

AGREEMENT

AMONG

THE OCEAN COUNTY BOARD OF COMMISSIONERS

AND

THE OCEAN COUNTY SHERIFF

AND

NEW JERSEY STATE POLICEMEN'S
BENEVOLENT ASSOCIATION

LOCAL 379

REPRESENTING SHERIFF'S OFFICERS

July 1, 2022 THROUGH JUNE 30, 2026

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AGREEMENT

This Agreement, executed this 21st day of June, 2023 among the Ocean County Board of Commissioners and Ocean County Sheriff (hereinafter jointly referred to as "Ocean County" or "Employer"), and the New Jersey State Policemen's Benevolent Association, Local 379, comprised of Ocean County Sheriff's Officers and for this particular Agreement, 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". Whenever the term Sheriff's 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 379 as the exclusive representative of all Ocean County Sheriff's Officers for the purpose of collective negotiations with respect to wages, hours, terms and other conditions of employment, for those Sheriff's Officers set forth in the certification to the Public Employment Relations Commission and employed by the County of Ocean and all the rules and regulations of the Civil Service Commission.

NOW, THEREFORE, the County of Ocean, the Sheriff and the New Jersey State Policemen's Benevolent Association, Local 379 mutually agree as follows:

ARTICLE 1 **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 2 **RECOGNITION**

A. UNIT

The County of Ocean and the Sheriff hereby recognize the New Jersey State P.B.A. as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for all permanent Sheriff's Officers and Sheriff's Investigators, but excluding Sergeants, Lieutenants, 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 3
MANAGEMENT RIGHTS

The Board and the Sheriff reserve to themselves and their agent's full jurisdiction and authority over matters of policy, work rules and regulations, and retain the right, subject only to the specific limitations imposed by language of this Agreement, in accordance with applicable laws and regulations.

1. To direct the employees of the unit.
2. To hire, promote, transfer, assign and retain employees in positions in the unit and for just cause, to suspend, to demote, to discharge or to take other disciplinary action against employees.
3. To relieve employees from duties because of lack of work or for other legitimate reasons.
4. To maintain the efficiency of the operations of the County and the Sheriff's Department entrusted to the Board and the Sheriff's.
5. To determine the methods, means and personnel by which such operations are to be conducted.
6. To take whatever actions may be necessary to carry out the mission of the County and the Sheriff's Department in situations of emergency.
7. All rank and file Sheriff's Officers shall successfully complete the basic police academy training curriculum as a condition of employment in accordance with N.J.S.A. 40A:9-117.6 and N.J.S.A. 52:17B-66 et seq.

ARTICLE 4
SALARIES

- A. The parties agree the minimum salary for a Sheriff Officer shall be \$50,000 effective, and retroactive to July 1, 2022.
- B. **Salary Guides** - The Salary Guides for all officer and the effective dates of the salary guides are attached to this MOU as Attachment A.

- The Salary Guides are set forth in Attachment A, and are retroactive to July 2022.
 - All current members of the bargaining unit shall be placed on the salary guides effective Year One as set forth on Attachment B.
- C. All Officers who are not at the top step shall advance one (1) step each year of the Agreement.
- As per the existing contract, all Officers remain on Step 1 for a full calendar year before they advance to Step 2 on the anniversary of their hiring date.
- D. All Officers hired prior to April 1, 2012, upon fifteen (15) years and one (1) day of service as a sworn Ocean County Sheriff Officer, shall be considered a Senior Officer, at which time his/her salary shall be increased as follows:
1. Effective July 1, 2022 = One Thousand Five Hundred Dollars (\$1,500)
 2. Effective July 1, 2023 = Two Thousand One Hundred Dollars (\$2,100)
 3. Effective July 1, 2025 = Two Thousand Five Hundred Dollars (\$2,500)
- Note this is not cumulative, meaning an Officer having more than 15 years experience will not receive \$1,500 on July 1, 2022 and then an additional \$2,100 on July 1, 2023. Rather, the employee will receive \$1,500 on July 1, 2023 as a "Senior Officer pay" and then on July 1, 2023 the amount will increase to \$2,100. *(The officer will not receive \$3,600 on July 1, 2023.)*

Officers hired after April 1, 2012 shall not be eligible for this benefit.

- E. There shall be no guide movement or salary adjustment upon expiration of the July 1, 2022-June 30, 2026 Collective Bargaining Agreement until the parties reach agreement on a successor Collective Bargaining Agreement, or an Interest Arbitration Award is issued.
- F. Effective July 1, 2023, any officer designated by the Sheriff as a Field Training Officer ("FTO") shall receive a stipend of \$1,500 per year.

