

AGREEMENT

Between

**The Ocean County Board of Chosen Freeholders
and
Ocean County Sheriff**

and

**Policemen's Benevolent Association,
Local 258**

Dated: April 1, 1994

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AGREEMENT

This Agreement, made this ____ day of April, 1994 between the Ocean County Board of Chosen Freeholders and Ocean County Sheriff, hereinafter jointly referred to as "Employer", and the Policemen's Benevolent Association, Local 258, comprised of Ocean County Sheriff's Officers and Corrections Officers, but 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 Sheriff's Officer or 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 Policemen's Benevolent Association as the exclusive representative for the purpose of collective negotiations with respect to wages, hours, terms and other conditions of employment, for those Sheriff's Officers or Correction Officers set forth in the certification to the Public Employment Relations Commission and employed by the County of Ocean and all rules and regulations of the Civil Service Commission.

NOW, THEREFORE, the County, Sheriff and the Association 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 and Sheriff hereby recognize PBA Local 258 as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for all permanent Sheriff's Officers and 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 III

MANAGEMENT RIGHTS

A. 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:

- a. To direct the employees of the unit.
- b. 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.
- c. To relieve employees from duties because of lack of work or for other legitimate reasons.
- d. To maintain the efficiency of the operations of the County and the Sheriff's Department entrusted to the Board and the Sheriff.
- e. To determine the methods, means and personnel by which such operations are to be conducted.
- f. To take whatever actions may be necessary to carry out the mission of the County and the Sheriff's Department 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 or she shall be terminated from the position of County Correction Officer.

ARTICLE IV

SALARIES

A. The following automatic incremental salary guide represented the salary guide in effect as of April 1, 1993:

Probationary	\$20,500.
Step 1	\$23,278.
Step 2	\$25,487.
Step 3	\$28,767.
Step 4	\$31,897.
Step 5	\$35,845.
Step 6	\$46,112.

B. Effective April 1, 1994, the following salary guide shall be implemented:

Probationary	\$23,278.
Step 1	\$25,487.
Step 2	\$28,767.
Step 3	\$31,897.
Step 4	\$35,845.
Step 5	\$39,897.
Step 6	\$43,949.
Step 7	\$48,000.

C. Effective April 1, 1994, each member of the bargaining unit who is at the \$25,487 (Step 2) step of the April 1, 1993 guide shall be placed at the \$28,767 step (Step 2) of the April 1, 1994 salary guide.

D. Effective April 1, 1994, each member of the bargaining unit who is at the \$28,767 (Step 3) step of the April 1, 1993 guide shall be placed at the \$31,897 step (Step 3) of the April 1, 1994 salary guide.

E. Effective April 1, 1994, each member of the bargaining unit who is at the \$31,897 (Step 4) step of the April 1, 1993 guide shall be placed at the \$35,845 step (Step 4) of the April 1, 1994 salary guide.

F. Effective April 1, 1994, each member of the bargaining unit who is at the \$35,845 (Step 5) step of the April 1, 1993 guide shall be placed at the \$39,897 step (Step 5) of the April 1, 1994 salary guide.

G. Effective April 1, 1994, each member of the bargaining unit who is at the \$46,112 (Step 6) step of the April 1, 1993 guide shall be placed at the \$48,000 step (Step 7) of the April 1, 1994 salary guide.

H. Effective April 1, 1995 the following salary guide shall be implemented.

Probationary	\$23,278.
Step 1	\$25,487.
Step 2	\$28,767.
Step 3	\$31,897.
Step 4	\$35,845.
Step 5	\$39,897.
Step 6	\$43,949.
Step 7	\$50,000.

I. Effective April 1, 1995, each member of the bargaining unit whose is at the \$28,767 (Step 2) step of the April 1, 1994 guide shall be placed at the \$31,987 step (Step 3) of the April 1, 1995 salary guide.

J. Effective April 1, 1995, each member of the bargaining unit whose is at the \$31,897 (Step 3) step of the April 1, 1994 guide shall be placed at the \$35,845 step (Step 4) of the April 1, 1995 salary guide.

K. Effective April 1, 1995, each member of the bargaining unit whose is at the \$35,845 (Step 4) step of the April 1, 1994 guide shall be placed at the \$39,897 step (Step 5) of the April 1, 1995 salary guide.

L. Effective April 1, 1995, each member of the bargaining unit whose is at the \$39,897 (Step 5) step of the April 1, 1994 guide shall be placed at the \$43,949 step (Step 6) of the April 1, 1995 salary guide.

M. Effective April 1, 1995, each member of the bargaining unit whose is at the \$48,000 (Step 7) step of the April 1, 1994 guide shall be placed at the \$50,000 step (Step 7) of the April 1, 1995 salary guide.

