

**AGREEMENT**

**BETWEEN**

**THE OCEAN COUNTY BOARD OF CHOSEN FREEHOLDERS**

**AND**

**NEW JERSEY STATE POLICEMEN'S BENEVOLENT  
ASSOCIATION, LOCAL #258**

**REPRESENTING**

**CORRECTION'S SUPERIOR OFFICERS**

**AGREEMENT TERM: FOUR YEARS**

**APRIL 1, 2002 THROUGH MARCH 31, 2006**

**DATED: MAY 7, 2003**

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## **AGREEMENT**

This Agreement, made this 7<sup>th</sup> day of MAY, 2003 between the Ocean County Board of Chosen Freeholders, hereinafter referred to as "Employer," and the New Jersey Policemen's Benevolent Association; Local #258, comprised of Ocean County Correction's Superior Officers and for this particular Agreement, excluding Rank and File 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 Correction's Superior Officer or Employee is used in this Agreement, each designation shall be interchangeable and have the same meaning and effect.

## **WITNESSETH**

**WHEREAS**, the Public Employment Relations Commission has certified the New Jersey State Policemen's Benevolent Association, Local #258, as the exclusive representative of all Ocean County Corrections Officers for the purpose of collective negotiations with respect to wages, hours, terms and other conditions of employment, for those Correction Officers set forth in the certification to the Public Employment Relations Commission and employed by the County of Ocean and all the rules and regulations of the Civil Service Commission.

**Now, Therefore**, the County of Ocean and the New Jersey State Policemen's Benevolent Association, Local #258 mutually agree as follows:

### **ARTICLE I**

#### **PURPOSE**

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

### **ARTICLE II**

#### **RECOGNITION**

##### **A. UNIT**

The County of Ocean and the Warden hereby recognize New Jersey State PBA, Local #258 as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for all permanent Correction's Superior Officers holding the rank of Sergeant, Lieutenant or Captain and excluding all Correction's Officers, Deputy Warden and all other 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 Warden reserve to themselves and their agents full jurisdiction and authority over matters of policy, work rules and regulations, and retain the right, subject only to the specific limitations imposed by language of this Agreement, in accordance with applicable laws and regulations.
1. To direct the employees of the unit.
  2. To hire, promote, transfer, assign and retain employees in positions in the unit and for just cause, to suspend, to demote, to discharge or to take other disciplinary action against employees.
  3. To relieve employees from duties because of lack of work or for other legitimate reasons.
  4. To maintain the efficiency of the operations of the County and the Department of Corrections entrusted to the Board and the Warden.
  5. To determine the methods, means and personnel by which such operations are to be conducted.
  6. To take whatever actions may be necessary to carry out the mission of the County and the Department of Corrections in situations of emergency.

## **ARTICLE IV**

### **UNIFORM MAINTENANCE POLICY**

- A. For the 2002 contract year all Correction's Superior Officers shall have their uniform allowance and uniform maintenance allowances increased from \$550.00 per annum to \$575.00 per annum (\$1,150.00 total). Since these Superior Officers have already, as of the date of the signing of this Collective Negotiations Agreement, received \$1,100.00 of these allowances, these Superior Officers shall receive an additional \$50.00 in clothing allowances within 30 days of the execution of this new contract.
- B. Effective April 1, 2003, separate uniform allowance and uniform maintenance allowance payments shall be discontinued and, effective April 1, 2003, \$1,200.00 shall be rolled into each Superior Officer's base salary consistent with the prescriptions of Article XV, C.
- C. All Correction's Superior Officers shall maintain and wear the proper uniform as required by the Warden.
- D. Notwithstanding the prescriptions of paragraph B above and the prescriptions of Article XV, C (Salaries), if the County changes uniforms (either the style or color of the uniform) the cost of such change shall be borne entirely by the County.

## **ARTICLE V**

### **PERSONAL DAYS**

Each employee will be granted three (3) Personal Days per annum. Requests for the use of a Personal Day must be submitted on the form provided by the Warden's office at least forty-eight (48) hours before the commencement of leave. This leave may not commence if any emergency condition exists in the County, as declared by the Warden or his/her designee. Personal Days may not be utilized as compensable days for the purpose of computing overtime.

## **ARTICLE VI**

### **HOSPITAL, SURGICAL, 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 coverage 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/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 per 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 (3) 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 costs indicated next to each class of dental care service:

|   |      |
|---|------|
| Preventive and diagnostic<br>(X-rays, cleaning, check-up, etc.).....                        | 100% |
| Treatment and therapy<br>(Fillings).....  | 80%  |
| Prosthodontics, periodontics, inlays,<br>caps and crowns, oral surgery<br>(Ambulatory)..... | 50%  |
| Orthodontics<br>(Limited to \$800 per patient<br>over a five 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".