ARTICLE 5

MAINTENANCE OF BENEFITS

Except as specifically modified, deleted or changed by this Agreement, all benefits existing at the time of this Agreement shall continue in effect for the duration of this

Agreement. Nothing contained herein shall be interpreted or applied so as to eliminate, reduce or detract from any employee benefit existing prior to this date.

ARTICLE 6 UNIFORM MAINTENANCE ALLOWANCE

- A. The County will issue a new Officer his/her uniform.
- B. Uniform specifications pertaining to weight, color, etc. will be determined by the Sheriff.
- C. All Sheriff's Officers shall maintain and wear the proper uniform as required by the Sheriff. If the Employer changes uniforms, the cost of the change shall be borne entirely by the Employer.

ARTICLE 7 OVERTIME COMPENSATION

- 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 workday or forty hours in a workweek. Sick days, legal holidays, vacation days and personal days, constitute compensable days for the computation of overtime. All other days, other than workdays, sick days, legal holidays, vacation days and personal days, will not be utilized as compensable days for the purpose of computing overtime. All overtime must be authorized by the Sheriff or his/her designee.

Except in the case of mandatory overtime, sick time will not be utilized in the calculation of the forty (40) hour work week for overtime after the member has used more than five (5) unexcused sick days in a calendar year. The "calendar year" shall run from January 1st to December 31st.

Sheriff Officers, in lieu of overtime payment, will have the option to accrue a maximum of forty-eight (48) hours of non-replenishing compensatory time at any time during the calendar year. **Starting with the 24th pay period of 2023 (November 9, 2023- November 22, 2023) the number of hours an Officer can earn will increase to eighty (80) hours of non-replenishing compensatory time at any time during the calendar year.**

Compensatory time will be accrued at the same rate as overtime compensation consistent with paragraph A of this Article.

Sheriff Officers may take Compensatory time off upon approval from the Sheriff or his/her designee in a manner consistent with Article 14 (Vacation Leave). The

decision to grant compensatory time shall be based upon whether minimum staffing levels are met. It is understood that a request for the use of compensatory time off will not ordinarily be granted if it results in overtime for another officer. No earned compensatory time can be used after the end of the 23rd pay period of the year (typically around November 1st), and any time earned and unused by the end of the 23rd pay period of the year shall be paid to the Sheriff Officer at his/her current rate of pay, in the 25th pay of the year.

- B. The Sheriff or his/her designee, at his/her 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 purpose of computation of overtime.
- C. Any Sheriff's 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. The Sheriff shall endeavor to equally distribute overtime among all bargaining unit members. Division specific overtime will be equally distributed among all members of that Division, such as Court Security, CIU, K-9, Warrants/ID, etc. All overtime not unit specific, such as mutual aid, warrant raid and the like will be distributed through a single department wide overtime list (excluding CIU Road Detectives, Warrants Road Detectives, K-9 on call Officers and ID Officers). The list will be in order of seniority and Officers will have the option of signing the list. Effective April 3, 2014, this clause shall be amended consistent with the terms set forth in Appendix B, attached hereto.

At the Sheriff's discretion, the Sheriff shall have the ability to bypass the overtime call-in rotation seniority list due to officer or public safety situations. This bypassing shall be limited to no more than ten (10) times per year.

ARTICLE 8

PERSONAL DAYS

Each employee will be granted three (3) personal days per annum. Requests for the use of a personal day must be submitted on the form provided by the Sheriff's Office at least forty-eight (48) hours before the commencement of leave. This leave may not commence if any emergency condition exists in the County as declared by the Sheriff or his/her designee.

ARTICLE 9

HOSPITAL, SURGICAL, PRESCRIPTION AND MAJOR MEDICAL BENEFITS

All full-time employees covered by this bargaining unit shall be permitted to enroll in health benefits two (2) months from their date of hire.

- A. The County of Ocean currently provides medical coverage to the County employees through the New Jersey State Health Benefits Program as supplemented by NJ Local Prescription Drug Program and Chapter 88. P.L. 1974, as emended by Chapter 436 P.L. 1981. The parties recognize that the State Health Benefits Program is subject to changes enacted by the State of New Jersey that may either increase or decrease benefits.
- B. The County shall not change the health insurance coverage referred to in paragraph A except for a Plan that is equivalent or better. Provided, however, that the parties expressly recognize that the components of HMO plans are changed periodically by the plan providers and that the County has no control over or any obligations regarding such changes.
- C. All employees, current and future, who retire on or after January 1, 2013, in order to be eligible for the lifetime health benefits upon retirement, must have served a minimum of fifteen (15) of the required twenty-five (25) years with the County. This applies to all types of retirements.