N. Effective April 1, 1996, the following guide shall be implemented:

Probationary	\$23,278.
Step 1	\$25,487.
Step 2	\$28,767.
Step 3	\$31,897.
Step 4	\$35,845.

Step 5	\$39,897.
Step 6A	\$43,949.
Step 6B	\$47,974.
Step 7	\$52,500.

O. Effective April 1, 1996, each member of the bargaining unit who is at the \$31,897 (Step 3) step of the April 1, 1995 guide shall be placed at the \$35,845 step (Step 4) of the April 1, 1996 salary guide.

P. Effective April 1, 1996, each member of the bargaining unit who is at the \$35,845 (Step 4) step of the April 1, 1995 guide shall be placed at the \$39,897 step (Step 5) of the April 1, 1996 salary guide.

Q. Effective April 1, 1996, each member of the bargaining unit who is at the \$39,897 (Step 5) step of the April 1, 1995 guide shall be placed at the \$43,949 step (Step 6A) of the April 1, 1996 salary guide.

R. Effective April 1, 1996, each member of the bargaining unit who is at the \$43,949 (Step 6A) step of the April 1, 1995 guide shall be placed at the \$47,974 step (Step 6B) of the April 1, 1996 salary guide.

S. Effective April 1, 1996, each member of the bargaining unit who is at the \$50,000 (Step 7) step of the April 1, 1995 guide shall be placed at the \$52,500 step (Step 7) of the April 1, 1996 salary guide.

T. Effective October 1, 1996, the following salary guide shall be implemented:

Probationary	\$23,278.
Step 1	\$25,487.
Step 2	\$28,767.
Step 3	\$31,897.
Step 4	\$35,845.
Step 5	\$39,897.
Step 6A	\$47,974.
Step 6B	\$52,500.
Step 7	\$52,500.

U. Effective October 1, 1996, each member of the bargaining unit who is at the \$43,949 (Step 6A) step of the April 1, 1996 salary guide shall be placed at the \$47,974 step (Step 6A) of the October 1, 1996 salary guide.

V. Effective October 1, 1996, each member of the bargaining unit who is at the \$47,974 (Step 6B) step of the April 1, 1996 salary guide shall be placed at the \$52,500 step (Step 6B) of the October 1, 1996 salary guide.

W. Effective April 1, 1997, the following salary guide shall be implemented:

Probationary	\$25,487.
Step 1	\$28,767.
Step 2	\$31,897.
Step 3	\$35,845.
Step 4	\$39,897.
Step 5	\$43,949.
Step 6	\$47,974.
Step 7	\$52,500.
Off-Guide	\$52,500. Plus C.O.L.A. (Cost of Living Adjustments)

X. Effective April 1, 1997, each member of the bargaining unit who is at the \$35,845 (Step 4) step of the April 1, 1996 salary guide shall be placed at the \$39,897 step (Step 4) of the April 1, 1997 salary guide.

Y. Effective April 1, 1997, each member of the bargaining unit who is at the \$39,897 (Step 5) step of the April 1, 1996 salary guide shall be placed at the \$43,949 step (Step 5) of the April 1, 1997 salary guide.

Z. Effective April 1, 1997, each member of the bargaining unit who is at the \$47,974 (Step 6A) step of the April 1, 1996 salary guide shall be placed at the \$52,500 step (Step 7) of the April 1, 1997 salary guide.

AA. Effective April 1, 1997, each member of the bargaining unit who is at the \$52,500 (Step 6B) step of the April 1, 1996 salary guide shall be moved "off-guide" and shall receive the cost of living adjustment computed pursuant to the formula set forth in Article CC which cost of living adjustment shall be effective April 1, 1997.

BB. Effective April 1, 1997, each member of the bargaining unit who is at the \$52,500 (Step 7) step of the April 1, 1996 guide shall be placed "off guide" which off guide step shall be calculated pursuant to the cost of living adjustment formula specified in Article CC below. All of the Officers referenced in AA and BB shall receive the same "off guide" salary calculations in accordance with the cost of living adjustment formula specified in Article CC.

CC. The Cost of Living formula referred to in subsections AA, BB and DD shall be determined by computing the average of the increases in the Cost of Living as determined by the Philadelphia-All Urban Consumer Price Index and the New York City-Northern New Jersey Consumer Price Index for the period between April 1, 1996 through March 31, 1997. For example, if the Philadelphia rate was 4% and the New York rate was 6% during the pertinent time period the average of the increases would be 5% which would be applied to the \$52,500 salary resulting in an increase to \$55,125.

DD. Effective October 1, 1997, each member of the bargaining unit who is at the \$52,500 (Step 7) step of the April 1, 1997 guide shall receive the same cost of living adjustment provided to the "off guide" Officers as of April 1, 1997 pursuant to the formula set forth in Article CC. Absent the hiring of new employees only approximately thirty (30) Officers will remain "on guide" as of October 1, 1997. All other Officers shall be paid at the maximum "off guide" rate.

