

**AGREEMENT**

**between**

**THE MONMOUTH COUNTY SHERIFF,**

**THE MONMOUTH COUNTY BOARD OF CHOSEN FREEHOLDERS**

**-and-**

**MONMOUTH COUNTY CORRECTIONS OFFICERS ASSOCIATION, INC.  
PBA LOCAL 240**

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**January 1, 2014 through December 31, 2017**

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## PREAMBLE

THIS AGREEMENT, effective as of the first day of January, 2014, is by and between the Monmouth County Sheriff (“Employer” or “Sheriff”), the Monmouth County Board of Chosen Freeholders (“Employer-Funding Agent” or “County”), and the Monmouth County Correction Officers Association, Inc., PBA Local No. 240 (“Association” or “PBA 240”), and is designed to maintain and promote a harmonious relationship between the Sheriff, the County and those employees who are within the negotiations unit defined herein in order that more efficient and progressive public service may be rendered.

**ARTICLE 1**  
**RECOGNITION**

**Section 1.** The Sheriff and the County hereby recognize the Association as the sole and exclusive majority representative within the meaning of the New Jersey Employer-Employee Relations Act (“Act”), N.J.S.A. 34:13A-1 et seq., for collective negotiations concerning salaries, hours of work and other terms and conditions of employment for all employees holding the New Jersey Civil Service Commission (“Civil Service Commission”) job classifications of County Corrections Officer and County Corrections Officer Bilingual.

**ARTICLE 2**  
**UNION SECURITY**

**Section 1.** Upon receipt of a written authorization from an employee (which may be revoked in writing and in accordance with law) the County agrees to deduct the regular monthly dues of the Association from the employee's pay and to remit such deduction in accordance with current remittance practice to the Association so designated by the employee in writing to receive such deductions. The Association will notify the County in writing the exact amount of such regular membership dues to be deducted.

**Section 2.** The Association agrees to indemnify and hold the County and Sheriff harmless against any and all claims, suits, orders or judgments brought or issued against the County and/or Sheriff with regard to the dues check-off, except for any claims that result from negligent or improper acts of the County, Sheriff or their agents.

**Section 3.** If an employee covered by the Agreement does not become a member of the Association during a membership year covered by the Agreement, that employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative. The Association will notify the County of any employee who has elected to not become a member of the Association so that the representation fee can be deducted.

**Section 4.** Prior to the beginning of each membership year, the Association will notify the County in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its members for that membership year. The representation fee to be paid by non-members will be equal to eighty-five (85%) percent of that amount.

**Section 5.** The County will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each non-member during the remainder of the membership year in question, and until such time as a new Agreement is executed.

**Section 6.** If an employee who is required to pay a representation fee terminates employment with the County before the Association has received the full amount of the representation fee to which it is entitled under this Article, the County will deduct the remaining unpaid portion of the fee from the employee's final paycheck.

**Section 7.** Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

**Section 8.** The Association will notify the County in writing of any changes in Association membership status and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the County receives said written notice.

**Section 9.** On or about the last day of each month, beginning with the month this Agreement becomes effective, the County will provide the Association with a list of all employees who began their employment in a negotiations unit position during the preceding thirty (30) day period, which shall include each employee's name, job title and date of employment.

**Section 10.** The Association agrees to establish and maintain a "demand and return" system whereby employees who are required to pay the representation fee in lieu of dues may demand the return of the "pro rata share," if any, subject to refund in



accordance with the provisions of N.J.S.A. 34:13A-5.4, as amended. The demand and return system shall also provide that those employees who pay the representation fee in lieu of dues may obtain review of the amount paid through full and fair proceedings placing the burden of proof on the Association. Such proceedings shall provide for an appeal by either the Association or the employee to the review board established for such purposes by the Governor in accordance with N.J.S.A. 34:13A-5.4, as amended.

**ARTICLE 3**  
**ASSOCIATION RIGHTS**

**Section 1.** The Association shall be allocated one hundred twenty (120) days of paid leave per year for attendance at formal PBA meetings and conventions. This leave time shall be inclusive of any leave established by New Jersey law or regulation, including, but not limited to, N.J.S.A. 40A:14-177 and N.J.S.A. 11A:6-10. Leave pursuant to this provision shall be granted upon written authorization submitted by the Association President to the Warden, or a designee, listing the names of the employees attending and the date or dates on which their absence will be required.

**Section 2.** In order to facilitate scheduling, advance notice of the use of leave time shall be provided to the Warden, or his designee, at least three (3) weeks prior to scheduled meetings.

**Section 3.** The Association shall be provided with office space in the Monmouth County Correctional Institution ("MCCI"), but the Association shall be solely responsible for its own telephone bills, if any.

**Section 4.** Before participating in any Association meeting or conference, any guest speaker, attorney, consultant or other person not employed by the Sheriff or County must receive administrative clearance before entering the MCCI.

**Section 5.** The Association President, or a designee, shall have the right to visit the facilities of the County or Sheriff as necessary in order to represent or service employees covered by this Agreement. These visitation rights shall not unreasonably interfere with the daily operations of the County or Sheriff.

**Section 6.** The Association President shall be assigned to a Monday through Friday 7:00 A.M. to 3:00 P.M. work schedule, with deployment and duties to be assigned



by the Watch Commander, consistent with the operational needs of the MCCI. The Association President shall be afforded release time, granted by the Watch Commander, to conduct Association business within the MCCI.



**ARTICLE 4**  
**MANAGEMENT RIGHTS**

**Section 1.** The parties recognize that the Employer has and will continue to retain the rights and responsibilities to direct the affairs of the MCCI in all of its various aspects.

**Section 2.** Among the rights retained by the Employer are the rights to direct the work force; to plan, direct and control all operations and services of the MCCI; to determine the methods, means, organization and personnel by which such operations and services are to be conducted; to contract for and subcontract out services; to relieve employees due to lack of work or for other legitimate reasons; to make and enforce reasonable rules and regulations to change or eliminate existing methods, equipment, or facilities; provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement and that a grievance may be filed by the Association alleging such conflict.



**ARTICLE 5**  
**STRIKE AND LOCKOUTS**

**Section 1.** Neither the Association, nor any of its officers, agents or employees will instigate, promote, sponsor, engage in, or condone any strike, slowdown, concerted stoppage of work or any other intentional interruption of the operations of the MCCI for any reason.

**Section 2.** Any employee who violates the provisions of this Article may be discharged or otherwise disciplined pursuant to the rules and regulations of the Civil Service Commission or other applicable law.

**Section 3.** The Employer shall not engage in any lockouts.

**ARTICLE 6**  
**HANDBOOK AND WORK RULES**

**Section 1.** The parties understand that they are bound by the County's Employee Handbook to the extent that it is not inconsistent with any provisions of this Agreement. Upon request, the Association shall be provided with a copy of the current Employee Handbook.