Any member of the bargaining unit who retires after the execution of the collective negotiations agreement must have served a minimum of seven (7) years with the County (twenty-five (25) years total in the PFRS pension system) in order to be eligible for the lifetime health benefits upon retirement. This applies to all types of retirements.

- D. An eligible employee may change his/her coverage 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.
- E. When a member of 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.
- F. In the case of consecutive leaves of absence 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) months.
- G. Effective June 1, 2012, the following changes will affect all new hires:
 - 1. Employees will be offered the NJ Direct 15 plan, or its replacement. New Hires may elect a higher level of coverage at their expense.

2. Continuation of spousal coverage after the death of the retiree will no longer be offered at the County's expense.
3. The County will no longer reimburse retiree Medicare Part B premiums.

ARTICLE 10 **VISION CARE PLAN**

Vision care benefits will be afforded to all members of the bargaining unit in accordance with the provisions as set forth in the Guidelines for "Ocean County Vision Service Plan."

ARTICLE 11 **FAMILY DENTAL PLAN**

Members of this bargaining unit after the first of the month following three (3) full months of employment shall be eligible for a Family Dental Plan contracted for with Blue Cross/Blue Shield or other suitable dental care provider.

The Family Dental Plan will be made available to eligible employees, spouses and children to the end of the year in which they turn 19 years of age. The maximum total cost for services per patient per benefit year is limited to \$1,000. There will be a \$25.00 deductible per patient per benefit year to be paid by the employee, for use to the first three members of each family. However, this deductible is not applicable to preventative and diagnostic services as described below:

Preventive and diagnostic
(X-rays, cleaning, check up, etc.).....100%

Treatment and therapy
(Fillings)..... 80%

Prosthodontics, periodontics, inlays, caps
and crowns, oral surgery
(Ambulatory)..... 50%

Orthodontics
(Limited to \$800 per patient)
Over a five year period..... 50%

ARTICLE 12 **HOLIDAYS**

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

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Washington's Birthday	General Election Day
Good Friday	Veteran's Day
Memorial Day	Thanksgiving Day
Juneteenth	Christmas Day
Independence Day	

Effective June 16, 2023, Juneteenth is an observed holiday within Ocean County. The Board of Commissioners shall declare the specific date of observance each year.

Effective January 1, 2017, Lincoln's Birthday and Thanksgiving Friday were deleted as holidays.

In the event any Officer covered by this Agreement is required by the Sheriff to perform duties on any of the holidays enumerated above or on Easter Sunday, whether scheduled or call-in situations, he/she shall be compensated as set forth below:

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

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

8 hours (regular pay @ straight time)	=	8 hours
8 hours @ $1 \frac{1}{2}$ X	=	<u>12 hours</u>
TOTAL		20 hours

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

8 hours @ straight time	=	8 hours
8 hours @ $1 \frac{1}{2}$ X	=	12 hours
8 hours @ $2 \frac{1}{2}$ X	=	<u>20 hours</u>
TOTAL		40 hours

Employee not scheduled to work because of a holiday who is called in to perform 2 hours work:

8 hours @ straight time	=	8 hours
4 hours (min. call back) @ 1 ½ X	=	<u>6 hours</u>
TOTAL		14 hours

Employee not scheduled to work because of a holiday who is called in to perform 10 hours work:

8 hours @ straight time	=	8 hours
8 hours @ 1 ½ X	=	12 hours
2 hours @ 2 ½ X	=	<u>5 hours</u>
TOTAL		25 hours

ARTICLE 13 **SICK LEAVE**

- A. Sick leave shall accumulate at the rate of one and one-quarters (1 ¼) days per month in the first year of service, commencing on the 1st month or major portion thereof, from date 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 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.

Time lost due to injury or illness arising out of or caused by County employment, for which the employee has a claim for Worker's Compensation shall not be charged to sick leave. Paid holidays occurring during a period of sick leave shall not be chargeable to sick leave. *When an injury occurs on the job, the affected Officer shall be covered up to sixty (60) calendar days at full pay.* Should an employee be traumatically injured due to a violent attack by an individual(s) for the intended purpose of causing severe harm to said employee, and upon application to the Director of Employee Relations, the sixty (60) calendar days may be extended to a period of up to one (1) calendar year. The Director of Employee Relations' determination in this regard is final and not subject to further appeal under the terms of this Agreement, or any other judicial forum. Sheriff's Officers who have returned to work on an unrestricted/full-time basis, and who are still receiving prescribed physical therapy as a result of their compensable accident, shall make all efforts to arrange to schedule such prescribed rehabilitation

sessions during the Officer's off-duty hours. If this is not possible, due to the shift the Officer works, then they may attend the prescribed rehabilitation sessions during on-duty hours and may use sick time or any other leave entitled to them or may choose to be docked for the time.