EE. Effective April 1, 1998, if no new Collective Negotiations Agreement has been negotiated and implemented as of that date all Officers not at the maximum "off guide" salary step shall automatically move to the next higher step of the salary guide; e.g. individuals on Step 4 of the April 1, 1997 guide shall move to Step 5 while individuals at Step 5 of the April 1, 1997 guide shall move to Step 6.

FF. Correction Officers and Sheriff's Officers who have not completed their probationary period shall receive the probationary salaries that prevail at the time of their hire. The probationary salaries shall be \$23,278 until this rate is changed to \$25,487 as of April 1, 1997.

GG. Probationary employees shall be placed on Step 1 of the salary guide as of their one year anniversary date within the Department, even in those instances where an employees 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.

HH. The parties recognize that as of the time of the execution of this Agreement new Correction Officers may have been hired who are presently at the probationary step. The parties further recognize that during the lifetime of the Agreement it is anticipated that there will be other new Officers hired by the County whose specific salary placement status may not have been specifically accounted for in the foregoing subsections of Article IV. The parties therefore agree that the salary movement of all of these "new hires" or "future hires" will be determined consistently with the negotiated salary schedules set forth in Article IV. The parties further agree that these employees will advance on the salary guide consistent with the automatic incremental system in effect between the parties, as modified, where appropriate, by Article IV.

ARTICLE V

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 the new contract. 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 VI

UNIFORM MAINTENANCE ALLOWANCE

A. All uniformed Sheriff's Officers and Corrections Officers, both uniformed and non-uniformed, shall receive the sum of four hundred fifty dollars (\$450.00) per annum to purchase his/her own uniform. The County will reimburse a new officer for the purchase of his/her uniform. Said monies will be disbursed on or about June 1st. Uniform specifications pertaining to weight, color, etc. will be determined by the Sheriff/Warden.

B. All Sheriff's Officers and Corrections Officers, both uniformed and non-uniformed, shall receive the sum of four hundred and fifty dollars (\$450.00) per annum for uniform maintenance. Payment shall be made in the amount of two hundred twenty-five dollars (\$225.00) on or about June 1st, and in the amount of two hundred twenty-five dollars (\$225.00) on or about December 1st.

C. Any Sheriff's Officer and Corrections Officer who is in a non-uniformed status more than six (6) continuous months out of any given year of this contract may secure four hundred fifty dollars (\$450.00) for this uniform maintenance. Any Sheriff's Officer or Corrections Officer out of uniform less than six (6) months of any given year of this contract shall receive the sum of one hundred fifty dollars (\$150.00) per year.

D. All Sheriff's and Corrections Officers shall maintain and wear the proper uniform as required by the Sheriff/Warden.

E. If the employer changes uniforms, the cost of the change shall be borne entirely by the employer.

ARTICLE VII

OVERTIME PAY

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

B. The Sheriff or Warden or his designee, at his 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 purposes of computation of overtime.

C. Any Sheriff's Officer or Corrections 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 VIII

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 or 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 Sheriff or Warden or his designee. Personal Days may not be utilized as compensable days for the purpose of computing overtime.

ARTICLE IX

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 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 are changed periodically by the plan providers and that the County has no control over or any obligations regarding such changes.

C. Eligible employees may change his or 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 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 18 months may be purchased by the employee under the C.O.B.R.A. plan.

E. In the case of consecutive leaves of absences 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 X

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

ARTICLE XI

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 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 XII

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 Sheriff or Warden to perform duties on any of the holidays enumerated above or on Easter Sunday, whether scheduled or call-in situations, he shall be compensated as set forth below:

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

A. 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 @ 1½x	=	<u>12 hours</u>

TOTAL PAY 20 hours

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

8 hours @ straight time	=	8 hours
8 hours @ 1½x	=	12 hours
8 hours @ 2½x	=	<u>20 hours</u>

TOTAL PAY 40 hours

C. 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) @ 1½x	=	<u>6 hours</u>

TOTAL PAY 14 hours

D. 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 @ 1½x	=	12 hours
2 hours @ 2½x	=	<u>5 hours</u>

TOTAL PAY 25 hours

ARTICLE XIII

SICK LEAVE

A. Sick leave shall accumulate at the rate of one and one-quarter ($1\frac{1}{4}$) days per month in the first year of service, commencing on the 1st month or major portion thereof, from date of hire. It is assumed that the employee shall remain in the service of the County for the remainder of the calendar year, and the total number of sick days, pro-rata, shall be credited to the employee. If separation occurs before the end of the year, and more sick leave has been taken than apportioned on a prorated basis, the per diem rate of pay for the excess days shall be deducted from the final pay.

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 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.

