11 |
| XXI | SEVERABILITY CLAUSE..... | 11 |
| XXII | UNILATERAL CHANGES..... | 11 |
| XXIII | MAINTENANCE OF BENEFITS..... | 11 |
| XXIV | GRIEVANCE PROCEDURE..... | 11 - 14 |
| XXV | NEGOTIATION OF A SUCCESSOR AGREEMENT..... | 14 |
| XXVI | SALARIES..... | 15 |
| XXVII | SENIORITY..... | 15 |
| XXVIII | FULLY BARGAINED CLAUSE..... | 16 |
| XXIX | PERSONNEL FILES..... | 16 |
| XXX | CEREMONIAL ACTIVITIES..... | 17 |
| XXXI | BULLETIN BOARD..... | 17 |
| XXXII | WEATHER EMERGENCIES..... | 17 |
| XXXIII | DURATION..... | 18 |
| XXXIV | LAW ENFORCEMENT PROTECTION ACT..... | 18 |
| XXXV | ASSOCIATION BUSINESS..... | 18 |
| XXXVI | OUT OF COUNTY TRAVEL..... | 19 |
| | APPENDIX A – SALARIES..... | 20 |

AGREEMENT

AMONG

THE OCEAN COUNTY BOARD OF CHOSEN
FREEHOLDERS

AND

THE OCEAN COUNTY SHERIFF

AND

NEW JERSEY STATE POLICEMEN'S BENEVOLENT
ASSOCIATION,
SUPERIOR OFFICERS
LOCAL NO. 379A

APRIL 1, 2006 THROUGH MARCH 31, 2010
