

# 954

**AGREEMENT**

**Between**

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

**and**

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

**Dated: June 19, 1996**

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## AGREEMENT

This Agreement, effective April 1, 1996, is made among the Ocean County Board of Chosen Freeholders, hereinafter referred to as the "Board"; the Ocean County Sheriff, hereinafter referred to as "Sheriff"; and the Policemen's Benevolent Association, Local #258, representing Sheriff's Superior Officers and Corrections Superior Officers, hereinafter referred to as the "Association", which organization has been certified by the Public Employment Relations Commission as an appropriate bargaining representative.

NOW, THEREFORE, the Board, Sheriff, and Association mutually agree as follows:

### ARTICLE I

#### PURPOSE

The purpose of this Agreement is to set forth herein negotiable terms and conditions of employment to be observed between the respective parties.

### ARTICLE II

#### RECOGNITION OF UNION

The Board and Sheriff, both public employers having offices on Hooper Avenue, Toms River, New Jersey, hereby recognize PBA Local #258 as the exclusive and sole representative for collective negotiations with respect to wages, hours, grievances, and other terms and conditions of employment for all Sheriff's Superior Officers and Corrections Superior Officers holding the rank of Sergeant, Lieutenant, or Captain; and excluding all Sheriff's and Corrections Officers, Deputy Warden, Chief Sheriff's Officer, and all other County employees. Wherever the term "Superior Officer" is used in this Agreement, that term is intended to apply to both Sheriff's Superior Officers and Corrections Superior Officers. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by the 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 employees of the Sheriff's Department and Department of Corrections.

2. To hire, promote, transfer, assign and retain employees in positions in the Sheriff's Department and Department of Corrections, and for just cause, to suspend, 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 Sheriff's Department and Department of Corrections entrusted to the Sheriff and the Warden, respectively.

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 Sheriff's Department or Department of Corrections in situations of emergency.

#### ARTICLE IV

#### UNIFORM AND MAINTENANCE ALLOWANCE

A. There shall be paid to each Sheriff's Superior Officer and Corrections Superior Officer the following allowances:

<u>Contract Year</u>	<u>Uniform</u>	<u>Maintenance</u>
1996-97	\$450.00	\$450.00
1997-98	\$450.00	\$450.00

Uniform purchase money of \$450.00 to be prorated accordingly. Uniform maintenance money of \$225.00 to be paid on May 1st, first half. Uniform maintenance money of \$225.00 to be paid on November 1st, second half. Uniform specifications pertaining to weight, color, etc. will be determined by the Sheriff or Warden. However, in the case of the Bloodhound Unit, the allowance shall be \$500.00 per year.

B. All Sheriff's Superior Officers and Corrections Superior Officers shall maintain and wear the proper uniform as required by the Sheriff or Warden.

C. Notwithstanding the provisions of Article VI, paragraph A to the contrary, for a one-year period of time only (i.e. - April 1, 1996 - March 31, 1997), all Corrections Superior Officers shall forego and not receive the \$450.00 Uniform Maintenance Allowance provided by Article IV, paragraph A of this Agreement.

## ARTICLE V

### PERSONAL LEAVE

Each member of this bargaining unit shall be entitled to a total of three (3) days per year with pay for personal business, subject to prior approval by the Department Head. Personal Days must be used in increments of one (1) full day, may not be carried forward into the next calendar year, and may be utilized as compensable days for the purpose of computing overtime. This leave may not commence if any emergency condition exists in the County as declared by the Sheriff or Warden.

## ARTICLE VI

### HOSPITAL, SURGICAL AND MAJOR MEDICAL PRESCRIPTION AND RETIREMENT BENEFITS

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. 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.

The County shall not change the health insurance coverages referred to in this Article VI 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.

An eligible employee may change his or her coverage from traditional type of coverage to the P.P.O. or to an HMO, or vice versa, only during the announced open enrollment period for each year after having been enrolled in the former plan for a minimum of one (1) full year. Regardless of this election, employees are specifically ineligible for any deductible reimbursement.