- 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 \$15,000. Employees are responsible for following all of the conditions and controls of this policy and all pertinent forms must be submitted to the Department of Employee Relations at least sixty (60) days prior to the date retirement commences. Employees will have a choice of selecting either a lump sum payment or payments spread over a three year period. The estates of unit members who die while still employed by the Board and/or Sheriff shall also receive the same benefits within the guidelines described above.

ARTICLE 14 **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.

- 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 15

ATTENDANCE AT ASSOCIATION MEETINGS

1. The Sheriff shall grant time off without loss of pay to the Association President and State Delegate to attend any and all State, County Conference or Local Association meetings, which require attendance if he/she is scheduled for duty at the time of such meetings. It is intended that no more than two (2) delegates 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.
2. The P.B.A. President or his/her designee shall be granted five (5) additional days per contract year to conduct union business.
3. The Sheriff agrees to grant necessary time off without loss of pay, including reasonable travel time to the members of the Association selected as Delegates to attend the State Conventions of the New Jersey State Policeman's Benevolent Association as provided under 4A:6-1.13. Not more than five (5) members, to include the State Delegate, President and one Alternate Delegate will be permitted to attend said Conventions. The leave shall be for a period inclusive of the duration of the Convention with a reasonable time allowed traveling to and from the Convention.
4. The Sheriff shall permit members of the Association Negotiating Committee to attend collective bargaining sessions during duty hours without the loss of pay. The negotiations committee shall consist of the Association's President, State Delegate and not more than three (3) members of the Association.
5. The Sheriff shall permit the Association one (1) Bulletin Board in the respective Sheriff's Department facilities for posting notice concerning Association business and activities dealing with the health, welfare and morale of the employees.

ARTICLE 16

LONGEVITY

Longevity pay for all classified permanent employees covered by this Agreement hired prior to February 12, 2014, 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

Permanent employees covered by this bargaining unit, hired on or after February 12, 2014, shall not be eligible for longevity compensation.

ARTICLE 17

COLLEGE CREDIT

- A. Effective January 1, 2000, the Employer agrees to pay each employee covered by this Agreement, in addition to his/her annual salary, an educational incentive, payable in equal increments, as set forth below on the following basis:
1. For the 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. Effective January 1, 2000, the foregoing payments shall be made with the regular paycheck totaling 26 payments per calendar year. The Officer must submit the proper documentation, of the applicable degree, to the Sheriff as outlined above. The Officer will begin to receive the appropriate stipend in their regular bi-weekly pay within thirty (30) days after notification is made to the Employer.

Officers hired after April 1, 2016 will no longer be eligible for college credit benefits.

ARTICLE 18
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 19
NO STRIKE CLAUSE

During the period of the time this Agreement is in effect and notwithstanding any change in existing law, the Association and its employees shall not have the right to engage in any slowdown, work stoppage, strike or similar type of activity. The method of resolving any disagreement concerning this Agreement or other elements of the employment relationship shall be covered by the procedure contained in this Agreement.

ARTICLE 20
GRIEVANCE PROCEDURE

A. Definitions:

A "grievance" is a claim by an Officer or 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. Minor discipline (5 days of suspension or equivalent fine or any lesser penalty) shall be covered by the grievance procedure.

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

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

1. The grievant(s) or the P.B.A. must file a grievance within fifteen (15) days of its occurrence.
2. Grievances may be initiated at the Step of the procedure at which relief can be granted.

B. Purpose:

The purpose of this procedure is to secure, at lowest possible level, equitable solutions to the problems that may from time to time arise affecting Officers. Both parties

agree that these proceedings will be kept informal and confidential at any level of the procedure.

C. Procedure:

1. Time limits – The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
2. Level One – Immediate Superior – An Officer with a grievance shall first discuss it with his/her immediate superior, either directly or through the Association's designated representative, with the objective of resolving the matter informally.
3. Level Two – County Sheriff – If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within five (5) working days after the presentation of the grievance, he/she may file the grievance in writing with the P.B.A. 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 Sheriff.
4. Level Three – County Administrator – If the aggrieved party is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within then (10) working days after the grievance was delivered to the Sheriff whichever is sooner, he/she may request in writing, that the P.B.A. 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 P.B.A. submit his/her grievance to arbitration. If the P.B.A. determines that the grievance is meritorious, it may submit the grievance to arbitration within twenty (20) days after receipt of a request 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 P.B.A. shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to PERC by either party. The parties then shall be bound by the rules and procedures of PERC.

