

AGREEMENT

BETWEEN

MONMOUTH COUNTY SHERIFF and
MONMOUTH COUNTY BOARD OF CHOSEN FREEHOLDERS

and

UNITED FOOD AND COMMERCIAL WORKERS
LOCAL 56, AFL-CIO

JANUARY 1, 1998 through DECEMBER 31, 2000

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This Agreement, made this day of , 1998,
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 or County] and the UNITED FOOD AND COMMERCIAL WORKERS,
LOCAL 56, AFL-CIO, [hereinafter referred to as the Union].

PREAMBLE

This Agreement is entered into between the Employer, the Employer-Funding Agent and the Union with the desire and intent of continuing and promoting harmonious relations between the Employer and its employees and to establish an equitable procedure for the resolution and establishment of rates of pay, hours of work and other terms and conditions of employment.

ARTICLE 1
RECOGNITION

Section 1. The Employer recognizes the Union as the sole and exclusive majority representative for collective negotiations concerning the establishment of rates of pay, hours of work and other terms and conditions of employment for clerical employees of the Employer within the Sheriff's Office and within the Monmouth County Correctional Institution, and including employees holding the title of counselor aide penal, counselor penal and alcohol counselor, but excluding managerial executives, confidential employees, and professional employees of the Office of the Sheriff and all other employees.

Section 2. The title of Chief Clerk is included as a recognized position within the Unit, but without prejudice to exclude this title from recognition in a successor contract.

Section 3. The clerical employee assigned to each Undersheriff and to the Warden and Deputy Warden are excluded from recognition as well as the clerical assigned to the Jail's investigation unit.

ARTICLE 2

UNION RIGHTS/AGENCY SHOP

Section 1. Stewards. The Union may designate three stewards and three alternate stewards, which designations shall be in writing and may be changed on due notice to the Employer. Those designated shall be entitled to schedule a cumulative total of six (6) days of union leave within each year of this agreement. Such leave shall be requested in advance, in writing and must be approved prior to the leave.

Section 2. Visitation Policy. The authorized representative of the Union may have access to the working area on application to the Employer, provided, however, that such representative shall not interfere with members of the unit or their work.

Section 3. Agency Shop. A representation fee in lieu of dues shall be paid in the amount of 85% of the regular membership dues, fees and assessments of the Union and pursuant to NJSA 34:13A-5.5 through 5.8.

Section 4. Hold harmless. The Union agrees to indemnify and hold the Sheriff and the County harmless against any and all claims, suits, orders or judgments brought or issued against the Sheriff or the County with regard to the dues checkoff, except for any claims that result from negligent or improper acts of the Employer or its agents or servants.

ARTICLE 3
MANAGEMENT RIGHTS

Section 1. 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 with all powers, authority and duties conferred and vested in it 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 Monmouth County Sheriff's Office and its facilities;
- b) To determine the standards of services offered and to direct the activities of employees;
- c) To maintain the efficiency of its operations and to implement such improvements in efficiency as deemed necessary;
- d) To determine the content of work assignments and the methods, means and personnel by which its operations are to be conducted, including work and shift schedules and overtime assignments;
- e) To contract for or sub-contract out services; and
- f) To effect a reduction in force because of lack of work or budgetary or other legitimate reasons.

Section 2. This contract shall not be interpreted to in any way superintend the statutory or constitutional duties or

obligations of the Monmouth County Sheriff's Office, 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 its powers, rights, duties or responsibilities under the laws or constitution of the State of New Jersey or as previously exercised.

ARTICLE 4
GRIEVANCE PROCEDURE

Section 1. A "grievance" shall be defined as any controversy or dispute arising between the parties hereto relating to the alleged violation of, interpretation or application of any of the provisions of this Agreement.

Section 2. A grievance to be considered in this procedure must be initiated by the employee within five (5) working days from the time the employee knew or should have known of its occurrence.

Section 3. Failure at any step of this procedure to communicate the decision of a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

Section 4. Step procedures.

STEP ONE:

The grievance shall be initiated by the employee involved within five (5) working days from the time the employee knew or should have known of its occurrence by discussion with the employee's immediate supervisor. The immediate supervisor shall provide an answer to the employee in writing within three (3) working days of such initiation.

STEP TWO:

If the grievance is not settled through Step One, then within five (5) working days after receipt of answer or after the answer was due from step one, the same shall be reduced to writing by the Union and submitted to the individual assigned to supervise the area unit, with a copy given to the Employer. An answer to such submission shall be made in writing within five (5) working days thereafter.