When a member from this bargaining unit is granted the privilege of a leave of absence without pay for illness, health coverage will continue at County expense for the balance of the calendar month in which the leave commences plus up to three (3) additional calendar months next following the month in which the leave commences. After that time has elapsed, if necessary, coverage for an additional period of eighteen (18) months may be purchased by the employee under the C.O.B.R.A. plan.

In the case of consecutive leaves of absences without pay, it is understood and agreed that the responsibilities of the County to pay for benefits remains limited to the original period of up to four (4) 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 age 19 and will be experience-rated. 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 preventive and diagnostic services as described below.

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

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

ARTICLE VIII

VISION CARE

Vision care benefits will be afforded to all members of the bargaining unit in accordance with the provisions set forth in the "Guidelines for Ocean County Vision Service Plan", as administered by the Department of Insurance and Risk Management.



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	Election Day
Good Friday	Thanksgiving Day
Memorial Day	Thanksgiving Friday
Labor Day	

In addition, each full-time Superior 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 Superior 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, shall be compensated as set forth below:

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

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

8 hours (regular pay) @ straight time	=	8 hours
8 hours @ 1 1/2x	=	<u>12 hours</u>
<b>TOTAL PAY</b>		<b>20 hours</b>

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

8 hours @ straight time	=	8 hours
8 hours @ 1/12x	=	12 hours
8 hours @ 2 1/2x	=	<u>20 hours</u>
<b>TOTAL PAY</b>		<b>40 hours</b>

- 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) @ 1 1/2x	=	<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 @ 1 1/2x	=	12 hours
2 hours @ 2 1/2x	=	<u>5 hours</u>
TOTAL PAY		25 hours

## ARTICLE X

### SICK LEAVE

Sick leave shall accumulate at the rate of one and one-quarter (1 ¼) days per month in the first year of service, commencing on the first month or major portion thereof from day 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, prorated, shall be credited to the employee. If separation occurs before the end of the year and more sick leave has been taken than appropriated 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.

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 \$12,000. Employees are responsible for following all of the conditions and controls of this policy and all pertinent forms must be submitted 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.

### SICK LEAVE BUY-BACK PROGRAM

Purpose: The purpose of the Sick Leave Buy Back Program is to encourage employees to make

judicious use of their annual sick leave allotment by providing a financial incentive.

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

1. Must be an active employee of the County of Ocean or on an approved leave of absence without pay.
2. Must not be in calendar year of retirement.
3. Must have been employed by the County of Ocean not less than five (5) full years at the time of application.
4. Must be credited with at least four hundred eighty (480) hours of earned and unused sick leave as on December 31st of the year preceding the year during which payments will be made.
5. Must have used not more than fifty-six (56) hours of sick leave during the calendar year which concludes on December 31st of the year preceding the year during which payments will be made.

How the Program Works:

1. During January of each year , an eligible employee may request in writing (on a form designed for that purpose) that he/she be compensated for between thirty-two (32) and sixty-four (64) hours (inclusive) of earned and unused sick leave.
2. Compensation shall be computed at the rate of sixty-five percent (65%) of the daily base wage on the date of application times the number of hours to be surrendered. Payment in the form of a payroll adjustment, subject to all appropriate deductions, shall be made on or about May 15th each year.
3. Employees who either do not qualify for this Program or choose not to participate in it shall continue to earn, use, and accumulate sick leave in accordance with Civil Service rules and regulations.

ARTICLE XI

VACATION TIME

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 - 12 working days.

C. For an employee who has served forty-eight (48) months and one (1) day up to one hundred and thirty-two (132) months - fifteen (15) working days.

D. For an employee who has served one hundred and thirty-two (132) months and one (1) day up to two hundred and twenty-eight (228) months - twenty (20) working days.

E. For an employee who has served two hundred and twenty-eight (228) months and (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 Board shall have unused vacation time paid to him/her; this shall be on a pro-rated basis if separation of service occurs. Unearned vacation time used will be deducted from the employee's last pay along with any other unearned time that the employee has utilized.

## ARTICLE XII

### LONGEVITY PAY

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 (1 1/2x) 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.