The arbitrator's decision shall be in writing and shall be submitted to the County and the P.B.A. 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 provisions 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 P.B.A. Any other expenses incurred shall be paid by the party incurring same.

Rights of Officers to Representation

1. Officers and P.B.A. – Any aggrieved person may be represented at all stages, except at Level One, of the grievance procedures by himself, or, at his/her option, by representative(s) selected or approved by the P.B.A. When an Officer is not represented by the P.B.A., the P.B.A. 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 P.B.A. or any other participant in the grievance procedure by reason of such participation.

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 P.B.A. 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 P.B.A. and given appropriate distribution so as to facilitate operation of the grievance procedure.

4. Meetings and Hearings – All meetings and hearings under the procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, hereto 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 21 **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 22 **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 23 **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 24
NEGOTIATION OF A SUCCESSOR AGREEMENT

The parties shall commence negotiations for a successor contract no later than January 30, 2022.

ARTICLE 25
BEREAVEMENT LEAVE

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

ARTICLE 26
SENIORITY

- A. Seniority shall be defined as an employee's length of unbroken continuous service with the Sheriff's Department. Seniority shall commence and begin to accumulate from the employee's first day of appointment by Ocean County as a duly sworn Sheriff's Officer as recognized by Civil Service standards and accordingly by any break in service.
- B. The seniority system shall be administered departmentally. An employee will carry his/her seniority from one section, division or unit of the department to another. Employees will not lose seniority rights if transferred from one title or duty assignment to another within the same rank.
- C. The Sheriff 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 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 their shift as well as days off, when transferred into the division. The Sheriff shall retain the sole authority for the assignment of Officers to sections, divisions or units within the Departments.

ARTICLE 27 **AGENCY SHOP**

The parties recognize and shall be guided by the terms of the Workplace Democracy enhancement Act as set forth in N.J.S.A. 34:13A-5.11

ARTICLE 28 **CHECK OFF OF DUES**

The County agrees to deduct from the earnings of each member of the P.B.A., 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 29 **ON CALL, EXTRADITION AND K-9 ASSIGNMENTS**

- A. Sheriff's Officers assigned by the Sheriff to an on call duty status shall be compensated in the amount of Two Hundred and Forty Dollars (\$240.00) per week for each week so assigned. This on-call ("Stand-by") duty pay rate indicated above shall increase to the following amounts:

July 1, 2023 = \$400.00
July 1, 2025 = \$450.00

Paragraph B below is the procedure for selection of Duty Week (On Call). *An officer is required to work the assigned Duty Week (On Call).*

B. **Duty Week (On Call) Schedule Selection**

- Duty week (On Call) will be scheduled out for a full year in advance and start the first full pay **first pay period of September** and will be scheduled off the General department list.
- K9, CSI, any Officer in an undercover capacity, and any other Officers who would have a duty specific to their perspective position, would not be able to be mandatorily made to work a Duty week off the General list. They could volunteer to pick Duty week.
- The choosing of the Duty week (On Call) will occur between October 1st and October 31st, during which Officers will be given the opportunity to choose or deny one week of duty (On Call).

- If all 52 Duty weeks are not filled, the list will go around a second time by seniority.
 - If all 52 Duty weeks are not filled, the list will go out a 3rd time allowing anyone to choose the remaining available weeks by seniority.
 - If there are any Duty weeks still not covered after the 3rd offering, the weeks will be filled by reverse seniority of the first denial (Officer that has not taken a Duty week).
 - Any new hires will have to take the duty week of the most senior officer that was mandatorily given a Duty week, once they are off the FTO program.
 - During the Officers Duty week, the Officers will not be able to take or be assessed for any Scheduled overtime or Off duty assignment. They will only be able to take shift extension and any other mandatory overtime, besides the overtime given through the On Call status.
 - If an officer transfers to unit with unit specific mandatory overtime, they have the option of keeping their Duty Shifts or giving them up. If they give up the shift it will go out to all members to see if anyone will volunteer for the shift. If there are no volunteers, then the shift(s) will be the responsibility of the officer.
 - If an unforeseen issue arises, the Duty week will be offered to the General department list.
- C. Sheriff's 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.
- D. Effective upon the execution of this contract, and in addition to on-call pay, Sheriff's Officers assigned by the Sheriff to the K-9 Unit shall receive additional pay for care of the canines, which shall include, but not be limited to, bathing, brushing, exercising, feeding, grooming, related cleaning of the dog's kennel or transport vehicle, and similar activities performed by the canine officer at home on workdays as well as on days off duty. The parties have agreed to this separate rate of pay for care of canines apart from law enforcement duties. Pursuant to the Fair Labor Standards Act, the parties have reached agreement that overtime rate for canine care hours shall be time and one-half the special canine care rate established pursuant to §7(g)(2) of the FLSA. Taking into consideration all of the pertinent facts regarding canine care the agreed-upon pay shall be an additional Two Hundred and Ninety Dollars (\$290.00) per month. Additional hours spent by Sheriff Officers engaged in extraordinary care shall be reported and subject to reimbursement. Sheriff Officers who are assigned the care of more than one (1)

canine shall receive additional compensation of One Hundred and Fifty (\$150) per additional canine.

