

Contract no 959

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AGREEMENT

This Agreement, made this 1st day of April, 1988 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 Correction 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 Officers or Correction 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 Corrections 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. Effective March 19, 1987, successful completion of the Recruit Basic Training Program will be considered 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 March 31, 1988:

Step 1	\$14,000.
Step 2	\$15,800.
Step 3	\$17,900.
Step 4	\$19,500.
Step 5	\$21,650.
Step 6	\$23,200.
Step 7	\$25,125.
Step 8	\$27,535.
Step 9	\$29,700.

B. Effective April 1, 1988, each officer automatically moved to the next higher step on the guide referred to above in paragraph A, consistent with the agreement of the parties, as set forth within the 1988-1988 collective bargaining agreement, that the parties were creating an automatic, incremental salary guide.

C. Effective April 1, 1988, any officer already at the maximum (Step 9) received a six (6) percent salary increase in lieu of an increment.

D. Effective October 1, 1988 the following guide shall be implemented:

Step 1	\$18,250.
Step 2	\$20,400.
Step 3	\$22,600.
Step 4	\$25,250.
Step 5	\$28,500.
Step 6	\$31,600.
Step 7	\$33,500.

E. Effective October 1, 1988, each member of the bargaining unit who is at the \$15,800. step or the \$17,900. step of the salary guide in effect prior to October 1, 1988 shall be placed at the \$18,250. step of the new October 1, 1988 guide (Step 1).

F. Effective October 1, 1988, each member of the bargaining unit who is at the \$19,500. step of the salary guide in effect prior to October 1, 1988 shall be placed at the \$20,400. step of the October 1, 1988 guide (Step 2).

G. Effective October 1, 1988, each member of the bargaining unit who is at the \$21,630. step of the guide in effect prior to October 1, 1988 shall be placed at the \$22,600. step of the October 1, 1988 guide (Step 3).

H. Effective October 1, 1988, each member of the bargaining unit who is at the \$23,200. step of the salary guide in effect prior to October 1, 1988 shall be placed at the \$25,250. step of the October 1, 1988 guide (Step 4).

I. Effective October 1, 1988, each member of the bargaining unit who is at the \$25,125. step of the salary guide in effect prior to October 1, 1988 shall be placed at the \$25,250. step of the October 1, 1988 guide (Step 4). Effective October 1, 1988, the two individuals presently at the \$25,125. step shall, in addition, receive a one-time only salary adjustment that shall not be added to their base salary, in the amount of \$500.00.

J. Effective October 1, 1988, each member of the bargaining unit who is at the \$27,535. step of the salary guide in effect prior to October 1, 1988 shall be placed at the \$28,500. step of the October 1, 1988 guide (Step 5).

K. Effective October 1, 1988, each member of the bargaining unit who is at the \$29,700. step of the salary guide in effect prior to October 1, shall be placed at the \$31,600. step of the October 1, 1988 guide (Step 6).

L. Effective October 1, 1988, each member of the bargaining unit who is at the \$31,482. step of the salary guide in effect prior to October 1, 1988 shall be placed at the \$31,600. step of the October 1, 1988 guide (Step 6).

M. Effective October 1, 1988, each member of the bargaining unit who is at the \$33,371. step of the salary guide in effect prior to October 1, 1988 shall be placed at the \$33,500. step of the October 1, 1988 guide (Step 7).

N. Effective April 1, 1989, the following salary guide shall be implement:

Step 1	\$21,012.
Step 2	\$23,278.
Step 3	\$25,487.
Step 4	\$28,767.
Step 5	\$31,897.
Step 6	\$35,845.

O. Effective April 1, 1989, each member of the bargaining unit who was hired prior to November 1, 1988 who was at the \$18,250. step of the October 1, 1988 shall be placed at the \$21,012. step (Step 1) of the April 1, 1989 salary guide. *ADH*

P. Effective April 1, 1989, each member of the bargaining unit who was hired prior to November 1, 1988 who was at the \$20,400. step of the October 1, 1988 guide shall be placed at the \$23,278. (Step 2) of the April 1, 1989 salary guide.

Q. Effective April 1, 1989, each member of the bargaining unit who was hired prior to November 1, 1988 who was at the \$22,600. step of the October 1, 1988 guide shall be placed at the \$25,487. step (Step 3) of the April 1, 1989 salary guide.

R. Effective April 1, 1989, each member of the bargaining unit who was hired prior to November 1, 1988 who was at the \$25,250 step of the October 1, 1988 guide shall be placed at the \$28,767. step (Step 4) of the April 1, 1989 salary guide.

S. Effective April 1, 1989, each member of the bargaining unit who was hired prior to November 1, 1988 who was at the \$28,500. step of the October 1, 1988 guide shall be placed at the \$31,897 step (Step 5) of the April 1, 1989 salary guide.

T. Effective April 1, 1989, each member of the bargaining unit who was hired prior to November 1, 1988 who was at the \$31,600. step of the October 1, 1988 guide shall be placed at the \$35,845. step (Step 6) of the April 1, 1989 salary guide.