**Section 2.** The Sheriff may establish reasonable and necessary rules of work and conduct for employees, provided that they are equitably applied and enforced.

**Section 3.** The Sheriff has developed a Rule Book/Policy Manual that sets forth work rules, regulations and discipline procedures. Each employee shall be provided with the most current version of same. Additionally, the Association's executive board shall be issued at least four (4) complete copies of the Rule Book/Policy Manual. The Sheriff may update the Rule Book/Policy Manual from time to time, with any such updates provided to the Association's executive board in electronic format.

**Section 4.** Any proposed new rules, regulations or procedures or any changes in rules, regulations or procedures that directly affect the terms and conditions of employment shall be negotiated with the Association.

**Section 5.** Whenever possible, the Association shall be provided with thirty (30) days advance written notice of any changes in the County's Employee Handbook or the Rule Book/Policy Manual.

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**ARTICLE 7**  
**DISCIPLINE**

**Section 1.** An employee may be discharged or otherwise subject to discipline for just cause.

**Section 2.** An employee shall be given the opportunity to appear at a hearing on disciplinary charges, and at least five (5) working days prior to the hearing shall receive written notice of the hearing, the specific charges to be heard, and the anticipated extent of possible disciplinary action.

**Section 3.** The Association shall simultaneously be provided with the same written notice as the employee.

**Section 4.** If an employee is interviewed or interrogated by the Employer, or any legitimate agent thereof, in a matter that he or she reasonably believes may result in the filing of disciplinary charges against him or her, that employee shall be entitled to request and receive an Association representative prior to the commencement of said interview or interrogation. An employee shall have the right of representation at any disciplinary hearing.

**Section 5.** An employee's prior disciplinary record, other than major offenses, shall not be considered in imposing disciplinary penalties for subsequent offenses if the employee's record has been free of disciplinary offenses for at least one calendar year prior to the subsequent infraction. For purposes of this provision, a "major offense" shall be defined as a non-attendance offense that results in a penalty of suspension or greater.

Any employee who maintains a record free of attendance-related infractions for a period of twelve (12) consecutive months from the date the infraction was committed will revert back two previous levels of discipline on the current progressive disciplinary

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guidelines for attendance-related infractions and will continue to revert back to previous levels of discipline for each additional year the employee goes free from discipline. For example, for one year free from discipline the employee will go back two steps on the guideline, for two years free from discipline the employee will go back an additional step, and so on.

Discipline for pattern setting will not be brought unless an employee has used his or her allotted fifteen (15) days of sick leave in a given year.

**Section 6.** All disciplinary charges shall be brought within forty-five (45) days of the date upon which the appointing authority or party bringing the charge has sufficient information to believe that an infraction has been committed. In the absence of the institution of the charge within this 45 day period, the charge shall be dismissed.



**ARTICLE 8**  
**GRIEVANCE PROCEDURE**

**Section 1.** The purpose of this procedure is to secure equitable solutions to problems that may arise from time to time affecting employees as a result of the interpretation or application of this Agreement between the Employer and the Association.

**Section 2.** A grievance shall mean a complaint that there has been a violation, misinterpretation or inequitable application of any of the provisions of this Agreement, or any dispute concerning the terms and conditions of employment.

**Section 3.** The Association shall process grievances in the following manner:

**Step 1.** The Association shall present the grievance under Step 1 to the Deputy Warden, or if the grievance is not subject to the jurisdiction of the Deputy Warden, to the immediate supervisor. The grievance shall be presented in writing within ten (10) working days of its occurrence and a response will be given within seven (7) working days of its receipt.

**Step 2.** If the Association is not satisfied with the decision of the Deputy Warden or immediate supervisor at Step 1, the grievance shall be presented in writing to the Warden or a designee within seven (7) working days of the receipt of the grievance, arrange a meeting with the Association and provide a written answer to the grievance within three (3) working days after the day of such meeting.

**Step 3.** If the Association is not satisfied with the decision of the Warden or designee under Step 2 of this procedure, then the grievance shall be presented in writing to the next level of authority within seven (7) working days after the Step 2 answer is received or due. For the purpose of this grievance procedure, the next level of authority shall be considered the Sheriff. The Sheriff shall, within seven (7) working days of the receipt of this grievance, arrange a meeting, which shall occur within seven (7) working days thereafter, with the Association. The Sheriff shall give the Association a written answer to the written grievance



within three (3) working days after the date of such meeting. In the event the grievance is not settled at Step 3 of this procedure, the Association may elect to proceed through the Civil Service Commission, if applicable, or through Step 4 of this grievance procedure. However, upon election of either procedure, the choice of the Association then becomes exclusive in nature and neither it nor the affected employee can later avail themselves of the procedure not used.

**Step 4.** If the grievance is still unsettled, the Association may request arbitration within fifteen (15) days after the reply of the Sheriff is received or due. Arbitration shall be through the procedures established by the Public Employment Relations Commission, the expense of which shall be shared equally by the Employer and the Association; each side shall be responsible for its own costs and expenses in presenting the arbitration. The arbitrator's decision shall be final and binding to both parties. The arbitrator shall be governed by the terms of this Agreement and shall add nothing to nor subtract anything from this Agreement.

**Section 4.** The time requirements established herein may only be relaxed by mutual agreement.

**Section 5.** A grievance may be initiated at the lowest step where authority to remedy the grievance exists.

**ARTICLE 9**  
**SALARY**

**Section 1.** The wage and step system agreement is set forth in Appendix A. Both shall survive the expiration of the Agreement.

**Section 2.** A new employee will be ineligible for any step movement until he or she has successfully completed the Training Academy. After successful completion of the Training Academy, the employee shall be entitled to move to the next step on the guide on the date established for step movement by Section 3 of this Article immediately following his/her successful completion of the Training Academy. It is agreed that the Sheriff will enroll a new employee in the Training Academy within one (1) year of the date of employment.

Furthermore, a new employee who is hired after September 1<sup>st</sup> of any year is not eligible to move to the next step on the on the date established for step movement by Section 3 of this Article immediately following his/her date of hire, but must wait until the next such date so long as he/she has successfully completed the Training Academy by that date.

**Section 3.** Annual step movement for all employees hired prior to January 1, 2014 shall take place as follows: July 1, 2014; July 1, 2015; October 1, 2016 and October 1, 2017. For those employees hired on or after January 1, 2014, annual step movement shall take place in accordance with a sidebar agreement entered into between the parties on September 9, 2016, and attached to this Agreement as Appendix B.

**Section 4.** Due to the timing of the County's pay cycle, the parties acknowledge that either in 2015 or 2016 -- depending on whether or not the County decides to issue the paycheck that would otherwise be scheduled for Friday, January 1, 2016, if it was not a



holiday, on Thursday, December 31, 2015 or Monday, January 4, 2016 -- an employee's annual salary will be paid in 27 equal installments, rather than the usual 26 equal installments. The County shall be permitted to implement the foregoing in any reasonable manner.