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 Warden, 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. Effective January 1, 1995, if he/she works over five (5) hours, will be guaranteed eight (8) hours overtime.

## ARTICLE XIV

### EDUCATION

#### A. Tuition Reimbursement

Permanent full-time employees may be eligible for tuition reimbursement of eighty percent (80%) of tuition costs up to five hundred dollars (\$500.00) per semester or one thousand dollars (\$1,000.00) per contract year.

Under no circumstances shall the employer be obligated to reimburse for any educational expense except tuition; with travel, fee, textbooks, materials, and other non-tuition items specifically excluded.

The Department Head will approve of the courses in advance and certify that they are directly related to improving the performance of the County employee in his/her job classification and that funds exist in the departmental budget for the expenses to be incurred. Courses taken will be offered by institutions of higher learning in New Jersey, vocational and adult schools, the Public Service Institute, and other courses sponsored by Federal, State and Local Governments.

Reimbursement will be contingent upon successful completion of the course as evidenced by a certificate or grade report which will accompany the voucher. Successful completion is defined as a final grade of "C" or better.

Except in unusual circumstances, approval will not be granted for courses which will require the employee to be absent during normal work hours for County employees.

A candidate for an Associate Degree, Bachelors Degree, or Advanced Degree who expects

at least 50% of the expenses to be borne by the Ocean County government will be required to sign an agreement indicating that he/she will not leave the employment of the County Government for a one-year period after receiving that degree.

B. Educational Stipend

On July 1st of each year during the term of this Agreement, the employer agrees to pay an educational stipend to all eligible members on the following basis:

1. For an AA Degree or 62 college credits - \$ 500.00
2. For an BA Degree or 124 college credits - \$ 800.00
3. For a Master's Degree - \$1,000.00

This payment shall be in addition to salary and subject to all appropriate payroll deductions. Possession of the necessary academic credentials shall be provided in a manner deemed satisfactory by the Sheriff or Warden. Those who obtain the necessary academic credentials subsequent to July 1st or those who do not make the employer aware by June 15th that they qualify for this benefit shall be ineligible to receive it until the following July 1st.

ARTICLE XV

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, sick-out, strike or similar type of activity. The sole 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 XVI

ON-CALL-EXTRADITION, BLOODHOUND

Sheriff's Superior Officers, when assigned by the Sheriff 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.

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.

Sheriff's Superior Officers, when assigned by the Sheriff to the Bloodhound Unit, shall be compensated in the amount of one hundred ten dollars (\$110.00) per month for each month so assigned.

## ARTICLE XVII

### BEREAVEMENT PROVISION

All employees shall have up to three (3) days leave in the event of the death of a spouse, common-law spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother, brother-in-law, sister, sister-in-law, grandparent, grandchild, uncle or aunt of the employee; and any other member of the immediate household. One (1) day leave will be given to attend the funeral services of a spouse's aunt, uncle, or grandparent.

Such leave will not be taken until the immediate supervisor is notified of the instance of bereavement. The employing authority may require proof of loss of a decedent whenever such requirement appears reasonable. Abuse of the Bereavement Provision shall be cause for disciplinary action.

## ARTICLE XVIII

### DUES CHECKOFF

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

## ARTICLE XIX

### AGENCY SHOP

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

ARTICLE XX

SEVERABILITY CLAUSE

If any part, clause, portion or article of this Agreement is subsequently deemed by a Court of competent jurisdiction to be illegal, such clause, portion or Article may be deleted and that the remainder of the Agreement not so affected shall continue in full force and effect absent the affected clause.

ARTICLE XXI

UNILATERAL CHANGES

There shall not be any unilateral changes in the terms and conditions of this Agreement. Any changes made in this Agreement may be done with the mutual consent of the parties.

ARTICLE XXII

MAINTENANCE OF BENEFITS

Except as modified, deleted, or changed, this Agreement shall continue all employee benefits existing prior to execution 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 that date, except as specified herein.

ARTICLE XXIII

GRIEVANCE PROCEDURE

I. Definitions

A. A "grievance" is a claim by an officer of the P.B.A. based upon the interpretation, application, or violation of this Agreement, policies or administrative decisions and practices affecting an officer or group of officers.