STEP THREE:

If the grievance is not settled at Step Two, then within five (5) working days after receipt of answer or after the answer was due from step two, the Union shall have the right to submit the grievance to the Employer. A hearing may then be held with the Union and the Employer and a written answer to the grievance shall thereafter be served upon the individual and the Union within seven (7) calendar days.

STEP FOUR:

If the grievance is not settled through Step Three within ten (10) days of submission under Step Three, then the aggrieved shall have the right within five (5) working days thereafter to pursue all legal remedies afforded by the provisions of the Civil Service Act.

If the grievance is not settled through Step Three within ten (10) days of submission under Step Three, and the aggrieved does not elect to pursue their grievance under the Civil Service Act, then the Union shall have the right within

five (5) working days thereafter to submit such grievance to binding arbitration through the Public Employment Relations Commission, in which case the decision of the arbitrator shall be final.

Section 5. Any proceeding under this grievance procedure shall be held after the normal work day.

Section 6. It is understood that the cost necessary for an arbitrator under Step Four shall be paid one-half by the Employer and one-half by the Union. Any other expenses shall be paid by the party incurring such additional expenses.

Section 7. It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Employer until such grievance has been fully determined.

ARTICLE 5

SALARY

Section 1. Effective the first full payroll period in January, 1998, employees employed on or before December 31, 1997, shall receive a wage increase of three and one-half percent (3.5 %) over 1997 wage levels.

Section 2. Effective the first full payroll period in January, 1999, employees employed on or before December 31, 1997, shall receive a wage increase of three percent (3.0 %) over 1998 wage levels.

Section 3. Effective the first full payroll period in January, 2000, employees employed on or before December 31, 1999, shall receive a wage increase of three percent (3.0 %) over 1999 wage levels.

Section 4. In the event that the County voluntarily gives a general wage increase to its unrepresented employees of greater than the percentage stated herein for 1998 through 2000, then the above appropriate section shall be amended to reflect that greater percentage amount.

ARTICLE 6

HOURS OF WORK/OVERTIME

Section 1. The standard work day in the Sheriff's office shall consist of seven hours. In addition, there shall be one hour unpaid lunch period, but included in the standard work day shall be two fifteen minute coffee breaks scheduled by the Employer during the first and second half of the work day. The standard work day in the Jail shall consist of eight hours, which shall include a paid lunch period and two fifteen minute coffee breaks scheduled by the Employer during the first and second half of the work day.

Section 2. Within the Sheriff's Office, the standard work week shall consist of thirty-five hours in five consecutive days, Monday through Friday, from 8:30 a.m. to 4:30 p.m daily. Within the Jail, the standard work week shall be as assigned by the Employer. The existing practice which allows for flexible time scheduling with the approval of the Supervisor shall be continued.

Section 3. Premium pay shall be paid at the rate of one and one-half times the employee's regular rate for hours worked in excess of forty hours in a week; time and one-half will be paid for all Saturday or Sunday work. Premium pay shall be paid and not taken as compensatory time.

When a job is scheduled for overtime, or when overtime is deemed necessary by the Employer, the employee shall work such

scheduled or unscheduled overtime.

Section 4. An unauthorized absence will result in the loss of that day's pay and the employee must notify the department head within fifteen minutes of assigned work on return to work.

An employee who is absent for a period of five (5) calendar days or more, without reporting to the Employer, shall be considered as having resigned not in good standing, though the Employer reserves the right to accept such resignation as in good standing.

ARTICLE 7

SENIORITY

Section 1. Seniority shall be defined as an employee's total length of continuous service with the Employer, beginning with the last date of hire.

Section 2. Employees who have the same date of hire shall have their seniority determined alphabetically, with "A" being most senior and on to "Z" as least senior.

ARTICLE 8

PROMOTIONS, OUT OF TITLE PAY AND JOB POSTING

Section 1. The Employer will endeavor to fill permanent job openings by promotion, provided that those employees considered possess the requirements enunciated by the New Jersey Department of Personnel and that they are subsequently certified by the New Jersey Department of Personnel.

Section 2. An employee who is authorized by their immediate supervisor to perform the full functions of a higher position shall receive additional compensation equal to five percent (5%) of base pay. Said additional compensation shall be paid provided the employee assumes these duties and performs for a period of one (1) month or longer. Once an employee has worked a full month, they will then receive compensation at the higher rate for the total hours worked.

Section 3. A job opening in the bargaining unit and notices of examination shall be posted on an appropriate bulletin board for a period of five working days.