Alternatively, starting in 2016, the County is permitted to permanently change the pay cycle so that an employee's annual salary will be paid in 24 bi-monthly installments, rather than the current 26 or 27 bi-weekly installments. The County shall be permitted to implement the foregoing in any reasonable manner, including calculating an employee's annual salary based upon the actual number of work hours in any particular year.

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**ARTICLE 10**  
**UNIFORMS AND MAINTENANCE ALLOWANCE**

**Section 1.** Each employee shall be provided with advance payment of the annual uniform and maintenance allowance for the duration of this Agreement in the amount of one thousand two hundred fifty dollars (\$1,250) per annum, paid in a lump sum payment by direct deposit on or before February 1 of each year, which shall be separate from the employee's bi-monthly salary payment. For any employee who is not on the active payroll when the uniform allowance is paid, he or she shall receive the lump sum payment upon return to the active payroll.

**Section 2.** If an employee is suspended, on a leave of absence with or without pay, was on disability for thirty (30) consecutive days or more in the preceding year, or was absent on workers' compensation for sixty (60) consecutive days or more in the preceding year, the uniform allowance paid in January of the succeeding year will be pro-rated accordingly. There will be no pro rata adjustment for suspension, leave of absence with or without pay, disability leave of less than thirty (30) consecutive days duration, or workers' compensation leave of less than sixty (60) consecutive days duration.

**Section 3.** Newly hired employees shall receive their uniform allowance in quarterly pro-rated payments beginning with the first paycheck of January, April, July, and October, and continuing through the end of the calendar year in which they successfully complete training at the Training Academy. Thereafter, they will receive payment as set forth in Section 1.

**Section 4.** New officers shall receive a full complement of necessary clothing to satisfy Training Academy requirements as established by the Employer's rules and regulations.

**Section 5.** Any item of clothing that is damaged in the line of duty shall be replaced at no cost to the employee, payable on the last pay period of the year. However, there shall be no replacement payment if the employee has expended less than \$400.00 during the year for replacement of clothing or for equipment. Any claim for replacement must be substantiated with proof of expenses in excess of the limit herein set.



**ARTICLE 11**  
**COLLEGE INCENTIVE**

**Section 1.** Since the Sheriff and the County recognize the value of trained Correction Officers, they hereby agree to pay any employee covered by this Agreement additional compensation in the amount of \$50.00 per year of college credit that is obtained by the employee after January 1984 and while employed by the Sheriff or the County. The credit must be from an accredited college and in a course that will be of value to the person in the performance of work for the Employer, which the Warden shall approve. Training paid for by the County shall not qualify for this college incentive payment. This final sentence shall not be retroactively applied to employees already receiving such college incentive payments. No employee shall receive in excess of \$1,800 of additional annual compensation pursuant to this Article, except that employees who are earning in excess of this amount as of January 1, 2014 shall not have the amount of their compensation under this Article diminished. In such case, the college incentive will be limited to the amount earned of January 1, 2014. Beginning on January 1, 2014, payment is contingent on the successful completion of the course with the employee receiving a grade of "C" or higher.

**Section 2.** Prior to registration in a course, an employee must obtain approval to attend the course if additional payment is sought. A committee consisting of representatives of the Sheriff's Office, the County's Human Resources Department and the Association shall review and approve proposed courses. Payment shall not be made without prior approval, which shall not be unreasonably withheld.



**ARTICLE 12**  
**HOURS OF WORK**

**Section 1.** The regular hours of work each day shall be consecutive, except for interruptions for meal periods and coffee breaks. A work day shall consist of eight (8) hours of work on or off premises. Said period shall include two fifteen (15) minute breaks and a thirty (30) minute meal period. Employees may aggregate the foregoing periods for up to one hour and utilize same at their discretion, when administratively feasible.

**Section 2.** The work week shall consist of five (5) consecutive days of eight (8) hours of work as defined herein. Said eight (8) hour periods multiplied by five (5) days shall be equivalent to forty (40) hours and a full work week.

**Section 3.** Work schedules showing employees' shifts, work days and hours shall be posted on all departmental bulletin boards.

**Section 4.** The Employer agrees to maintain a time clock for the purposes of determining when employees commence and complete their work day. The Employer agrees to maintain the time clock in good working order.

**Section 5.** A ten (10) minute roll call will be initiated prior to each regularly scheduled shift, unless and until the parties agree to a new schedule. Roll call time shall be paid at the overtime rate.

**Section 6.** Employees who are required to report to work on a normally scheduled workday when the County does not open for ordinary business (thus excluding recognized holidays, weekends and the like) due to an emergency situation will receive additional compensation at straight time for each hour worked during their regular shift. Employees who work more than an eight (8) hour shift will be compensated at the contractual overtime rate only. Employees scheduled to work on a normally scheduled



workday when the County does not open for ordinary business due to an emergency situation, but fail to report to work for any reason, or are on a pre-approved leave day, will be charged for the day.

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**ARTICLE 13**  
**OVERTIME, CALL-IN AND COURT TIME**

**Section 1. Overtime.**

(a) Definition. Overtime is defined as any time worked in excess of the regular work week of forty (40) hours as defined in Article 12 of this Agreement.

(b) Overtime work shall be compensated at the rate of one and one-half (1 and ½) times an employee's regular hourly rate of pay.

(c) Sick leave shall not count as regular hours worked for overtime purposes, but scheduled vacation, scheduled alternate holiday, personal and compensatory time shall be counted as regular hours worked for overtime purposes.

(d) Scheduling and Assignment of Overtime. Overtime shall be assigned on a voluntary seniority rotation basis first and, if there are insufficient volunteers to meet manning requirements, it shall be assigned on an involuntary inverse seniority basis in accordance with Section 4 of this Article. The current practice of the Association's participation in the administration of overtime provided in Section 5 of this Article shall continue.

(e) Notwithstanding the foregoing provisions, no employee may work more than one thousand (1,000) overtime hours in a calendar year, except in the event of emergency or other compelling circumstances as determined by the Warden (or designee) in his or her sole discretion.

(f) There shall be a five (5) minute tolerance at punch out time with no necessity to or accumulation of compensation for overtime purposes. All time from five minutes and one second (5:01) to ten minutes (10:00) shall be recorded and shall be accumulated to one (1) hour, at which time overtime shall be paid. Punch out beyond ten (10) minutes



(10:01, etc.) shall be recorded and shall accumulate to one (1) hour, as above, except that an employee may be required by the MCCI Administration to supply a written report explaining the reason for the late punch out.