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

C. The grievant or the P.B.A. must file a grievance within fifteen (15) days of its occurrence.

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.



## II. Procedures

A. Time Limit - The number of work days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limit specified may, however, be extended by mutual consent of the parties.

B. 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.

C. Level Two - County Sheriff or 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.

D. 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 twenty (20) working days after the grievance was delivered to the Sheriff or Warden, whichever is sooner, the grievance shall be advanced to the Ocean County Administrator.

E. 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 within twenty (20) days after receipt of a request by the aggrieved person.

F. 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 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.

G. 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.

H. 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.

I. 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.

## III. Rights of Officers to Representation

A. 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 view at all stages of the grievance procedure.

B. Reprisals - No reprisals of any kind shall be taken by the Sheriff (Board) 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.

#### IV. Miscellaneous

A. Written Decision - Decisions rendered at Level One which are unsatisfactory to the aggrieved person and all decisions rendered at Levels 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 that section.

B. 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.

C. 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.

### ARTICLE XXIV

#### SALARY

##### A. Sergeants

1. Effective April 1, 1996, all Sheriff's Officer Sergeants shall be paid \$4,000.00 above the top Sheriff Officer/ Corrections Officer's salary in effect on that date.

2. Effective May 1, 1996, all Corrections Officer Sergeants shall be paid \$4,000.00 above the top Sheriff Officer/ Corrections Officer's salary in effect on April 1, 1996.

##### B. Lieutenants

1. Effective April 1, 1996, all Sheriff's Officer Lieutenants shall be paid \$5,970.00 above the top salary for Sheriff's Officer/Corrections Officer Sergeant in effect on that date, except Lt. James H. Baggitt, who shall receive a salary of \$65,015.00 for the period between April 1, 1996 through March 31, 1997.

2. Effective May 1, 1996, all Corrections Officer Lieutenants shall be paid \$5,970.00 above the top salary for Sheriff's Officer/Corrections officer Sergeant in effect on April 1, 1996.

**C. Captains**

1. Effective April 1, 1996, all Sheriff's Officer Captains shall be paid \$5,997.00 above the top Lieutenant's salary, excluding Lt. Baggitt, as of that date.

2. Effective May 1, 1996, all Corrections Officer Captains shall be paid \$5,997.00 above the top Lieutenant's salary, excluding Lt. Baggitt, in effect on April 1, 1996.

**D. 1997 Salary Differentials**

1. The salary differentials set forth in paragraphs A through C above will continue in full force and effect for the term of this Agreement, subject to the provisions set forth in paragraphs 2 through 8 below, which will result in appropriate base salary adjustments for effective April 1, 1997 for Sheriff's Superior Officers and effective May 1, 1997 for Corrections Superior Officers consistent with the cost-of-living formula set forth in the PBA Local 258/County of Ocean Collective Bargaining Agreement dated April 1, 1994 (hereinafter "1994 Agreement").

2. If the April 1, 1997, cost-of-living increase determined by the formula set forth in the 1994 Agreement results in a 3% or greater increase to the relevant salary steps for Sheriff's Officers and Correction Officers set forth in the 1994 Agreement, the salary differentials set forth in paragraphs A through C above will continue for the 1997-1998 contract year without any further adjustment.

3. If the April 1, 1997, cost-of-living increase determined by the formula set forth in the 1994 Agreement for Sheriff's Officers and Correction Officers represented by PBA Local 258 is between 2.5% and 2.9%, then the salary differential between Sergeants and the highest paid Sheriff's Officer/Correction Officer shall be determined as follows, effective April 1, 1997 for Sheriff's Superior Officers and effective May 1, 1997 for Corrections Superior Officers:

- a. If the cost-of-living increase is 2.9%, the relevant salary differential shall be increased by \$100.00; i.e. to \$4,100.00.
- b. If the cost-of-living increase is 2.8%, the relevant salary differential shall be increased by \$200.00; i.e. to \$4,200.00.