ARTICLE 9

VACATIONS

Section 1. Vacation leave with pay shall be provided as follows:

A. One working day for each month worked during the first calendar year of employment.

B. Twelve working days per year after the first calendar year of employment up to and including five years of service, earned at one day per month.

C. Fifteen working days per year beyond five and up to and including twelve years, earned at one and one fourth ($1 \frac{1}{4}$) days per month.

D. Twenty working days per year beyond twelve and up to and including twenty years, earned at one and two thirds ($1 \frac{2}{3}$) days per month.

E. Twenty-five working days per year after twenty years of employment, earned at two and one twelfth ($2 \frac{1}{12}$) days per month.

Section 2. Bargaining unit members shall be permitted to carry over up to five (5) days of vacation time into the next calendar year, subject to the approval of the department head. Any such vacation carryover must be scheduled and used not later than March 31 of the next year.

Section 3. Employees must work a minimum of six (6) months to be eligible for vacation time off. An employee who is

employed for more than six (6) months during the first calendar year of employment shall have that year included in the computation for years of service in determining vacation leave. An employee with six months or less service during the first calendar year of employment shall not have that period included in the computation for years of service in determining vacation leave.

Section 4. Vacation is granted upon recommendation of the department head with the approval of the Employer, scheduled with full consideration for the effective operation of the department. Employees with the greatest length of service receive preference in choice of vacation period insofar as effective staffing requirements permit.

Section 5. At the time of separation from service, the employee shall be entitled in time or in pay to any vacation accumulated and not previously used. If the employee has used anticipated, but unearned vacation leave, they must make compensation for the time used. An employee must terminate after the fifteenth of the month to be credited with service for that month. In determining the monthly computation days for earned vacation, employees hired between the first and the fifteenth of the month will be credited for vacation leave purposes. Any employee hired after the fifteenth of the month will not receive credit for that particular month.

Section 6. Temporary and provisional part time employees will not be entitled to vacation time.

ARTICLE 10

HOLIDAYS

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

- | | |
|-----------------------|----------------------------------|
| 1. New Year's Day | 2. Martin Luther King's Birthday |
| 3. Lincoln's Birthday | 4. Washington's Birthday |
| 5. Good Friday | 6. Memorial Day |
| 7. Independence Day | 8. Labor Day |
| 9. Columbus Day | 10. General Election Day |
| 11. Veteran's Day | 12. Thanksgiving Day |
| 13. Christmas Day. | |

Section 2. Any other holidays granted to other employees of the County of Monmouth by Resolution of the Board of Chosen Freeholders, by the Governor of the State of New Jersey or the President of the United States shall also be recognized as paid holiday; provided, however, if the Courts are open on such "other holiday," it shall be deemed a regular workday and not a holiday, nor a paid holiday.

Section 3. Holidays falling on a Sunday will be observed on the following Monday; holidays falling on a Saturday will be observed on the preceding Friday.

ARTICLE 11

SICK LEAVE

Section 1. Sick leave shall be defined as absence from post of duty of an employee because of illness, accident, exposure to contagious disease, or attendance upon a member of the employee's immediate family seriously ill requiring the constant care of such employee, but such sick leave shall not include any extended period where the employee serves as nurse or housekeeper during this period of illness.

Section 2. Eligible full-time employees shall earn sick leave according to the following schedule:

(1) One (1) day per month worked during the first calendar year of employment; and

(2) Fifteen days per year advanced at the beginning of the calendar year following the first full year of employment.

(3) Sick leave can be taken in less than full periods, it being understood and agreed that an absence from work for four (4) hours or less shall be considered one-half (1/2) day, and absence from work for four (4) hours or more shall be considered as one (1) full day.

Section 3. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose.

Section 4. If an employee is absent for reasons that entitle him to sick leave, their supervisor shall be notified

promptly and not less than one-half (1/2) hour before the employee's usual or scheduled reporting time. Failure to so notify may be cause of denial of the use of sick leave for that absence and constitute cause for disciplinary action. Calls concerning absences must be repeated daily.

Section 5. The employer may require proof of illness of an employee on sick leave, however, an employee who shall be absent on sick leave for five or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness. An employee who has been absent for periods totaling ten (10) days one calendar year consisting of periods of less than five (5) days, may be required to submit acceptable medical evidence for any additional sick leave in that year unless such illness is of a chronic or recurring nature requiring recurring absences of one day or less in which case only one certificate is necessary for a period of six months.

Section 6. Sick leave may be used in hourly increments.