**Section 2. Call-In Time.** In the event that an employee is called in or back to duty during time off, compensation shall be paid at one and one-half (1 and ½) times the regular rate of pay for four (4) hours or for all hours worked, whichever is greater.

**Section 3.** An employee may request compensatory time off for overtime service, up to a maximum of 480 hours. An employee shall also have the option to receive pay for compensatory time earned, provided that it is requested in the year it is earned and not later than November 1<sup>st</sup> of that year. Distribution is to be governed by seniority and is subject to scheduling availability. The employee may request the option of compensatory time for any overtime hours worked up to a maximum of 480 hours. For example: Eight (8) hours of overtime equals twelve (12) hours of compensatory time.

**Section 4. Court Time.** All off-duty court appearances shall be compensated at one and one-half (1 and ½) times the employee's regular rate of pay for two (2) hours, or for all hours worked, whichever is greater.

**Section 5.** A preferred list of volunteers for overtime shall be developed between the MCCI Administration and the Association specifying the following:

- a. Employees who wish to work beyond their shift; and
- b. Employees who wish to work on their scheduled days off.

The preferred list of volunteers and the forced overtime list shall be administered by the Association and distributed by the Association to the scheduling supervisor. On a semi-

annual basis, the Association will administer post-bids and day-off bids on a seniority basis.

In the event volunteers for overtime cannot be secured, then the Warden shall require employees on the shift to be held over until the shift can be filled with qualified personnel. Employees shall be held over in the inverse order of seniority with the employee with the least seniority being first until the shift is rotated through.



**ARTICLE 14**  
**INSURANCE**

**Section 1.** It is agreed that the County will offer a medical point of service plan for employees covered by this Agreement. Employees shall pay the amount required by current New Jersey law as a contribution towards the County's cost of providing this plan, which in no event shall be less than 1.5% of base salary. The parties agree that should an employee voluntarily waive all coverage under the County's health plan, and provide proof of coverage from a source other than the County, the County will waive the required contribution for the employee. Such employee contributions shall be placed by the County into an IRS type 125 cafeteria plan so that it shall be tax free for Federal tax purposes, in accordance with New Jersey law.

**Section 2.** The County shall continue to maintain a traditional indemnity medical insurance program, as is currently provided on a self-insured basis. However, any employee opting to participate in such program shall be responsible for a portion of the premium costs and made through automatic payroll deductions. The portion of the premium costs for which the employee shall be responsible shall in no event be less than 1.5% of the employee's annual base salary or any greater amount required by New Jersey law. Such employee contributions shall be placed by the County into an IRS type 125 cafeteria plan so that it shall be tax free for Federal tax purposes, in accordance with New Jersey law.

**Section 3.** The provisions of Freeholder Resolution #94-267 shall continue to apply, and the traditional indemnity medical insurance program shall not be offered nor available to employees hired on July 1, 1994 or thereafter.



**Section 4.** Negotiations unit members, and those employees receiving benefits under the County temporary disability program, shall be provided with the prescription insurance plan established by the County. All existing prescription drug co-pays shall remain unchanged unless and until such time as these co-pays are increased for the County's employees not represented for purposes of collective negotiations. Co-pays shall be limited to the lesser of the amount paid by the County's non-represented employees or the following:

Non-Mail Order

<b>Retail (brand)</b>	<b>\$20.00</b>
<b>Generics</b>	<b>\$5.00</b>

90 days Mail Order

<b>Retail (brand)</b>	<b>\$15.00</b>
<b>Generics</b>	<b>\$0.00</b>

**Section 5.** The statutory compensation provided in N.J.S.A. 34:15-12(a) is recognized as controlling the issue of access to payment for employees on temporary disability leave. Except as specifically set forth herein, reimbursement for temporary disability leave of six (6) months or less shall be calculated to ensure that employees on such worker's compensation temporary disability leave will be paid the same amount of take home pay [net pay] as they were receiving prior to their disability leave. For months seven (7) through nine (9), employees shall receive ninety percent (90%) of net pay, and for months ten (10) through twelve (12), employees shall receive seventy percent (70%) of net pay. Thereafter, the provisions of N.J.S.A. 34:15-12(a) shall apply.

However, in the event an employee suffers a bodily injury in the course of a physical interaction with an inmate or detainee, while on temporary disability leave for that injury he or she will be paid the same amount of take home pay [net pay] as he or she

was receiving prior to his or her disability leave for a period of up to twelve (12) full months. Thereafter, the provisions of N.J.S.A. 34:15-12(a) shall apply. Any dispute whether an injury qualifies for this enhanced benefit may be resolved by the negotiated grievance procedure contained in Article 8 of this Agreement.

Notwithstanding all of the foregoing, if the County offers a greater worker's compensation benefit to its employees not represented for the purposes of collective negotiations, employees represented by the Association shall be entitled to an identical benefit.

**Section 6.** A memorandum of agreement executed by the parties regarding certain modifications to the County's health care and pharmaceutical plans is attached to this Agreement as Appendix C and is incorporated herein.

**ARTICLE 15**  
**VACATIONS**

**Section 1.** Each employee shall be entitled to annual vacation leave, depending upon said employee's years of service with the County, as follows:

<b><u>YEARS OF SERVICE</u></b>	<b><u>VACATION</u></b>
Up to 1 year	1 day per month worked
2 <sup>nd</sup> through 5 <sup>th</sup> year	12 working days
6 <sup>th</sup> through 12 <sup>th</sup> year	15 working days
13 <sup>th</sup> through 20 <sup>th</sup> year	20 working days
21 or more years	25 working days

**Section 2.** For 2013 and before, for purposes of computation, employees who are hired between January 1 and June 30<sup>th</sup> will be credited for that year of service in determining time served for their vacation time. Employees hired after June 30<sup>th</sup> will not receive credit for that year of service in determining their vacation time for that year, but instead will begin receiving credit on January 1<sup>st</sup> of the following year. For 2014 and after, both existing and new employees will be credited for a year of service in determining time served for their vacation time no matter when an employee began his or her employment, however, this change will not apply retroactively to vacation leave entitlements for 2013 or prior years.

**Section 3.** Seniority, based upon certified time as measured from the date of permanent appointment at the MCCI, shall govern the scheduling of all vacations.

**Section 4.** Vacation selection shall be made on or by December 1<sup>st</sup> of the year preceding the year in which the vacation is to be taken. A "block system" shall be followed, wherein a senior officer may schedule all or part of said employee's vacation time as a continuous block of time. Once such a block of time is scheduled, that employee must then wait until all other employees have selected their block of time,



whereupon the employee may select an additional block of time, until all time is used. Primary vacation selections shall be made by December 1<sup>st</sup> of the year preceding the vacation year, but in no case until after the work chart is set for the year in which the vacation selection is to be taken.