Similarly, effective July 1, 2023, any officer(s) designated as Mounted Horse Officer shall receive additional pay of \$2,400.00 per year (\$200.00 per month) for the work performed in the care and feeding of the horse, and serving as the mounted officer.

ARTICLE 30 **PERSONNEL FILES**

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

Upon advance notice and at reasonable times, any member of the Department may at any time review his/her personnel file. However, this appointment for review must be made through the Sheriff or his/her designated representative.

Whenever a written complaint concerning an officer of his/her actions is to be placed in his/her personnel file, a copy shall be made available to him/her and he/she shall be given the opportunity to rebut it if he/she so desires, and he/she shall be permitted to place said rebuttal in his/her file. When the employee is given a copy of the complaint,

the identification of the complainant shall be excised. However, if any disciplinary action is taken based on any complaint, then the employee shall be furnished with all details of the complaint, including the identity of the complainant.

All personnel files will be carefully maintained and safeguarded permanently, and nothing placed in any file shall be removed therefrom. Removal of any material from a personnel file by any member of the force shall subject that member to appropriate disciplinary action.

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

ARTICLE 31 **CEREMONIAL ACTIVITIES**

In the event an Officer in another Department in the State of New Jersey is killed in the line of duty, the Employer will permit at least one (1) uniformed Officer of the County to participate in funeral services for the said deceased Officer.

Subject to the availability of same, the Employer will permit a County vehicle to be utilized by the members in the funeral service.

Officers participating in such funeral service shall not be entitled to any compensation during the time in which they are participating in said funeral service unless otherwise agreed to by the Sheriff.

ARTICLE 32 **BULLETIN BOARD**

The Employer will supply one (1) bulletin board for the use of the Association to be placed in a conspicuous location.

The bulletin board shall be for the use of the Association for the posting of notices and bulletins pertaining to Association business and activities or matters dealing with the welfare of employees.

No matter may be posted without receiving permission of the officially designated Association representative. Any bulletins deemed detrimental to the operation of the Department may be rejected for posting by the Sheriff. However, approval for posting shall not be unreasonably withheld.

ARTICLE 33 **WEATHER EMERGENCIES**

If the Ocean County Board of Commissioners closes the County Offices due to inclement weather, any member of this bargaining unit required to work by the Employer shall receive an extra personal day as additional compensation for each full eight (8) hour shift worked.

ARTICLE 34 **DURATION**

The duration of this Agreement shall be from July 1, 2022 through June 30, 2026 and its terms shall remain in full force and effect until a successor agreement is negotiated.

ARTICLE 35 **LAW ENFORCEMENT PROTECTION ACT**

The provisions of Public Law 1996, Chapter 115, known as the Law Enforcement Officers Protection Act are attached hereto and incorporated herein as if set forth at length. P.B.A.

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

ARTICLE 36 **HOURS/SHIFTS**

- A. **10-Hour Shifts** – Any portion of this collective negotiations agreement, or the 4/10 Pilot Program attached hereto related to 10-hour shifts, regarding midnight (12:00AM) being the end of the day/week is hereby superseded by this provision. Unless specifically amended by this sections, the terms of the 4/10 Pilot Program shall continue in force.

During the term of the collective negotiations agreement, all 10 hour shifts will be one of the following for the duration of the contract:

- Sunday through Wednesday 0700-1700 hours or 1700-0300 hours.
- Wednesday through Saturday 0700-1700 hours or 1700-0300 hours.

However, the schedules may be different subject to mutual agreement of the parties.

B. **Shift Bidding:**

1. Shift bids, which will include the days, will be posted no later than June 15th
2. Shift bids will end no later than July 15th.
3. Shift bids will be awarded no later than August 1st
4. New shifts will start on the first pay period of September

IN WITNESS WHEREOF, the parties have set their hands and seals this 23rd day of June, 2023.