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 \$12,000. 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 XIV

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) 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 or 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 or 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 XV

JAIL PHYSICIAN

A. Sheriff's Officers and Corrections Officers shall continue to receive diagnostic services in accordance with the existing practice when the Jail Physician is present.

B. Effective October 31, 1986, the practice of prescriptive relief previously permitted under the Jail Medical staff ended and no prescriptions may be provided to the members of this bargaining unit.

ARTICLE XVI

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 designee shall be granted five (5) additional days per contract year to conduct union business.

ARTICLE XVII

LONGEVITY

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

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

Effective January 1, 1992, longevity pay for all classified permanent employees covered by this Agreement will be based upon the schedule set forth below:

7 years	3.0% of base salary
12 years	4.6% of base salary
17 years	5.7% of base salary
22 years	6.5% of base salary
27 years	7.3% of base salary
32 years	8.0% of base salary.

ARTICLE XVIII

COLLEGE CREDIT

A. The employer agrees to pay each employee covered by this contract, in addition to his annual salary, an educational incentive, payable annually on July 1 of each year on the following basis:

1. For the Associate of Arts Degree or sixty-two (62) college credits, three hundred fifty dollars (\$350.00).
2. For a Bachelor's Degree, or one hundred twenty-four (124) college credits, six hundred dollars (\$600.00).
3. For a Masters Degree, eight hundred dollars (\$800.00).

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.

D. The Sheriff's or Corrections Officer must notify the Sheriff/Warden within sixty (60) days of the attainment and awarding of the degree. If the employee fails to notify the Sheriff/Warden within sixty (60) days of receiving the degree, then the employee will not receive the benefit added to his or her salary until sixty (60) days after the employee actually notified the Sheriff/Warden of the receipt of the degree.

ARTICLE XIX

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 XX

NO-STRIKE CLAUSE

During the period of 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 XXI

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 Association making the claim

1. The grievant 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 proceedings 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 immediate superior, either directly or through the Association's designated representative, with the objective of resolving the matter informally.

3. Level Two - County Sheriff/Warden - If the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within five (5) working days after the presentation of the grievance, he may file the grievance in writing with the PBA within five (5) working days after the decision at Level One or ten (10) working days after the grievance was presented, whichever is sooner. Within five (5) working days after receiving the written grievance, the Association shall refer it to the Sheriff or Warden.

4. Level Three - County Administrator - If the aggrieved party is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within ten (10) working days after the grievance was delivered to the Sheriff/Warden, whichever is sooner, he may request in writing that the PBA submit his grievance to the County Administrator for disposition.

5. Level Four - Arbitration - Within ten (10) days, if the aggrieved party is not satisfied with the disposition of his grievance at Level Three, he may request in writing that the PBA submit his 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 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 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 procedure by himself, or, at his 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 designate 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 an 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 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 XXII

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 XXXI

ON-CALL, EXTRADITION AND BLOODHOUND ASSIGNMENTS

A. Sheriff's Officers and Correction Officers, when assigned by the Sheriff/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. Sheriff's Officers and Corrections 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 and Corrections Officers when assigned by the Sheriff to the Bloodhound Unit shall receive one hundred ten dollars (\$110.00) on-call pay for each month so assigned.

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.

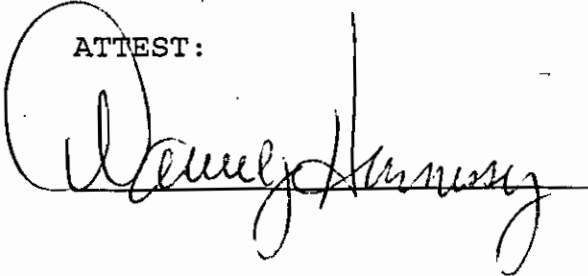
ARTICLE XXXIII

DURATION

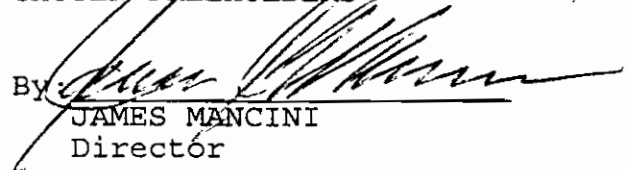
The duration of this Agreement shall be from April 1, 1994 through March 31, 1998, and its terms shall remain in full force and effect until a successor agreement is negotiated.

IN WITNESS WHEREOF, the parties have set their hands and seals this ____ day of April, 1994.

ATTEST:



OCEAN COUNTY BOARD OF
CHOSEN FREEHOLDERS



BY: _____
JAMES MANCINI
Director

WITNESS:

Janice Hitti-Howell

William L. Polhemus

WILLIAM L. POLHEMUS
Ocean County Sheriff

ATTEST:

Bernice C. Juber

POLICEMEN'S BENEVOLENT
ASSOCIATION, LOCAL 258

By: Joseph M. Valenti

MAY 10 2 55 PM '94