

*Contract #23*

AGREEMENT

BETWEEN

MONMOUTH COUNTY SHERIFF and  
MONMOUTH COUNTY BOARD OF CHOSEN FREEHOLDERS

and

MONMOUTH COUNTY SUPERIOR OFFICERS ASSOCIATION, INC.  
F.O.P. LODGE NO. 30

[Monmouth County Correctional Institution]

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JANUARY 1, 1990 through DECEMBER 31, 1992

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PREAMBLE

THIS AGREEMENT, effective as of the first day of January 1990, by and between the Monmouth County Sheriff [hereinafter referred to as the "Employer"], the Monmouth County Board of Chosen Freeholders [hereinafter referred to as the "Employer-Funding Agent"], and the Monmouth County Superior Officers Association, Inc., F.O.P. Lodge No. 30 [hereinafter referred to as the "Association"], is designed to maintain and promote a harmonious relationship between the Sheriff, the County and those employees who are within the Bargaining Unit in order that more efficient and progressive public service may be rendered.

ARTICLE 1  
RECOGNITION

The Sheriff of Monmouth County hereby recognizes the Association as the exclusive majority representative within the meaning of the New Jersey Employer-Employee Relations 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 above the classification of Correction Officer, but excluding Captains, Deputy Warden and Warden.

## ARTICLE 2

### UNION SECURITY

Section 1. Visitation. The President of the F.O.P., or his designee, shall have the right to visit County facilities in order to represent or service Employees covered by this Agreement. These visitation rights shall not interfere with work operations or security measures.

Section 2. Dues. Upon receipt of a lawfully executed written authorization from an Employee, which may be revoked in accordance with law, the Employer-Funding Agent agrees to deduct the regular, monthly Association dues of such Employee from pay and remit such deduction by the fifteenth (15th) day of the succeeding month to the officials designated by the Employee in writing to receive such deductions. The Association will notify the Employer-Funding Agent in writing of the exact amount of membership dues deductions.

Section 3. The Association agrees to indemnify and hold the Employer-Funding Agent harmless against any and all claims, suits, orders or judgments brought or issued against the Employer-Funding Agent with regard to the dues checkoff.

Section 4. Agency Shop. If an Employee covered by this Agreement does not become a member of the Association during any membership year (i.e., from January 1 to the following December 31) which is covered in whole or in part by this Agreement, said 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.

Section 5. Notification. Prior to the beginning of each membership year, the Association will notify the Employer-Funding Agent in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by non-members will be equal to eight-five (85%) percent of that amount.

In order to adequately offset the per capita cost of services rendered by the Association as majority representative, the representation fee should be equal in amount to the regular membership dues, initiation fees and assessments charged by the Association to its own members, and the representation fee has been set at eighty-five (85%) percent of that amount as permitted by law.

Section 6. Deduction of Fee. Once during each membership year covered in whole or in part by this Agreement, the Association will submit to the Employer-Funding Agent a list of those Employees who have not become members of the Association for the then current membership year. The Employer-Funding Agent will deduct from the salaries of such Employees, in accordance with the following, the full amount of the representation fee and promptly will transmit the amount so deducted to the Association:

The Employer-Funding Agent will deduct the

representation fee in equal installments as nearly as possible, from the paychecks paid to each Employee on the aforesaid list during the remainder of the membership year in question and until such time as a new Agreement is executed. The deductions will begin with the first paycheck paid;

(a) Ten (10) days after receipt of the aforesaid list by the Employer-Funding Agent; or

(b) Thirty (30) days after the permanent employee begins his or her employment in a bargaining unit position, unless the Employee previously served in a bargaining unit position and continued in the employ of the Employer-Funding Agent in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employment in a bargaining unit position, whichever is later; or

(c) Three (3) months after a provisional Employee begins his or her employment in a bargaining unit position, unless the Employee previously served in a bargaining unit position and continued in the employ of the Employer-Funding Agent in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employment in a bargaining unit position, whichever is later.

Section 7. Termination of Employment. If an Employee who is required to pay a representation fee terminates his/her employment with the Employer-Funding Agent before the Association

has received the full amount of the representation fee to which it is entitled in this Article, the Employer-Funding Agent will deduct the unpaid portion of the fee from the last paycheck paid to said Employee during the membership year in question.

Section 8. Changes. The Association will notify the Employer-Funding Agent in writing of any changes in the list provided for in Paragraph 1 above and/or the amount of representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the Employer-Funding Agent received said notice.

Section 9. Demand and return. 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.