Any officer who has accrued fifteen (15) or more vacation days shall be permitted to float up to five (5) vacation days, which may be utilized individually or collectively throughout the year, subject to the Employer's approval, which shall be based upon available scheduling. The usage of such days is subject to the following additional requirements:

- The decision to float such days must be made at the beginning of the year when vacation picks are submitted.
- These days will be used like a floating holiday, and will be treated identically to any other benefit day.
- If an employee wishes to use a floating vacation day(s), he or she will request it using a "request for day off" form at least seven (7) days prior to the anticipated vacation day(s).
- Approval of floating vacation days will be based on seniority.
- Failure to use such days by the end of the calendar year shall result in their forfeiture.

**ARTICLE 16**  
**PERSONAL, SICK AND MATERNITY LEAVE**

**Section 1. Personal Leave.** Except where the schedule does not permit, the Warden, or designee, shall allow up to three (3) personal days to be taken annually. Requests to use personal days are subject to prior approval and shall ordinarily be made at least five (5) working days prior to the personal day requested, but an employee may request a personal day for emergent circumstances by telephone.

**Section 2. Sick Leave.** Pursuant to County policy, the Employer will advance fifteen (15) sick leave days in accordance with Civil Service Commission regulations. This Agreement shall be subject to the County's Family Medical Leave (FML) policy and, therefore, sick days need not be utilized to care for a qualifying family member. The Employer agrees to the telephonic verification of home/place of confinement policy, attached hereto as Appendix D, and agrees that said policy is permissibly negotiable, provided, however, that said policy will be amended effective January 1, 2015 to provide that beginning on the eleventh (11<sup>th</sup>) sick day of each calendar year an employee shall be subject to confinement checks [reduced from the sixteenth (16<sup>th</sup>) sick day].

**Section 3.** Employees who do not use any sick time for any twelve (12) month calendar period shall be credited with (2) Warden incentive days, which may be utilized at the employee's discretion. Employees who use sick time three (3) or less times during any twelve (12) month calendar period shall be credited with one (1) Warden incentive day, which may be utilized at the employee's discretion, schedule permitting.

**Section 4. Pregnancy Leave.** An employee who requests leave with or without pay by reason of disability due to pregnancy shall be granted such leave under same terms and conditions as those applicable for sick leave or leave without pay. Sick or



vacation leave may be used for pregnancy disability leave. An employee must exhaust all accrued sick leave to be eligible for the County's temporary disability compensation plan.

**Section 5.** Leave for child care may be granted to employees under the same terms and conditions as provided under family leave, which provides for a maximum of twelve (12) weeks of leave in any twenty-four (24) month period.

**Section 6.** An employee may request an unpaid leave of absence for up to six (6) months pursuant to Civil Service Commission regulations, and may make application for an extension of the initial six (6) month leave pursuant to said regulations.



**ARTICLE 17**  
**HOLIDAYS**

**Section 1.** All employees shall be afforded thirteen (13) alternate holidays per year, three (3) of which may be utilized at their discretion as emergency/personal leave days, but such emergency/personal leave days shall not be counted as hours worked for overtime purposes. These alternate holidays are in lieu of the holidays currently recognized by the County for its non-represented employees, more specifically, New Year's Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Election Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, and Christmas Day.

**Section 2.** Any other holidays granted generally to County employees by resolution of the Board of Chosen Freeholders, the Governor of New Jersey, or the President of the United States shall also be granted to employees covered by this Agreement.

**Section 3.** The scheduling of alternate holidays shall be governed by seniority, subject to scheduling availability.



**ARTICLE 18**  
**DEATH IN FAMILY**

**Section 1.** The Employer will grant up to five (5) days leave to an employee due to the death of the employee's parent, spouse (including civil union or domestic partner), child or step-child, or sibling.

**Section 2.** The Employer will grant up to three (3) days leave to an employee due to the death of a parent-in-law, grandparent, grandparent-in-law, grandchild, foster child, or other member of the immediate household.

**Section 3.** Leave provided under this Article shall not be counted as sick leave.



**ARTICLE 19**  
**PERSONNEL**

**Section 1.** A sufficient number of personnel shall be assigned to each shift to permit the secure operation of the facility and to assure adequate coverage for the health and safety of employees.

**Section 2.** Should an opening become available on a shift, it shall be posted on the bulletin board for five (5) days so that employees may bid for said opening. Seniority shall be considered as the final determination.

**Section 3.** The Warden reserves the right to assign staff to any position when needed. Special assignments requiring special skills and expertise shall be assigned based upon an evaluation of the training, education and skill necessary to successfully complete the assigned tasks. However, in no case shall shift changes be used to discriminate against any employee.

Should a special assignment opening expected to last for more than thirty (30) days become available on a shift, it shall be posted on the bulletin board for seven (7) calendar days so that employees may bid for said opening. It is understood that notification and selection shall occur without any unnecessary delay, though the special assignment opening may be filled on a temporary basis by the Warden.



**ARTICLE 20**  
**WEAPONS QUALIFICATION AND TRAINING**

**Section 1.** The Employer shall continue to provide a mandatory firearms range qualification program for employees at least once per year, or more often if so required to comply with a New Jersey law, regulation, policy, or guideline specifically applicable to County Correction Officers.

**Section 2.** In the event that the Employer provides training programs for employees in accordance with state regulations and guidelines, participation in such training programs shall be mandatory.

**Section 3.** Participation in training programs over and above regular working hours shall be compensated at the overtime rate.

**Section 4.** The Employer requires one hundred and twenty-five (125) firearms-qualified employees for operational needs. Any employee who qualified prior to May 25, 1992 shall be allowed to maintain that status, but there shall be no replacements on the qualification roster until the number of qualified officers falls below 125.



**ARTICLE 21**  
**TRANSPORTATION**

**Section 1.** The parties agree that penal transportation encompasses a variety of details. By way of example, the following general categories have been identified in conjunction with the transportation of prisoners assigned to or in the custodial care of the Sheriff:

- a. Monmouth County Courthouse (including transportation to and from the MCCI and the Courthouse, custodial responsibility within the Courthouse, and escort duties to and from the holding area within the Courthouse to and from courtrooms).
- b. Inmate transportation to and from all other penal institutions and courts outside of the County (including state, federal, and county facilities), out-of-state prisoner transport, and witness protection program transport.
- c. Transportation of prisoners to and from hospitals and specific mental and/or physical detention facilities.
- d. Transportation of inmates to and from treating physicians, dentists, medical technicians, and the like.
- e. Transportation to treatment clinics (not detention in nature).

**Section 2.** The parties agree that negotiations unit members (Correction Officers) shall be responsible for all transportation duties as may relate to and be performed under categories (subsections) (b) and (c) as stated herein above.

**Section 3.** Negotiations unit members (Correction Officers) shall be eligible to fill vacancies as may occur within categories (subsections) (a), (d) and (e), as stated herein above, if, and only if, replacements are not available to fill said assignments from within the department of responsibility.