ARTICLE 12
BEREAVEMENT LEAVE

Section 1. All full-time employees are entitled to use up to five (5) bereavement days leave with pay where there is a death occurring in the employee's immediate family, defined as:

1. Spouse
2. Children
3. Parents.

Section 2. All full-time employees are entitled to use up to three (3) bereavement days leave with pay where there is a death occurring in the employee's family, defined as:

4. Parents-in-Law
5. Brother
6. Sister
7. Grandparents of employee or spouse
8. Grandchildren
9. More distant relatives if living as member of the employee's immediate household.

Section 3. The employee's immediate supervisor must be notified when the employee is absent for bereavement reasons. Reasonable proof of death and relationship may be required by the Employer.

ARTICLE 13
LEAVES OF ABSENCE

Section 1. Personal Days. All permanent, full-time employees shall be entitled to three (3) personal days per year with pay.

Request for personal days shall be made in writing and approved in advance of the requested date or dates from the employee's immediate supervisor. Application for personal days shall be made at least five (5) working days in advance unless in case of emergency.

All personal days are subject to approval by the Employer or designee.

Personal days shall not be granted at the beginning or end of a vacation, or paid holiday, except in case of emergency or death in the immediate family.

Personal days must be used within the calendar year and shall not be cumulative from year to year.

Section 2. Leave Without Pay. A permanent, full-time employee may be granted a leave of absence without pay for a period not to exceed six (6) months. It is agreed that approval of leave is an administrative decision not be subject to grievance. Consideration in granting such leaves will concern itself in whether it will bring about increased job ability, protection or improvement of employee's health, or furtherance of a program interest at the Sheriff's Office.

ARTICLE 14
MEDICAL COVERAGE

Section 1. It is agreed that the County will provide a medical Point of Service (POS) insurance plan. Whereas it is the County's intention to encourage employee in such POS program, employee participation in said plan shall be at no premium cost to the employee with all premiums being borne by the County.

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.

Section 3. The provisions of Board 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. Bargaining 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 with a \$ 3.00 co-pay for prescription drugs and a \$ 1.00 co-pay for those who use generic drugs.

Section 5. Part-time employees are eligible for health benefits coverage if they work and receive, on a continuous

basis, a salary based on a minimum of 20 hours weekly. Temporary employees are not eligible for these benefits.

Section 6. The County shall agree to make additional deductions on behalf of the Union for a Union sponsored dental plan. The deductions shall be made in accordance with the instructions from the Union to the extent possible.

Section 7. The statutory compensation provided in NJSA 34:15-12(a) [and as that law may be amended], is recognized as controlling the issue of payment for employees on temporary disability leave. It is agreed that reimbursement for temporary disability leave of less than one year shall be calculated to insure that employees on such workers' compensation temporary disability leave will be paid essentially the same amount of take home pay [net pay] as they were receiving prior to their disability leave, payments continuing for not longer than the first year. Thereafter, the provisions of NJSA 34:15-12(a) shall apply.

Section 8. The parties agree that they are engaged in safety sensitive positions and that they are subject to random drug and substance abuse testing, which test will be conducted in accordance with the specimen collection policy procedures which have been adopted by the Monmouth County Sheriff.

ARTICLE 15
BULLETIN BOARDS

Section 1. The Employer agrees to maintain a bulletin board for the use of the Union, provided, however, that materials to be posted will be delivered to the Employer at least two days in advance of posting with a requested posting date and removal, and provided further that no material shall be posted unless approved by the Employer, which approval shall not be unreasonably withheld.

Section 2. The Union may post notices of meetings, official Union business, or social and recreational events. No material may be posted which contains profane or obscene language or which is defamatory of the Employer or Employer-Funding Agent or their representative or employees or is otherwise critical of or condemns their methods, policies or practices. No election campaign material shall be posted.

ARTICLE 16

UNION/MANAGEMENT MEETINGS

Section 1. The Union and the Employer agree to sit down on a quarterly basis to discuss problems of mutual interest. These meetings shall be scheduled between the Union representatives and Management representatives. Either party may request a meeting and shall submit a written agenda of topics to be discussed seven (7) days prior to such meeting.

These meetings are not intended to circumvent the grievance procedure, but are to encourage open and free of existing problems concerning both parties.

Section 2. The Union and the Employer agree to establish an evaluation committee to review clerical titles and salaries. A report shall be generated and provided to the Employer-Funding Agent.

Section 3. The Employer will develop a civilian policy manual for use at the Monmouth County Jail and the Employer agrees to consult with the Union regarding the contents of the civilian policy manual. Any unresolved issues which relate to negotiable terms and conditions of employment shall be subject to further negotiations on request of the union.