ARTICLE 3  
ASSOCIATION TIME

Section 1. The F.O.P. shall be allocated thirty (30) days of paid leave per year for attendance at F.O.P. meetings and conventions. Leave pursuant to this provision shall be granted upon written authorization submitted by the F.O.P. President to the Employer indicating name or names of the individuals and the date on which their absence will be required. ---

In order to facilitate the scheduling of manpower, advance notice of the use of F.O.P. leave time shall be provided and, in the case of scheduled meetings, such advance notice shall be given at least five (5) days prior to the scheduled date of leave.

Section 2. Job Posting and Selection. It is agreed that all job openings which become available on any shift will be posted on the bulletin board for five ( 5 ) days so that unit members may bid on the opening. Selection shall be normally by seniority, but shall also take into account past disciplinary action for not more than the three (3) prior years and attendance for the past one (1) year.

ARTICLE 4  
MANAGEMENT RIGHTS

It is recognized that the Employer has and hereby retains and reserves to itself the rights and responsibilities to direct the affairs of the office of the Monmouth County Sheriff and the Monmouth County Correctional Institution, with all powers, authority and duties conferred and vested by the Laws and Constitution of the State of New Jersey, including, without limiting the generality of the foregoing, the following rights:

- a. To the management, organization and administrative control of the office of the Monmouth County Sheriff and the Monmouth County Correctional Institution;
- b. To determine the standards of services offered and to direct the activities of employees;
- c. To maintain the efficiency of operations and to implement such improvements in efficiency as deemed necessary, including management and direction of overtime practices and post assignments;
- d. To determine the content of work assignments and the methods, means and personnel by which operations are to be conducted, including work and shift schedules and overtime assignments; and
- e. To contract for or subcontract services.

This contract shall not be interpreted to in any way

supersede the statutory or constitutional duties or obligations of the office of the Sheriff of Monmouth County, nor shall it be construed to deny or restrict the Employer-Funding Agent, the County of Monmouth, by the Monmouth County Board of Chosen Freeholders, of their powers, rights, duties or responsibilities under the Laws or Constitution of the State of New Jersey or as previously exercised.

ARTICLE 5  
STRIKES AND LOCKOUTS

Neither the Association nor any officers, agents or employees shall instigate, promote, sponsor, engage in, or condone by any action any strike, slowdown, concerted work stoppage or any other intentional interruption of the operations of the Monmouth County Correctional Institution.

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## ARTICLE 6

### GRIEVANCE PROCEDURE

Section 1. The purpose of this procedure is to secure equitable solutions to problems which 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.

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

Step 1. The Association shall present the grievance under Step 1 to the Undersheriff. The grievance shall be presented in writing within ten (10) working days of its occurrence. The Undersheriff shall respond within seven (7) working days of receipt of the grievance.

Step 2. If the Association is not satisfied with the decision of the Undersheriff at Step 1, the grievance shall be presented in writing to the next level of authority within seven (7) working days after Step 1. 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 the written grievance, arrange a meeting with the Association. The Sheriff shall give

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the Association his written answer to the written grievance within three (3) working days after the date of such meeting.

Step 3. If the Association is not satisfied with the decision of the Sheriff under Step 2 of the procedure, then the grievance shall be presented in writing to the next level of authority within seven (7) working days after Step 2. For the purpose of this grievance procedure, the next level of authority shall be considered the Employer-Funding Agent Personnel Officer. The Employer-Funding Agent Personnel Officer shall, within seven (7) working days of the receipt of this grievance, arrange a meeting with the Association. The Employer-Funding Agent Personnel Officer shall give the Association a written answer to the 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 Civil Service or Step 4 of this grievance procedure. However, upon election of either the Civil Service procedure or Step 4 of this grievance procedure, the choice of the Association then becomes exclusive in nature and neither it nor the employee involved can avail themselves at a later time of the procedure not used.

Step 4. If the grievance is still unsettled, the Association may, within fifteen (15) days after the reply of the Employer-Funding Agent Personnel Officer is due, by written notice to the Employer-Funding Agent Personnel Officer, request

arbitration. Said arbitration shall be through the Public Employment Relations Commission, the expense of which shall be shared equally by the Employer and the Association. The decision of the Arbitrator shall be final and binding on both parties. The Arbitrator shall be governed by the terms of this Agreement and shall add nothing to nor subtract anything from this Agreement.