## ARTICLE IX

### HOLIDAYS

Each full-time Superior Officer covered by this Agreement shall enjoy the following holidays with pay, to be observed on the dates specified each January by the Board of Chosen Freeholders:

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

In addition, each full-time Superior Officer covered by this Agreement shall enjoy as holidays January 1<sup>st</sup>, July 4<sup>th</sup> and December 25<sup>th</sup> 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 Warden to perform duties on any of the holidays enumerated above or on Easter Sunday, whether scheduled or call-in situations, he/she shall be compensated as set forth below:

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

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

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

TOTAL PAY: 20 hours

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

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

TOTAL PAY: 40 hours

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

|                                  |   |                |
|----------------------------------|---|----------------|
| 8 hours @ straight time          | = | 8 hours        |
| 4 hours (min. call-back) @ 1 ½ x | = | <u>6 hours</u> |

TOTAL PAY: 14 hours

4. 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 ½ x         | = | 12 hours       |
| 2 hours @ 2 ½ x         | = | <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, pro-rated, shall be credited to the employee. If separation occurs before the end of the year and more Sick Leave has been taken than apportioned on a pro-rated basis, the per diem rate of pay for the excess days shall be deducted from the final pay.

Sick Leave shall accumulate from year to year with an additional fifteen (15) days credited to the employee at the beginning of each successive calendar year.

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

- A. Employees in this bargaining unit are also eligible for coverage under the County's reimbursement for unused Sick Leave at Retirement policy. This policy provides for reimbursement for unused sick days at retirement on the basis of one-half (1/2) pay for each earned and unused sick day to a maximum of \$15,000.00. Employees are responsible for following all of the conditions and controls of this policy and all pertinent forms must be submitted to the Department of Employee Relations at least sixty (60) days prior to the date retirement commences. Employees will have a choice of selecting either a lump sum payment or payments spread over a three (3) year period. The estates of unit members who die while still employed by the Board and/or Warden shall also receive the same benefits within the guidelines described above.

## ARTICLE XI

### EMPLOYEE SICK LEAVE LIABILITY REDUCTION PROGRAM

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

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

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

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

Payment Schedule:

| <u>Sick Leave Used</u> | <u>Days "Cashed In"</u> |
|------------------------|-------------------------|
| No days                | Up to ten days          |
| One day                | Up to nine days         |
| Two days               | Up to eight days        |
| Three days             | Up to seven days        |
| Four days              | Up to six days          |
| Five days              | Up to five days         |
| Six days               | Up to four days         |
| Seven days             | Up to three days        |
| Eight days             | Up to two days          |
| Nine days              | Up to one day           |
| Ten or more days       | No days                 |

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

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

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

## ARTICLE XII

### VACATION LEAVE

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

- A. For an employee with no more than twelve (12) months of service, one (1) day for each calendar month employed.
- B. For an employee who has served twelve (12) months and one (1) working day up to a total of forty-eight (48) months, twelve (12) working days.
- C. For an employee who has 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/her vacation time through utilization of the County's computer system. Any employee leaving the service of the County shall have earned but unused vacation time paid to him/her. Unearned but used vacation time will be deducted from the employee's last pay, if termination of service occurs.

## ARTICLE XIII

### LONGEVITY

Longevity pay for all classified permanent employees covered by this Agreement with seven (7) or more years of continuous and unbroken service to the County of Ocean will be based upon the schedule set forth below:

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

## **ARTICLE XIV**

### **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. Management will endeavor to distribute overtime as equally as possible to bargaining unit members.

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 of each hour worked beyond eight (8).

C. The Warden or his/her respective designee, may require a doctor's certificate for any sick day taken by an officer during a period within which the officer has worked overtime and the sick day was actually used as a compensable day for the purposes of computation of overtime.