ATTEST:

OCEAN COUNTY BOARD OF
COMMISSIONERS:


Michelle I. Gunther
Clerk of the Board


Joseph H. Vicari
Commission Director

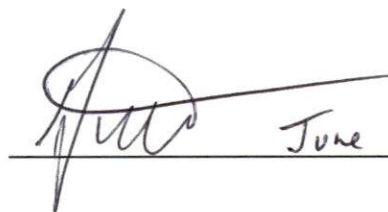
OFFICE OF THE OCEAN COUNTY
SHERIFF

WITNESS:

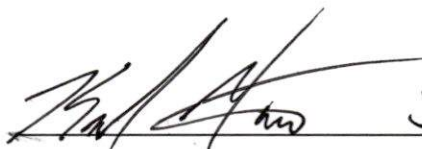


 6/22/23
Michael G. Mastronardy, Sheriff (date)

POLICEMEN'S BENEVOLENT
ASSOCIATION, LOCAL #379

 June 21, 2023

 21 Jun 23
(date)

 JUNE 21, 2023
(date)

**Appendix A
(A-1)**

SALARY GUIDES

Year One July 1, 2022		Year Two July 1, 2023		Year Three July 1, 2024		Year Four July 1, 2025	
Step	Base	Step	Base	Step	Base	Step	Base
1	50,000	1	50,000	1	50,000	1	50,000
2	56,000	2	56,000	2	56,000	2	56,000
3	61,000	3	62,000	3	62,500	3	62,500
4	65,000	4	66,684	4	66,684	4	66,684
5	69,000	5	72,000	5	72,299	5	72,299
6	73,000	6	76,000	6	77,914	6	77,914
7	77,500	7	80,000	7	82,000	7	83,446
8	85,000	8	85,000	8	87,000	8	89,061
9	92,000	9	92,000	9	92,000	9	94,676
10	100,368	10	100,368	10	100,368	10	100,368
11	106,730	11	106,730	11	106,730	11	106,730
12	112,153	12	112,153	12	112,153	12	112,153
13	117,576	13	117,576	13	117,576	13	117,576
14	123,000	14	123,000	14	123,000	14	123,000

Appendix A
(A-2)

Advancement-Placement Chart

Base Year	Year One 7/1/22	Year Two 7/1/23	Year Three 7/1/24	Year Four 7/1/25
Step	Step	Step	Step	Step
1	1	1	1	1
2	1	2	2	2
3	2	3	3	3
4	3	4	4	4
5	4	5	5	5
6	5	6	6	6
7	6	7	7	7
8	7	8	8	8
9	7	8	9	9
10	7	8	9	10
11	7	8	9	10
12	8	9	10	11
13	9	10	11	12
14	10	11	12	13
15	11	12	13	14
OG1	11	12	13	14
OG2	11	12	13	14
OG3	11	12	13	14
	12	13	14	14
	13	14	14	14
	14	14	14	14

APPENDIX B

Proposed Overtime Distribution Policy Change

The Sheriff and PBA Local 379 agree to the following change in contractual language in their collective negotiations agreement which expired on March 31, 2013. All other terms of said agreement remain in full force and effect as of the date of the agreement.

WHEREAS, Article 7 Section D of the parties 2010-2013 collective negotiations agreement sets forth the current system of allocation of overtime assignments among the membership of the PBA;

WHEREAS, the parties have agreed to revise the provisions of Article 7 Section D in accordance with the terms set forth below and in Special Order 2014-025 "Sheriff's Officers Voluntary Overtime List" and agree to be bound by said terms for the duration of the successor agreement, subject to a six (6) month trial period as described below.

The six (6) month trial period, set to expire on October 3, 2014. If, in that time period the PBA or the Sheriff are not satisfied with this policy the allocation procedure outlined under Article 7, Section D of the collective bargaining agreement will be reinstituted with the exception of the following phrase, "excluding CIU road detective, Warrants and ID officers".

NOW, THEREFORE, BE IT RESOLVED, that the text Article 7, Section D shall be revised, effective April 3, 2014, to read;

The Sheriff shall endeavor to equally distribute overtime among all bargaining unit members. Division/Unit specific overtime will be equally distributed among all member of that Division/Unit.

All overtime not unit specific will be distributed through a single department wide voluntary overtime list based on cumulative amount of overtime hours. Details will be offered to the officers with the least amount of overtime hours worked.

All overtime allocation will be governed by policy mutually agreed upon by the PBA and the Sheriff.

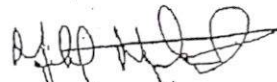
The two officers first up for overtime assignments off the voluntary overtime list will be assigned to an on call status and shall be compensated as per Article 29 Section A of the labor agreement.