ARTICLE 7

SALARY

Section 1. Salaries for 1990 shall be as follows:

Sergeants	\$ 44,100.00
Lieutenants	\$ 46,350.00

The salaries for 1990 shall be retroactively paid from January 1, 1990.

Section 2. Salaries for 1991 shall be as follows:

Sergeants	\$47,200.00
Lieutenants	\$49,700.00

The salaries for 1991 shall be retroactively paid from January 1, 1991.

Section 3. Salaries for 1992 shall be as follows:

Sergeants	\$50,200.00
Lieutenants	\$52,950.00

Section 4. Notwithstanding the above sections, an employee who receives a new promotion to the title and position of Sergeant shall receive a salary of \$37,500.00 for the first full year of promotion for 1990, \$40,000.00 for 1991, and \$42,500.00 for 1992. Upon completion of the first year of employment in the title of Sergeant, salary will be raised to the then current Sergeant's salary as above.

ARTICLE 8

UNIFORM ALLOWANCE

Section 1. Each officer shall be provided with an annual uniform and maintenance allowance of \$ 900.00, to be paid the first pay period of each year. This will be pro rated for service for less than the full preceding twelve (12) months.

Section 2. Any item of clothing which 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 equipment; any claim for replacement for damage must be substantiated with proof of expenses in excess of the limit herein set.

ARTICLE 9

COLLEGE INCENTIVE

Section 1. Since both the Sheriff and the County of Monmouth recognize the value of trained Officers, it hereby agrees to pay any officer covered by this Agreement additional compensation in the amount of \$25.00 per year per college credit that is obtained by any officer after January 1, 1984, and while in the Sheriff's employ, from an accredited college in a course that will be of value to the person in the performance of his work.

Section 2. A committee consisting of representatives of the Sheriff's office, the Personnel Office and the F.O.P. Lodge No. 30 shall review and approve courses taken by the Employee in advance of registration. Payment shall not be made without such prior approval.

ARTICLE 10  
HOURS OF WORK

Section 1. The regular hours of work each day shall be consecutive, except for interruptions for lunch periods and coffee breaks. A day shall consist of eight hours at work. Said period shall include two (2) fifteen (15) minute breaks and thirty (30) minute period for meal.

Section 2. The work week shall consist of five (5) consecutive eight hour days as defined herein.

Section 3. Work schedules showing employees' shifts, work days and hours shall be posted on the department bulletin board.

In 1990 and 1991, reporting time for work shall be at least fifteen (15) minutes before assigned time; and this fifteen (15) minutes has been paid for. Starting on January 1, 1992, the work day shall be eight (8) hours and any required reporting time, such as the above fifteen (15) minutes, above eight (8) hours shall be paid at time-and-one-half (1.5); however, this fifteen minutes is not guaranteed to be assigned.

The fifteen minutes shall be paid by the county in the amount of \$1,650.00 for 1990 and an additional \$1,650.00 for 1991 for a total of \$3,300.00. The schedule of payments shall be that the \$1,650.00 for 1990 and half of 1991 in the amount of \$825.00 for a total of \$2,475.00 shall be paid on or before September 20, 1991; and the remaining \$825.00 shall be paid on or before December 1, 1991 to each employee of this bargaining unit.

Section 4. These amount shall be paid to new employees or new promotees on a prorated basis. The amounts shall be paid to retirees, Lt. Angelo Marino and Sgt. Robert Perryman up to the dates of their retirement.

ARTICLE 11

OVERTIME, CALL-IN AND COURT TIME

Section 1. Definition. Overtime is defined as any time worked in excess of the regular work week of forty (40) hours or eight (8) hours in a day, but not including sick leave time with no accrued sick leave time available, unauthorized absences or suspension time.

Section 2. Compensation. Work shall be compensated at the rate of one and one-half (1-1/2) times the employee's regular hourly rate of pay.

Section 3. Call-In Time. In the event that an officer is called in or back to duty during time off, that officer shall be compensated at one and one-half (1-1/2) times the regular rate of pay for a minimum of four (4) hours or for all hours worked on the call-in.

Section 4. Court Time. All off-duty, work-related court appearances shall be compensated at one and one-half (1-1/2) times the regular rate of pay for a minimum of two (2) hours, or for all actual hours required.

Section 5. Coverage. Employees shall assume the task of relief officer for officer or correction officer breaks, lunch and other coverage rather than fill a vacant post with an overtime assignment. Non-essential posts will not be filled with an overtime assignment.

Section 6. Overtime Reduction. Each employee and the

Association shall continue to exercise all reasonable means to reduce overtime demands at the Monmouth County Corrections Institution.