- c. If the cost-of-living increase is 2.7%, the relevant salary differential shall be increased by \$300.00; i.e. to \$4,300.00.
- d. If the cost-of-living increase is 2.6%, the relevant salary differential shall be increased by \$400.00; i.e. to \$4,400.00.
- e. If the cost-of-living increase is 2.5%, the relevant salary differential shall be increased by \$500.00; i.e. to \$4,500.00.

4. The salary differential between the top Sheriff's Officer/Correction Officer salary and Sergeants' salaries for the 1997-1998 contract year shall not be increased by more than \$500.00 even if the cost-of-living increase, consistent with the formula established in the 1994 Agreement, is less than 2.5% for the relevant time period.

5. Regardless of the cost-of-living increases referred to above, the salary differentials for Lieutenants and Captains shall not be increased during the second year of this Agreement. However, effective April 1, 1997, in order to "round off" the relevant salary differentials, the differentials between Sergeants and Lieutenants shall be \$6,000.00 (an additional \$30.00) and the salary differential between Lieutenants, other than Lt. Baggitt, and Captains will be \$6,000.00 (an additional \$3.00).

6. In the event that Lt. Baggitt continues to be employed within the Unit, effective April 1, 1996, his salary shall be \$65,015.00 per annum and effective April 1, 1997, his salary shall be \$66,802.00 per annum.

7. In the event that a new Collective Bargaining Agreement is not in place as of April 1, 1998, all Superior Officers in the Unit shall continue to receive the benefits of their existing salary differentials; i.e. - their base salary shall be increased if the base salaries of the Correction Officers/Sheriff's Officers are increased as of April 1, 1998, consistent with the pre-existing salary differentials established in paragraphs A through D above.

E. If a member of the Unit is promoted during the contract period, he/she shall receive the minimum pay for that rank until the following salary adjustment date (i.e., 5/1/96 or 5/1/97), where applicable.

F. The parties agree to commence negotiations for a successor contract no later than ten (10) months prior to the expiration date of this Agreement. In the absence of a negotiated agreement, the parties shall commence the interest arbitration process no later than six (6) months prior to the expiration date of this Agreement.

ARTICLE XXV

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.

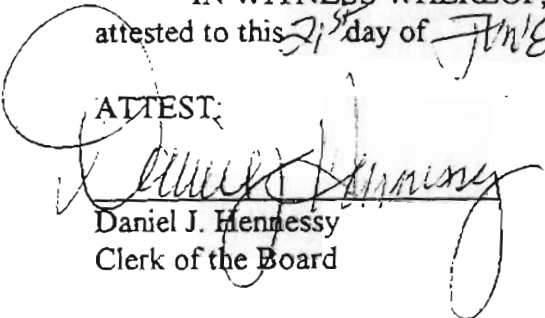
ARTICLE XXVI

DURATION


This Agreement shall be retroactive to April 1, 1996, except for those Articles which contain specific dates to the contrary, and shall remain in full force and effect until March 31, 1998, or until execution of a successor agreement.

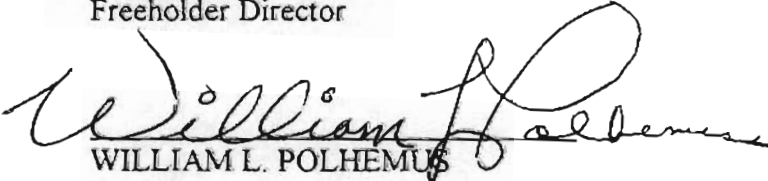
IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed and attested to this 21<sup>st</sup> day of JUNE, 199.

ATTEST:

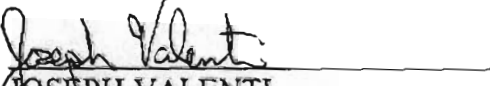
  
Daniel J. Hennessy  
Clerk of the Board


FOR THE COUNTY OF OCEAN

  
JOSEPH H. VICARI  
Freeholder Director

  
WILLIAM L. POLHEMUS  
Sheriff

FOR PBA #258, SOA

  
JOSEPH VALENTI  
President, PBA Local #258

  
JAMES DISHON  
Lieutenant, PBA Local #258 S.O.A.



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