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

## **ARTICLE XV**

### **COLLEGE CREDIT**

- A. The Employer agrees to pay each employee covered by this Agreement, in addition to his/her annual salary, an educational incentive, payable in equal increments, as set forth below on the following basis:
1. For an Associate of Arts Degree or sixty-two (62) college credits, Five Hundred Dollars (\$500.00).
  2. For a Bachelor's Degree, or one hundred twenty-four (124) college credits, Eight Hundred Dollars (\$800.00).
  3. For a Master's Degree, One Thousand Dollars (\$1,000.00).
- B. Successful completion of the degree shall be evidenced by submission of any of the following documents:

1. A copy of the actual degree.
  2. A copy of the employee's transcript, indicating that a degree has been awarded accompanied by a letter from the institution certifying the awarding of the degree.
  3. Any certified institutional document that evidences the awarding of the degree.
- C. The foregoing payments shall be made with the regular paycheck. The Officer must submit the proper documentation, of the applicable degree, to the Warden as outlined above. The Officer will begin to receive the appropriate stipend in his/her regular bi-weekly pay within thirty (30) days after notification is made to the Employer.

## **ARTICLE XVI**

### **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 XVII**

### **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 XVIII**

### **ON-CALL AND EXTRADITION**

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

Superior Officers performing extraditions shall, in addition to their regular pay, earn four (4) hours of overtime for each twenty-four hour period that they are on duty.

## **ARTICLE XIX**

### **BEREAVEMENT PROVISION**

All employees shall have up to five (5) consecutive days leave in the event of a death of a spouse, child, parent or sibling. One (1) day leave will be given to attend the funeral services of a grandparent, brother-in-law, sister-in-law, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandchild, aunt or uncle of the employee, any other member of the immediate household or spouse's aunt, uncle or grandparent.

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

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

Date of death.

Any day(s) of viewing.

Date of interment.

Day of religious or memorial services.

## **ARTICLE XX**

### **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 XXI**

### **AGENCY SHOP**

The County and the PBA agree than 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 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 that the remainder of the Agreement not so affected shall continue in full force and effect absent the affected clause.

## **ARTICLE XXIII**

### **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 XXIV**

### **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 XXV

### GRIEVANCE PROCEDURE

#### A. Definitions

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

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

It is understood that the PBA reserves its lawful right as the Exclusive Bargaining Agent to file a complaint or initiate a formal grievance without the consent or prior notification of the person or group of persons the PBA deems afflicted by any disagreement and asserts its lawful right to enforce this Agreement by doing so.

1. The Grievant(s) or the PBA must file a grievance within fifteen (15) days of its occurrence.

#### 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/her immediate superior, either directly or through the Association's designated representative, with the objective of resolving the matter informally.

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

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

5. Level Four – Arbitration - Within ten (10) days, if the aggrieved party is not satisfied with the disposition of this grievance at Level Three, he/she may request in writing that the PBA submit his/her grievance to arbitration. If the PBA determines that the grievance is meritorious, it may submit the grievance to arbitration within twenty (20) days after receipt of a request by the aggrieved person.

Within ten (10) days after such written notice of submission to arbitration, the County and the PBA shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to PERC by either party. The parties shall then be bound by the rules and procedures of PERC.

The arbitrator's decision shall be in writing and shall be submitted to the County and the PBA and shall be final and binding on the parties.

In the event that arbitrability of a grievance is at issue between the parties, jurisdiction to resolve the issue shall rest solely with the arbitrator selected in accordance with the provision of this Article.

The costs for the 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 procedures by himself/herself or at his/her option, by representative(s) selected or approved by the PBA. When an officer is not represented by the PBA, the PBA shall have the right to be present and to state its views at all stages of the grievance procedure.

2. No Reprisals – No reprisals of any kind shall be taken by the County or by any member of the administration against any party in interest, any representative, any member of the PBA or any other participant in the grievance procedure by reason of such participation.

E. Miscellaneous

1. Written Decisions – Decisions rendered at Level One which are unsatisfactory to the aggrieved person and all decisions rendered at Level Two and Three of the grievance procedure shall be in writing setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest and to the PBA. Decisions rendered at Level Three shall be in accordance with the procedures set forth in the Section.

2. Separate Grievance File – All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

3. Forms – Forms for filing grievances, serving notices, taking appeals, making reports and recommendations and other necessary documents shall be prepared by the PBA and given appropriate distribution so as to facilitate operation of the grievance procedure.

4. Meetings and Hearings – All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their 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 the interpretation, application or violation of this Agreement, policies or administrative decisions and practices affecting an officer or group of officers.

6. Single Grievance – An arbitrator shall be empowered to hear only one grievance for each appointment he/she receives; provided, however, that in the event there is more than one grievance presented and the grievances arise out of the same set of facts or involve the same materially and substantially identical issues, single arbitrator shall be empowered to adjudicate all such grievances.