ARTICLE 12

INSURANCE

Section 1. The Employer-Funding Agent shall maintain the self insurance program presently administered for medical and major medical insurance, without change in coverage or benefit level for the term of this Agreement.

Section 2. The Employer-Funding Agent shall provide a prescription insurance program to members of the bargaining unit as presently provided.

ARTICLE 13

VACATIONS

Section 1. Each Employee shall be entitled to annual vacation leave, depending upon said Employee's years of service with the Employer-Funding Agent as follows:

YEARS OF SERVICE	VACATION
Up to one year	1 day per month
2nd through 5th year	12 working days
6th through 12th year	15 working days
13th through 20th year	20 working days
21 or more years	25 working days

Section 2. Officers will be permitted to select their vacation among officers equal in rank. Selections shall be submitted not later than March 1 of each year for that calendar year. Thereafter, scheduling shall be done by the employer.

Section 3. Seniority by rank shall govern the scheduling of all vacations for Officers covered by this Agreement. Scheduling should not be affected by Correction Officer scheduling.



ARTICLE 14  
PERSONAL LEAVE

Section 1. There shall be three (3) personal days available to each employee. Except where the schedule does not permit, the warden or his designee shall allow personal days to be taken on any day. Except under emergency circumstances, all requests for personal days shall be made at least five (5) working days prior to scheduling said personal days off.

Section 2. One personal day may be carried over into the next year where there has been a denial of use of a personal day due to scheduling reasons.

ARTICLE 15

HOLIDAYS

Section 1. The following days shall be recognized and observed as paid holidays:

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

Section 2. When a holiday falls during an employee's regular day off, said officer shall receive one (1) extra day's pay at straight time.

Section 3. If a officer works on a holiday, that officer shall be paid at the rate of time and one-half plus holiday pay.

Section 4. Any other holidays granted by resolution of the Board of Chosen Freeholders, Governor of the State of New Jersey or President of the United States shall also be granted to employees covered by this Agreement.

Section 5. Scheduling of any compensatory time off shall be governed by seniority in rank or title and shall be subject to the approval of the Undersheriff in charge of the jail.

ARTICLE 16  
DEATH IN FAMILY

The Employer agrees to grant up to three (3) days leave to an Employee due to the death of a member of his immediate family. As used herein, "immediate family" means spouse, parent of Employee or spouse, grandparents of the Employee or spouse, children, sister or brother. The three days shall not be considered as sick leave.

ARTICLE 17

WEAPONS QUALIFICATION AND TRAINING

Section 1. The Employer shall continue to provide the twice yearly required firearms range qualification program for all Officers.

Section 2. In the event that the Employer assigns training programs for Officers in accordance with State regulations and guidelines, participation in such training program shall be compensated pursuant to the overtime provisions contained herein, provided such training is required during an employee's non-scheduled duty time.

Section 3. Participation in assigned training programs over and above regular working hours shall be compensated at the overtime rate. Participation in voluntary training programs shall not be considered a part of the work day and shall not be compensated.

ARTICLE 18

NO WAIVER

Except as otherwise provided in this Agreement the failure to enforce any provision of this Agreement or exercise one's rights pursuant thereto shall not be deemed a waiver thereof. This Agreement is not intended and shall not be construed as a waiver of any right or benefit to which the employees herein are entitled.

ARTICLE 19

TERM AND EXTENT OF AGREEMENT

This agreement shall be effective January 1, 1990 and shall continue in full force until December 31, 1992, or until a new Agreement is executed.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures this 24<sup>th</sup> day of October, 1991.

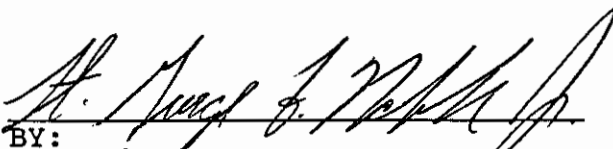
MONMOUTH COUNTY SHERIFF:

  
\_\_\_\_\_  
WILLIAM M. LANZARO

MONMOUTH COUNTY BOARD OF CHOSEN FREEHOLDERS:

  
\_\_\_\_\_  
HARRY LARRISON, JR., DIRECTOR

MONMOUTH COUNTY F.O.P. LODGE NO. 30:

 10/8/91  
BY: \_\_\_\_\_  
GEORGE T. NOBIE JR.

Prepared by:  
**KLATSKY & KLATSKY**  
**320 BROAD STREET - P.O. BOX 8819**  
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