U. Effective April 1, 1989, each member of the bargaining unit who was hired prior to November 1, 1988 who was at the \$33,500. step of the October 1, 1988 guide shall be placed at the \$35,845. step (Step 6) of the April 1, 1989 salary guide.

V. Effective April 1, 1990, the following automatic, incremental salary guide shall be implemented:

Step 1	\$23,278.
Step 2	\$25,487.
Step 3	\$28,767.
Step 4	\$31,897.
Step 5	\$35,845.
Step 6	\$38,175.

W. Effective April 1, 1990, each member of the bargaining unit who was hired prior to November 1, 1988 who was at the \$21,012 step of the April 1, 1989 salary guide shall be placed at the \$23,278. step (Step 1) of the April 1, 1990 salary guide.

X. Effective April 1, 1990, each member of the bargaining unit who was hired prior to November 1, 1988 who was at the \$23,278. step of the April 1, 1990 salary guide shall be placed at the \$25,487. step (Step 2) of the April 1, 1990 salary guide.

Y. Effective April 1, 1990, each member of the bargaining unit who was hired prior to November 1, 1988 who was at the \$25,487. step of the April 1, 1989 salary guide shall be placed at the \$28,767. step (Step 3) of the April 1, 1990 salary guide.

Z. Effective April 1, 1990, each member of the bargaining unit who was hired prior to November 1, 1988 who was at the \$28,767. step of the April 1, 1989 salary guide shall be placed at the \$31,897. step (Step 4) of the April 1, 1990 salary guide.

AA. Effective April 1m 1990, each member of the bargaining unit who was hired prior to November 1, 1988 who was at the \$31,897. step of the April 1, 1989 salary guide shall be placed at the \$35,845. step (Step 5) of the April 1, 1990 salary guide.

BB. Effective April 1, 1990, each member of the bargaining unit who was hired prior to November 1, 1988 who was at the \$35,845. step of the April 1, 1989 salary guide shall be placed at the \$38,175. step (Step 6) of the April 1, 1990 salary guide.

CC. Each Officer on the April 1, 1990 salary guide referred to above automatically moves to the next higher step on the guide on the anniversary date of the contract, i.e., April 1 of each year. The parties understand and agree that they are creating an automatic, incremental salary guide which continues until renegotiated by the parties.

DD. In accordance with paragraph CC above, on April 1, 1991 if negotiations toward a successor agreement have not been concluded between the parties, each individual will advance one step on the April 1, 1990 salary guide, with the exception that the salaries of those already at Step 6 shall be increased by 6.5%. This action will be taken pending the outcome of a negotiated contract for the 1991 contract year and shall be without prejudice to the bargaining positions of the parties in negotiating that successor agreement.

EE. Correction Officers and Sheriff's Officers hired on or after November 1, 1988 shall receive the minimum salaries that prevail at the time of their hire. The minimum salaries, which will be viewed as off-guide minimum salaries, are as follows: Effective October 1, 1988 - \$18,250. Effective April 1, 1989 - \$18,500. Effective April 1, 1990 - \$20,500. Upon successful completion of the probationary period for those Correction Officers and Sheriff's Officers hired on or after November 1, 1988, these individuals shall be placed on Step 1 of the salary guide in place at the time that status has been achieved, having previously enjoyed any increases in the minimum salary which may have occurred during the interim period.

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 Officer, 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 Correction Officer called to work will be guaranteed four (4) hours overtime, and if he/she works over five (5) hours, will be guaranteed eight (8) hours.

D. All overtime shall be distributed as equally as possible among bargaining unit members.

ARTICLE 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, AND MAJOR MEDICAL BENEFITS

All employees covered by this contract shall be permitted to enroll in a County paid health plan after the 1st of the month following three (3) full months of employment.

The eligible employee shall have the option of choosing between the following existing plans:

1. Conventional Blue Cross/Blue Shield and Major Medical insurance.
2. Medigroup Shoreline HMO (Health Maintenance Organization) with supplemental coverage.

The eligible employee may change plans only during an announced open enrollment each year after having been enrolled in the other plan for a minimum of one (1) full year.

There shall be no change in either of the existing plans except in the case of a new plan that is equivalent or better.

Effective January 1, 1988, employees covered by this contract will no longer be eligible for the Major Medical deductible reimbursement previously assumed by the County.

ARTICLE X

FAMILY PRESCRIPTION PLAN

Effective January 1, 1988, members of this bargaining unit, after the first of the month following three (3) full months of employment, shall also be eligible for a Family Prescription Plan contracted for with Blue Cross/Blue Shield or other suitable provider. Coverage will be for the employee, spouse and children to age 19 and will include oral contraceptives. Employees will be responsible for a \$2.00 co-pay per prescription.

ARTICLE XI

EYEGLASSES

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 XII

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 preventative 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%
Prosthodontics, periodontics, inlays, caps and crowns, oral surgery (ambulatory).	50%
Orthodontics (limited to \$800. per patient over a five year period)	50%

Coverage will begin for eligible members of this bargaining unit on January 1, 1987.