Section 4. The Employer reserves the right to establish a uniform dress code during the term of this contract. If uniforms are required, the parties agree to re-open negotiations to negotiate uniform allowance, if any.

ARTICLE 17
COMPLETE CONTRACT

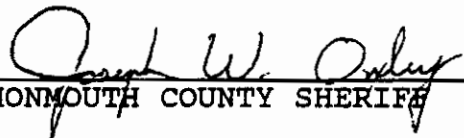
It is agreed and understood between the parties that this Agreement constitutes the entire understanding between the parties.

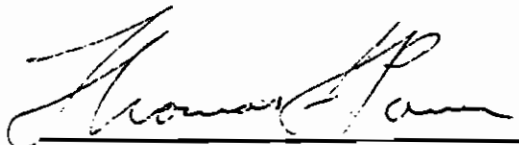
ARTICLE 18

DURATION OF CONTRACT

The provisions of this Agreement shall be effective January 1, 1998 and shall continue and remain in full force and effect to and including December 31, 2000 when it shall expire unless an extension is agreed to by both parties and expressed in writing prior to such date. If either party wishes to terminate, amend, or otherwise modify the terms and conditions set forth herein at the time of expiration, he must notify the other party in writing not less than sixty (60) days prior to such expiration date.

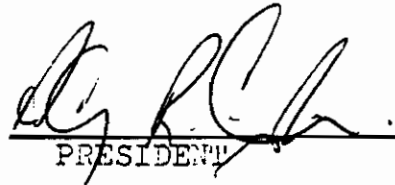
FOR THE EMPLOYERS:

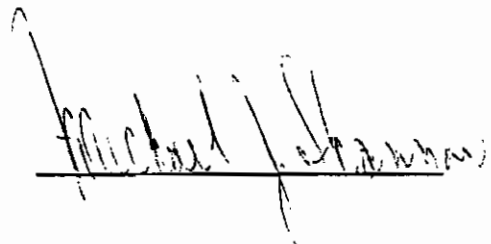

MONMOUTH COUNTY SHERIFF


MONMOUTH COUNTY BOARD OF
CHOSEN FREEHOLDERS

by HARRY LARRISON, JR.,
FREEHOLDER DIRECTOR

FOR THE UNION:


PRESIDENT



BE IT FURTHER RESOLVED that the Director and Clerk be and they are hereby authorized to execute the said agreement on behalf of the County.

BE IT FURTHER RESOLVED that the Clerk forward a certified true copy of this resolution to the United Food and Commercial Workers, Local 56, AFL-CIO, the Monmouth County Sheriff, the Monmouth County Treasurer and the Monmouth County Personnel Officer.

Seconded by Freeholder HANDLIN and adopted on roll call by the following vote:

	YES	NO	ABSTAIN	ABSENT
Mr. Stominski	(X)	()	()	()
Mrs. Handlin	(X)	()	()	()
Mr. Narozanick	(X)	()	()	()
Mr. Powers	(X)	()	()	()
Mr. Larrison	(X)	()	()	()

CERTIFICATION
 I HEREBY CERTIFY THE ABOVE TO BE A TRUE COPY
 OF A RESOLUTION ADOPTED BY THE BOARD OF CHOSEN
 FREEHOLDERS OF THE COUNTY OF MONMOUTH AT A
 MEETING HELD Jan 22 1998
Richard James
 CLERK

RESOLUTION TO ADOPT AGREEMENT BETWEEN THE MONMOUTH COUNTY BOARD OF CHOSEN FREEHOLDERS, THE MONMOUTH COUNTY SHERIFF AND UNITED FOOD AND COMMERCIAL WORKERS, LOCAL 56, AFL-CIO

Freeholder STOMINSKI offered the following resolution and moved its adoption:

WHEREAS, the Monmouth County Board of Chosen Freeholders, the Monmouth County Sheriff and the United Food and Commercial Workers, Local 56, AFL-CIO, have engaged in negotiations with regard to a contract in a unit of employees comprising Sheriff's clerical employees; and

WHEREAS, negotiations between the parties have been successfully concluded and a written contract has been developed which records the agreement for this unit; and

WHEREAS, the Board has been advised that the United Food and Commercial Workers, Local 56, AFL-CIO, and the Monmouth County Sheriff have ratified this agreement and that the agreement is fair to all parties.

NOW, THEREFORE, BE IT RESOLVED that the Monmouth County Board of Chosen Freeholders hereby adopts the agreement with the United Food and Commercial Workers, Local 56, AFL-CIO, for the period January 1, 1998 through December 31, 2000 and in accordance with the terms therein set forth, a copy of which is to be filed with the Clerk of the Board.