**ARTICLE XXVI**

**SALARY**

- A, There shall be across the board salary increases, with full retroactivity, for the ranks of Sergeants and Lieutenants as follows: April 1, 2002, 3.75%; October 1, 2002, .75%; April 1, 2003, 3.75%; April 1, 2004; 3.75% and April 1, 2005 to March 31, 2006, 3.75%.
  
- B. There shall be across the board salary increases, with full retroactivity, for the rank of Captain as follows: April 1, 2002, 3.75%; October 1, 2002, .50%; April 1, 2003, 3.75%; April 1, 2004, 3.75% and April 1, 2005 to March 31, 2006, 3.75%.
  
- C. In addition, effective April 1, 2003, after the April 1, 2003 across the board salary adjustments referred to above in paragraphs A and B have been made, the pre-existing \$1,200 clothing allowance/uniform maintenance allowance shall be rolled into the base salaries of all ranks.
  
- D. The salary guides therefore are as follows:

| <u>2001</u>         | <u>4/1/02</u> | <u>10/1/02</u> | <u>4/1/03</u> | <u>4/1/04</u> | <u>4/1/05</u> |
|---------------------|---------------|----------------|---------------|---------------|---------------|
| Sergeants \$67,560  | \$70,094      | \$70,619       | \$74,467      | \$77,261      | \$80,158      |
| Lieutenant \$74,513 | \$77,307      | \$77,887       | \$82,008      | \$85,083      | \$88,274      |
| Captain \$81,465    | \$84,520      | \$84,943       | \$89,328      | \$92,678      | \$96,153      |

- E. Any employee receiving a provisional or permanent promotion shall receive compensation at the prevailing rate of pay for that rank. Further, they shall receive increases as the schedule dictates.
- F. At no time shall the differential between Maximum Step Officers' salary and Sergeants' salary become less than \$4,500.00.
- G. At no time shall the differential between Sergeants' salary and Lieutenants' salary become less than \$6,000.00.
- H. At no time shall the differential between Lieutenants' salary and Captains' salary become less than \$6,000.00.

## **ARTICLE XXVII**

### **SENIORITY AND SHIFT BIDDING**

- A. Every January all Sergeants and Lieutenants shall have the right to bid for shifts and days off, according to their respective seniority within the same rank. Bidding rights shall not be forfeited when transferred into a division within the Department.
- B. The Warden shall retain the sole authority for the assignment of Superior Officers to sections, divisions or units within their respective Departments.
- C. Seniority shall be defined as a Superior Officers' length of continuous unbroken service from date of permanent appointment, in accordance with Civil Service ranking.

## **ARTICLE XXVIII**

### **ON THE JOB INJURY POLICY**

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

## **ARTICLE XXIX**

### **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 XXX**

### **DURATION**

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

## **ARTICLE XXXI**

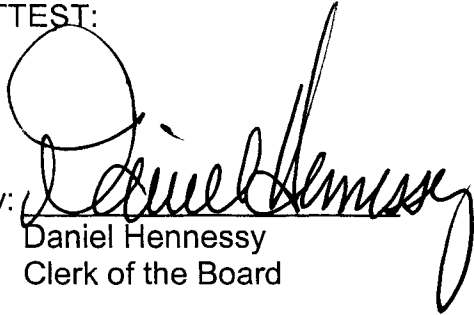
### **LAW ENFORCEMENT PROTECTION ACT**

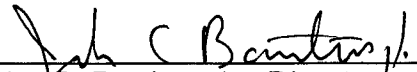
The provisions of Public Law 1996, Chapter 115, known as the Law Enforcement Officers Protection Act is incorporated herein and set forth at length.

IN WITNESS WHEREOF, the parties have set their hands and seals this 7<sup>th</sup> day of May, 2003.

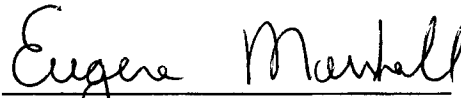
OCEAN COUNTY BOARD OF CHOSEN FREEHOLDERS

ATTEST:

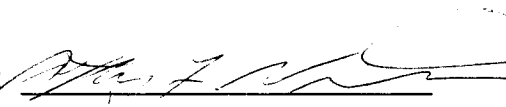
By:   
Daniel Hennessy  
Clerk of the Board


By:   
John C. Bartlett, Jr., Director

POLICEMEN'S BENEVOLENT  
ASSOCIATION, LOCAL #258 SOA

By:   
Eugene C. Marshall  
President, PBA Local #258

WITNESS:

By:   
POLICEMEN'S BENEVOLENT  
ASSOCIATION, LOCAL #258

By:   
Robert A. Serino  
Representative, PBA Local #258