AA



**Section 4.** Any new category, other than those listed herein above in Section 1, shall be discussed with the Association prior to the assignment of responsibilities as may be related thereto, prior to their implementation and assignment.

**Section 5.** The decision as to the number of employees accompanying a prisoner during a transport shall be made by the appropriate supervisor.

**Section 6.** Whenever it is necessary to transport any prisoner at night or to transport a prisoner who is charged with or has been convicted of a high misdemeanor, a minimum of two (2) negotiations unit members shall accompany the prisoner during the transport.

**Section 7.** The Sheriff and County shall ensure that transportation and hospital duty shall be assigned to negotiations unit members (Correction Officers) except in emergent circumstances. Hospital duty, when required, is considered a post and shall be assigned to negotiations unit members (non-supervisory Correction Officers).

**Section 8.** It is agreed that upon approval by PBA 314, on behalf of the County's Sheriff's Officers, that it will be responsible for only those transportation duties set forth under Section 1(a) above, then at that time the Association will be responsible for all other transportation duties as set forth in Section 1(b) through (e). In that case, Sections 3 and 4 above will lapse.

**ARTICLE 22**  
**PAYCHECK RELEASE**

**Section 1.** Paychecks for the 10:00 p.m. to 6:00 a.m. shift will be available at the end of the shift at 6:00 a.m. Friday morning. This will continue until any change in shift hours that may be agreed to by the parties.



**ARTICLE 23**  
**PROBATIONARY PERIOD**

**Section 1.** New employees permanently appointed shall serve a twelve (12) month probationary period and as governed by P.L. 1988, c. 176, or as that law may be amended.

**Section 2.** The Employer has the right to remove an employee during such probationary period for cause.

**Section 3.** The Employer has the right to deny permanent status to any probationary employee at the conclusion of said probationary period, in which case and at such time, said employee's employment shall be terminated.

**Section 4.** Exercise of the rights provided in Section 3, above, shall not be subject to the contractual grievance procedure. The Sheriff and County shall hold the Association harmless for its agreement with and adherence to this section.



**ARTICLE 24**  
**JOINT SAFETY AND FACILITY COMMITTEES**

**Section 1.** The parties shall establish a joint Safety Committee consisting of representatives of both the Sheriff and the Association.

**Section 2.** The parties shall establish a Facilities Committee consisting of one (1) representative of the Sheriff, one (1) representative of the County, and two (2) representatives of the Association. The Facilities Committee shall review questions and issues concerning facilities as they arise.

**ARTICLE 25**  
**NON-DISCRIMINATION**

**Section 1.** The Employer and the Association hereby agree that they shall not discriminate against any employee because of race, creed, color, national origin, sex, ancestry, religion, marital status, domestic partnership status, sexual or affectional orientation, gender identity or expression, political affiliation, mental or physical or perceived disability, age, familial status, or liability for service in the Armed Forces of the United States, in compliance with all applicable federal and state statutes, rules, and regulations.

**Section 2.** The Employer and the Association agree not to interfere with the right of employees to become or to refrain from becoming members of the Association. There shall be no discrimination against any employee because of unit membership, union non-membership or union activity.

**Section 3.** Grievances arising under this Article shall not be subject to the final binding arbitration step of the grievance procedure, but, rather, be submitted to the appropriate administrative agency having jurisdiction over the subject matter of the complaint.

**ARTICLE 26**  
**CEREMONIAL ACTIVITIES**

**Section 1.** In the event of a death of a law enforcement officer in another department within the state of New Jersey, the Sheriff will permit at least two (2) uniformed County Correction Officers to be detailed to participate in funeral services for the deceased officer, to be selected by the Association president.

**Section 2.** The detail will be provided with a Sheriff's vehicle to be utilized for participation in the funeral service, if available.

**ARTICLE 27**  
**REPLACEMENT**

**Section 1.** No full-time employee in a safety sensitive position or in a position requiring unique training and experience as a County Correction Officer shall be replaced by any individual outside of the negotiations unit.

**Section 2.** No post currently filled by a full-time employee in a safety sensitive position or in a position requiring unique training and experience as a County Correction Officer shall be replaced by any individual outside of the negotiations unit.

Handwritten initials in the bottom right corner of the page.

**ARTICLE 28**  
**MAINTENANCE OF STANDARDS AND SAVINGS**

**Section 1.** It is the intention of the parties hereto that during the term of this Agreement, all terms and conditions of employment, established past practices, and other benefits presently in this contract, shall be continued to the same level and in the same manner as presently in existence.

**Section 2.** If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable or not in accordance with applicable statutes, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.





**ARTICLE 29**  
**TERM AND EXTENT OF AGREEMENT**

This Agreement shall be effective January 1, 2014 and shall continue in full force until its expiration date on December 31, 2017, or until a new Agreement is executed.

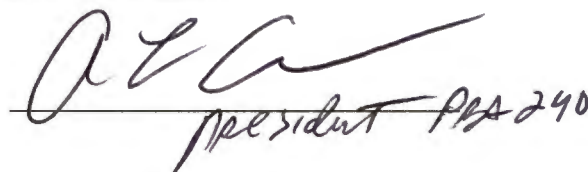
IN WITNESS WHEREOF, the parties have hereunto affixed their signatures this \_\_\_\_ day of \_\_\_\_\_, 2017.

MONMOUTH COUNTY SHERIFF



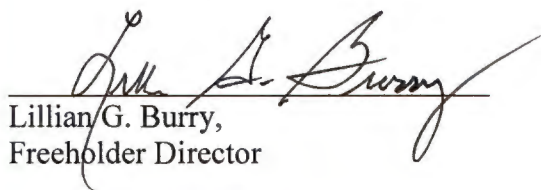
\_\_\_\_\_

MONMOUTH COUNTY  
CORRECTION OFFICERS, INC.  
PBA LOCAL 240



\_\_\_\_\_ President PBA 240

MONMOUTH COUNTY BOARD  
OF CHOSEN FREEHOLDERS



\_\_\_\_\_

Lillian G. Burry,  
Freeholder Director



\_\_\_\_\_

Teri O'Connor,  
County Administrator

**APPENDIX A**

**2014 through 2017 Salary Guide**

STEP	2013	2014	2015	2016	2017
ENTRY	34006	<b>34006</b>	<b>34006</b>	<b>35000</b>	<b>36000</b>
1	43117	<b>43117</b>	<b>43117</b>	<b>43117</b>	<b>43117</b>
2	44881	<b>44881</b>	<b>44881</b>	<b>44881</b>	<b>44881</b>
3	46645	<b>46645</b>	<b>46645</b>	<b>46645</b>	<b>46645</b>
4	48409	<b>48409</b>	<b>48409</b>	<b>48409</b>	<b>48409</b>
5	50173	<b>50173</b>	<b>50173</b>	<b>50173</b>	<b>50173</b>
6	57229	<b>57229</b>	<b>57229</b>	<b>57229</b>	<b>57229</b>
7	64286	<b>64286</b>	<b>64286</b>	<b>64286</b>	<b>64286</b>
8	71281	<b>71281</b>	<b>71281</b>	<b>71281</b>	<b>71281</b>
9	78399	<b>78399</b>	<b>78399</b>	<b>78399</b>	<b>78399</b>
10	86276	<b>86276</b>	<b>86276</b>	<b>86276</b>	<b>86276</b>
11	n/a	<b>93813</b>	<b>93813</b>	<b>93813</b>	<b>93813</b>
12	97813	<b>99750</b>	<b>101700</b>	<b>103700</b>	<b>106000</b>