ARTICLE XIII

EXTENDED HEALTH BENEFITS

Effective January 1, 1989, the Board agrees to continue Blue Cross, Blue Shield and Major Medical coverage, or Medigroup Shoreline HMO, or such other medical plan as may hereafter be substituted in accordance with the terms of this Agreement, for members of this bargaining unit who take a P.E.R.S. or P.F.R.S. retirement after twenty-five (25) or more years of service to Ocean County.

Coverage will continue through the balance of the calendar year during which the retirement becomes effective and for two (2) full calendar years thereafter. For example, if an eligible employee

retires in April 1988, extended coverage will continue through December 31, 1990.

All other employee benefits with the exception of those specifically described above shall terminate upon retirement in accordance with the customary practices.

ARTICLE XIV

HOLIDAYS

Each full-time Officer covered by this Agreement shall enjoy the following holidays with pay, to be observed on the dates annually specified 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 designated above or on Easter Sunday, he shall receive compensation for those duties at a rate equal to two and one-half times (2 1/2x) the rate of pay which would apply on a normal work day.

ARTICLE XV

SICK LEAVE

A. Sick leave shall accumulate at the rate of one and one-quarter (1 1/4) days per month in the first year of service, commencing on the 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 XVI

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 XVII

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 XVIII

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. Effective April 1, 1986, the PBA President or his designee shall be granted five (5) additional days per contract year to conduct union business.

ARTICLE XIX

LONGEVITY

On September 1, 1987, the following longevity schedule became effective:

Upon completion of 10 years	3.5%
Upon completion of 15 years	4.6%
Upon completion of 20 years	5.7%
Upon completion of 25 years	6.0%
Upon completion of 30 years	7.0%

ARTICLE XX

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 Correction 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 XXI

TUITION REIMBURSEMENT

Effective October 1, 1988, members of this bargaining unit are eligible to be reimbursed for college tuition, subject to the Ocean County Tuition Reimbursement Policy (ER 701-36).

ARTICLE XXII

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 XXIII

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.

ARTICLE XXIV

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 XXV

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 XXVI

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 XXVII

NEGOTIATION OF A SUCCESSOR AGREEMENT

The parties shall commence negotiations for a successor contract one hundred and twenty (120) days prior to the expiration date of this Agreement.

ARTICLE XXVIII

BEREAVEMENT LEAVE

Effective April 1, 1980, all employees shall receive up to three (3) days leave in the event of the death of a spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother, brother-in-law, sister, sister-in-law, grandparent, grandchild, aunt, uncle, common law spouse and any other member of the immediate household. All employees shall be entitled to a leave of one (1) day to attend the funeral of a spouse's aunt, uncle, or grandparent. Such leave is separate and distinct from any other leave time. All such leave will not be taken until the immediate supervisor is notified of the instance of bereavement. Verification may be requested by the Department Head.

ARTICLE XXIX

SENIORITY

A. Seniority shall be defined as an employee's length of unbroken continuous service with the Sheriff's Department. Seniority shall begin to accumulate from the employee's first day of employment as adjusted by a break in continuous service.

B. The seniority system shall be administered departmentally. An employee will carry seniority from one section of the department to another. Employees will not lose seniority rights if transferred from one title to another within the same rank.

C. The Sheriff/Warden shall have the authority to designate employees to a sixty (60) day training period when filling a new position within the Sheriff's Department.

D. The Sheriff/Warden shall, regardless of accumulated seniority of employee(s) in question, have the authority to make emergency transfers to positions where needed for a period not to exceed ninety (90) days.

E. Officers shall have the right to bid for shift and tour assignments when transferred into the division. The Sheriff/Warden shall retain the sole authority for the assignment of officers to divisions within the Department.

ARTICLE XXX

AGENCY SHOP

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

ARTICLE XXXI

CHECK-OFF OF DUES

The County agrees to deduct from the earnings of each member of the PBA Association membership dues when said employee has properly authorized such deduction in writing. The Association will indemnify, defend and save harmless the County against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the County, in reliance upon salary deduction authorization cards submitted by the Association to the County. Unless otherwise specified, the deductions enumerated above shall take place on a monthly basis.

ARTICLE XXXII

SHAPE UP TIME

The Warden retains the right to require Correction Officers to assemble in uniform ten (10) minutes prior to the start of the shift without the payment of overtime compensation.

ARTICLE XXXIII

COST OF LIVING ADJUSTMENT

If the cost of living, as determined by the Philadelphia All Urban Consumer Price Index, rises more than 9.5% during the period 4/1/89 through 3/31/90, or during the period 4/1/90 through 3/31/91, each officer shall receive an adjustment in base salary equal to one-half of the difference between 9.5% and the CPI for that contract year. These payments, if applicable, shall be made on or about July 1st.

ARTICLE XXXIV

ON-CALL, EXTRADITION AND BLOODHOUND ASSIGNMENTS

A. Effective October 1, 1968, 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 ten dollars (\$110.00) per week for each week so assigned.

Effective April 1, 1990, this compensation shall be increased to one hundred twenty-five dollars (\$125.00) per week.

B. Sheriff's Officers and Correction Officers performing extraditions shall in addition to their regular pay earn four (4) hours of overtime for each twenty-four (24) hour period that they are on duty.

C. Sheriff's Officers and Correction 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 XXXV

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.