It is expressly understood that any officer who does not desire to work any overtime shall indicate same in writing to the Sheriff or his designee and shall not be included in the allocation system describe above for the remainder of that calendar year.

It is also expressly understood that the Sheriff may deviate from the overtime allocation policy in the event of a bona fide emergency.


VP PBA Local 379
FOR President Thomas Shlachak

22


Sheriff

379 PBA President

21 Jun 23

6/21/23

21 Jun 23



4/10 Pilot Program

The Ocean County Sheriff and Ocean County Sheriff's Officers PBA Local 379 agree to the implementation of the following 4/10 Pilot Program:

1. The Program shall be in effect for the remainder of 2014. Thirty days before the expiration of the Pilot Program the parties shall meet to review said Program and determine what modifications, if any, should be made and whether the Program shall be continued. Failure to achieve a successful resolution will result in the termination of the program.

2. This program shall include selected employees of the Sheriff's Office assigned to the following units:

Criminal Investigations
Field Services Warrant Unit
Field Services K-9 Unit
Additional personnel/units may be added upon agreement with both parties

3. A two (2) week grace period will be given to those employees to adjust their personal affairs prior to the implementation of this program, if requested.

4. Each full-time employee covered by this agreement will have their remaining personal leave converted to hours for the year. The employee may use his/her personal time on an hour by hour basis.

5. For the duration of the pilot program each full-time employee covered by this agreement shall enjoy eight (8) hours of holiday time on the dates established in the CBA.

6. If an employee is assigned to the 4/3 work week with ten (10) hour shifts it is understood by the PBA that the employee will need to use ten (10) hours of sick time to cover a sick day off. All remaining sick time will be converting from days to hours.

KA
LH
[Signature]

7. If an Employee is assigned to the 4/3 work week with ten (10) hour shifts it is understood by the PBA that the Employee will need to use ten (10) hours of vacation time to cover a vacation day. All remaining vacation time will be converting from days to hours.

8. Employees assigned to the 4/3 work week with ten (10) hour shifts will be entitled to overtime after ten (10) hours work in a work day or forty (40) hours in a work week.

9. The regular hour of each work day shall be consecutive. The work day shall consist of a twenty-four (24) hour period starting at 12:01 am and ending 12:00^{am} on Wednesday. A work week will begin at 12:01am on Thursday and end at 12:00^{am} on Wednesday. The work week shall consist of seven (7) days, with a work schedule of four (4) ten (10) hour days with three (3) consecutive days off. The work schedule will be either Wednesday to Saturday with Sun/Mon/Tue off or Sunday to Wednesday with Thu/Fri/Sat off.

10. The parties agree that a single off-site training day of eight (8) or more hours will be equal to one work day if the training falls on a scheduled work day.

11. The parties agree that a bereavement day will be equal to one work day if the bereavement day falls on a scheduled work day.

12. Any officer assigned to the 4/10 schedule shall enjoy holidays with pay to be observed on the dates established in the CBA and those holidays shall be converted to hours to be used as a form of paid leave, hereinafter referred to as Holiday Leave. Employees whose regularly scheduled work week does not include Sunday will receive 112 / hours (the equivalent in hours of the 14 recognized holidays) of holiday leave annually. Employees whose regularly scheduled work week includes Sunday will receive 120 hours (the equivalent in hours of the 14 recognized holidays and Easter Sunday) of holiday leave annually.

The use of holiday leave as a form of paid time off shall not be confined to holiday dates. However, all employees must have enough holiday leave to cover all remaining holidays they are scheduled to work prior to using vacation or personal leave to receive time off on those recognized dates or using holiday leave on a non-holiday. Officers who are scheduled to work on a holiday will be required to work unless a leave request is submitted, in accordance to the current practice for vacation leave, and approved.

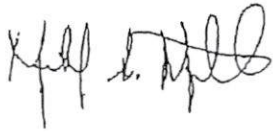
Holiday leave will be compensable towards overtime. Employees called in to work while on holiday leave may rescind their request and will not have time deducted from the holiday leave bank and be compensated at their regular rate of pay for that day.

12/6 KCR
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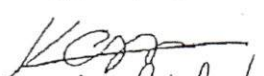
Holiday leave time that is not utilized by the employee within a calendar year is payable in a lump sum to the employee, at their standard straight time rate, no later than the second pay check in January of the subsequent year.

Both parties agree to meet no later than November 1, 2014 to discuss terms relative to holiday leave.

13. The Sheriff will determine staffing levels for all effected units on holidays.



James J. B... 142
FBA PRESIDENT

 133
Vice President

 6/21/23

 21 Jun 23

That Hon June 21, 2023
DELEGATE