*For employees hired prior to January 1, 2014, step movements at all steps (including the increases across the guide at the top step) shall be implemented as follows: 2014: July 1; 2015: July 1; 2016: October 1; 2017: October 1. For employees hired on or after January 1, 2014, step movements shall take place in accordance with the sidebar agreement attached as Appendix B.*

**SIDEBAR AGREEMENT**

**between**

**MONMOUTH COUNTY SHERIFF'S OFFICE  
COUNTY OF MONMOUTH  
-and-  
PBA LOCAL 240**

This Sidebar Agreement ("Agreement") is entered into this 9<sup>th</sup> day of September, 2016, by and between the Monmouth County Sheriff's Office/County of Monmouth (collectively, "County") and PBA Local 240 ("Union").

**RECITALS**

**WHEREAS**, the Union represents rank and file Corrections Officers working for the County; and,

**WHEREAS**, the parties entered into a Memorandum of Agreement ("MOA") for a collective negotiations agreement effective January 1, 2014 through December 31, 2017 that provides for salary step movements for Corrections Officers on July 1, 2014; July 1, 2015; October 1, 2016; and October 1, 2017; and,

**WHEREAS**, this provision does not take into account Article 9, Section 2 of the 2009-2013 collective negotiations agreement ("CNA"), which was unchanged by the MOA, and states that certain newly hired Corrections Officers are entitled to receive salary step movements on January 1<sup>st</sup> of the following year; and,

**WHEREAS**, the parties agree that applying the salary step movement dates in the MOA for these newly hired employees could lead to inequitable results such as a delay of more than two years for some of these employees, who are at the lowest end of the salary guide, to receive their first salary step movement.

**WHEREAS**, the parties have met and conferred to resolve this discrepancy in a fair and equitable manner and to settle the matter for the term of the 2014-2017 CNA.

**NOW, THEREFORE**, the County and Union agree as follows:

1. The parties agree that in order to harmonize the MOA with the intent and purpose of Article 9, Section 2 of the CNA, salary step movements (except as set forth in Sections 2 and 3, below) for all Corrections Officers hired by the County on or after January 1, 2014 shall take place on January 1, 2015; January 1, 2016; and January 1, 2017, as applicable based upon the date of hire.
2. The provision of Article 9, Section 2 of the CNA providing that any sworn corrections officer hired after September 1<sup>st</sup> of any year is not eligible to move to

the next step on the January 1<sup>st</sup> immediately following the date of hire, but must wait until the next January 1<sup>st</sup> (so long as he/she has successfully completed the Academy) shall remain in effect. Example: A Corrections Officer hired on October 1, 2014 shall not receive a salary step movement on January 1, 2015, but shall receive a salary step movement on January 1, 2016 provided he/she has successfully completed the academy. He/she shall continue to receive a salary step movement on January 1<sup>st</sup> of each year through January 1, 2017.

3. The provision of Article 9, Section 2 of the providing a corrections officer must complete the training academy to receive a salary step movement shall remain in effect. Salary step movement shall be on the January 1<sup>st</sup> immediately following the completion of the training academy (unless Section 2 applies to delay the salary step movement to the following January 1<sup>st</sup>). Salary step movements shall continue on January 1<sup>st</sup> of each year through January 1, 2017.
4. After the expiration of the MOA on December 31, 2017, salary step movement for all corrections officers hired by the County on or after January 1, 2014 shall be the same as for Corrections Officers hired prior to January 1, 2014.
5. This Agreement and the terms contained herein shall be incorporated into the CNA for 2014-2017 that is currently being drafted by the parties.
6. Neither party shall file any grievance or other dispute relating to salary step movement relating to the subject-matter of this Agreement.
7. Salary adjustments necessitated by this Agreement shall be paid as soon as practicable, but in any event, no later than thirty (30) days after the execution of this Agreement, unless otherwise agreed upon by the parties.
8. The parties agree that this settlement shall be non-precedential, is limited to specific, unique facts and circumstances, and is not intended to create a past practice nor shall it be binding with respect to any other County employee or negotiations unit.

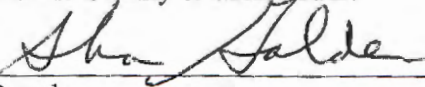
For PBA Local 240:

  
\_\_\_\_\_

Dated:

9/9/16

For the Monmouth County Sheriff  
and the County of Monmouth:

  
\_\_\_\_\_

Dated:

**ATTACHMENT A - AGREEMENT**

**WHEREAS**, the County's Benefits Department, in consultation with the County's health care and pharmaceutical plan administrators, have proposed numerous modifications to the County's health care and pharmaceutical plans where it is believed that substantial savings can be achieved at limited burden to the County's employees and dependents; and,

**WHEREAS**, while the County does not concede the negotiability of any or all of these modifications, it wishes to avoid any future Union challenges to them given their importance; and,

**WHEREAS**, the Association reserves all rights, claims and defenses as to any changes in the County's health and pharmaceutical plans not specifically set forth herein.

**NOW, THEREFORE, BE IT RESOLVED** that the Association agrees that the County shall have the right to implement any or all the following changes to its health care and pharmaceutical plans in its discretion at any time on or after January 1, 2015, so long as no such changes are implemented for Association employees until such time as they are simultaneously implemented for the County's non-represented employees;

**BE IT FURTHER RESOLVED** that the County shall provide at least sixty (60) days prior written notice before implementing any or all of the changes listed herein, but the Association shall have no right to demand negotiations as to whether or not they shall be implemented, nor shall the Association have any right to file any grievance, unfair practice, lawsuit, or other legal challenge in any forum relating to the County's decision to implement any or all of these changes provided said changes are made in accordance with this Agreement;

**BE IT FURTHER RESOLVED** that the foregoing changes shall not affect the benefits of any person who has retired prior to the date of this Agreement.

**HEALTH CARE PLAN MODIFICATIONS**

1. The County may increase OOP (Out of Pocket) maximums for out-of-network treatment as follows: Family OOP maximums may be increased from \$5,000 per year to no more than \$10,000 per year. Single OOP maximums may be increased from \$2,500 per year to no more than \$5,000 per year.
2. The County may increase the co-payment for utilizing emergency room services from \$25 per visit to no greater than \$75 per visit starting on January 1, 2015 and \$100 per visit starting on January 1, 2016. The existing policy of waiving the co-payment when an ER visit results in admission to a hospital shall remain in force.
3. The County may revise its pricing schedule for out-of-network treatment to modify the "reasonable and customary" rate used to calculate reimbursement for such

out-of-network treatment to no less than 150% of the rate established by the Centers for Medicare & Medicaid Services.

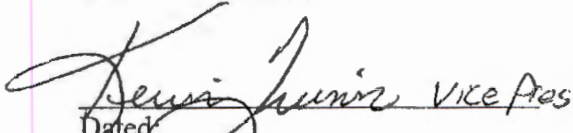
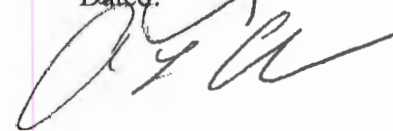
**PHARMACY PLAN MODIFICATIONS**

1. The County may implement a “network narrowing” plan to reasonably limit the pharmacies from which members may purchase pharmaceuticals, which shall consist of removing one (1) of the following three (3) national pharmacy chains (or their successors in interest) from the County’s network: (1) Walgreens, (2) Rite-Aid, (3) CVS.

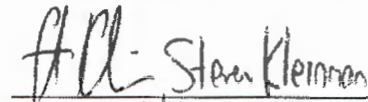
2. The County may implement a “dispense as written” policy in which members are subject to the use of generic prescription drugs according to State guidelines, and if a member insists on a brand drug when a generic drug is available, the member will be required to pay both the “brand” co-pay as well as the entire difference in actual cost between the brand drug and the generic drug. This provision shall not be applicable if the prescribing physician writes “DAW” or “dispensed as written” or checks the “do not substitute” box on the prescription.

**IN WITNESS WHEREOF**, the parties have executed this Agreement by their duly authorized officers.


For the Association:

  
Kevin Junis Vice Pres #240  
Dated:  PBA 240

For the County of Monmouth:

  
Allan Stern Kleiman  
Dated: 12/1/14

For the Monmouth County Sheriff:

  
Dated:

APPENDIX D

**MCCI POLICY AND PROCEDURE 3.21 Home visitation**

<b>Monmouth County Sheriff's Office</b>			
<b>Department of Corrections</b>			
<b>Policy and Procedure</b>			
SECTION: <b>Standard Operating Procedures</b>		EFFECTIVE DATE: <b>7/12/05</b>	
SUBJECT <b>Telephonic Verification of Home/Place of Confinement</b>		PAGES: <b>1 OF 3</b>	
VOLUME: <b>3.21</b>	CHAPTER: <b>PERSONNEL</b>	DISTRIBUTION: <b>ALL MANUALS</b>	REFERENCES:
NJ STANDARD:			REV. ON:   PAGE:   SECT.:   APPROVED:
ADULT DETENTION FACILITY STANDARDS:			
ISSUING AUTHORITY:			
<b>WARDEN WILLIAM J. FRASER</b>			

**I. PURPOSE**

To establish policy and guidelines regarding checks via telephone of employees who are confined due to sick leave.

**II. POLICY**

The administration will conduct checks via telephone to uniformed and civilian employees on the sixteenth day (and starting in 2015, the eleventh day) of sick leave in a calendar year at their residence or reported place of confinement. Such calls are conducted primarily for one or more of the following purposes.

- Deter abuse of sick leave.
- Evaluate member's ability to perform his / her assigned duties.

*AA*

## **MCCI POLICY AND PROCEDURE 3.21 Home visitation**

### **III. PROCEDURES**

#### **A. CRITERIA FOR CHECKS VIA TELEPHONE**

Beginning on the sixteenth sick day of each calendar year (and starting in 2015, the eleventh day) an employee shall be subject to confinement checks via telephone.

#### **B. PROCEDURE**

1. The desk Sergeant shall be required to fill out a sick slip containing the reason the employee is out sick, and date and time of call out.
2. At the completion of roll call for each scheduled shift, the Desk Sergeant will compile a list of all employees who exceeded 15 (and starting in 2015, 10) days out sick for the calendar year. This list will be forwarded to the Administrative Captain.
3. The Administrative Captain will review the list of employees out sick to determine if disciplinary action is warranted.

#### **C. NOTIFICATION OF SICK LEAVE:**

1. Custody staff using sick leave shall be required to notify the Desk Sergeant in central Control one (1) hour prior to their duty assignment and state the nature of the illness.
2. All other non-custody staff using sick leave shall be required to notify the Chief Clerk one (1) hour prior to their start time and state the nature of the illness.

**NOTE:** All notifications to the Desk Sergeant will be documented in a log book.

#### **3. Staff Responsibilities:**

When calling for verification on the sixteenth sick day (and starting in 2015, the eleventh day), administration will telephonically verify that an employee is confined at his/her residence during the hours of his/her regularly scheduled shift. The only reasons for leaving the residence or place of actual confinement are for a doctor's appointment, to pick up medication/food, to vote, consult with an attorney, attend legal proceedings as a witness or party, or to attend religious services. The department shall be notified prior to leaving the residence or place of confinement by calling the Desk Sergeant and providing the name, telephone number, and address of each of the



employee's destination(s), including any persons the employee is going to visit. The employee shall notify the Desk Sergeant in Central Control upon return to his/her residence or place of actual confinement.

**MCCI POLICY AND PROCEDURE 3.21 Home visitation**

**An employee on sick leave must be available during his/her shift to personally answer any telephone calls at his/her home telephone number or actual place of confinement from the Sick Leave Control Unit.**

Staff members who are using sick leave will be subject to checks via telephone call by the department during their scheduled tour of duty. During this time the responsibility is on the staff member to be available to the individual making the telephonic check. This check will be done to the staff members listed home telephone number or the given place of confinement telephone number. Staff members who fail to respond to these attempts within 30 minutes of the telephonic check will be subject to disciplinary action. Staff members who have not notified the department that they will not be at their residence and/or have not given their location for the duration of their tour of duty will be subject to disciplinary action.

**D. PROCEDURE FOR CHECKS VIA TELEPHONE CALL**

- a. The Desk Sergeant will call all employees who have called out sick for the sixteenth (and starting in 2015, eleventh) sick day occurrence. The Desk Sergeant will not call an officer's home/place of confinement after 11:00 p.m. or before 5:00 a.m.
- b. A list of all those employees who were called, and the results of telephone calls, will be issued to the Watch Commander before the end of the shift. The Warden shall be notified by the following business day.