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A G R E E M E N T

BETWEEN

Monmouth County Board of Civil Liberties
THE COUNTY OF MONMOUTH

AND

MONMOUTH COUNTY CORRECTION OFFICERS ASSOCIATION, INC.

P.B.A LOCAL 240

(MONMOUTH COUNTY SHERIFF'S DEPARTMENT)

X JANUARY 1, 1984 through DECEMBER 31, 1985

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PREAMBLE

THIS AGREEMENT, effective as of the first day of January 1984, by and between the County of Monmouth, hereinafter referred to as the "Employer", and Monmouth County Correction Officers Association, Inc., P.B.A. Local No. 240, hereinafter referred to as the "Association", is designed to maintain and promote a harmonious relationship between the County and such of its employees who are within the Bargaining Unit defined in Article 1 hereof in order that more efficient and progressive public service may be rendered.

ARTICLE 1

RECOGNITION

Section 1. The County hereby recognizes the Association as the exclusive majority representative within the meaning of the New Jersey Employer-Employee Relations Act, N.J.S. 34:13A-1 et seq. for collective negotiations concerning salaries, hours of work and other terms and conditions of employment for all employees in the following job classifications:

- (a) County Correction Officer;
- (b) County Correction Sergeant;
- (c) County Correction Lieutenant.

ARTICLE 2

EMPLOYER AND EMPLOYEE RIGHTS

Except as otherwise provided herein, nothing contained in

this Agreement shall abridge the rights of the County of Monmouth, its agents and employees under the laws of the State of New Jersey.

ARTICLE 3

SALARIES

Section 1. The parties agree that the salary range for employees covered by this Agreement for the years 1984 and 1985 are set forth in Appendix A.

Section 2. The parties agree that employees covered by this Agreement shall not receive additional hazardous pay for the duration of this Agreement.

Section 3. (a) This pay scale in all respects applies to all persons who are presently employed or who may become employed, including the classifications of County Correction Officer, County Correction Sergeant and County Correction Lieutenant.

(b) The 1984 and 1985 pay scales for all present and new employees, exclusive of college incentive, covered by this Agreement, shall be as set forth in Appendix B attached.

(c) The schedule set forth herein does not include overtime and other fringe benefits.

ARTICLE 4

PROMOTIONS

Section 1. Promotions shall be made in accordance with Civil Service Regulations. Any person promoted to the position of Sergeant or Lieutenant shall be paid the minimum salary established for the position by this Agreement or shall receive a five (5%) percent promotional increment, whichever is greater. In any case,

the minimum salary for Sergeants shall be at least two hundred (\$200.00) dollars greater than the maximum salary for Correction Officers and the minimum salary for Lieutenants shall be at least two hundred (\$200.00) dollars greater than the maximum salary for Sergeants. No additional adjustments to the salaries of existing Sergeants and Lieutenants shall be made as the result of the salary provided to a promoted officer under this provision.

ARTICLE 5

LONGEVITY PAY

Section 1. (a) If, during the term of this Agreement, the Board of Chosen Freeholders grants Longevity Pay benefits to any bargaining unit over which it has direct and final authority as the employer, the parties shall reopen negotiations on the issue of longevity.

ARTICLE 6

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 and one-fourth (8¼) hours on premises or off premises 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 and one-fourth (8¼) hour days as defined herein. Said eight and one-fourth (8¼) hour period 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 department bulletin boards.

ARTICLE 7

OVERTIME, CALL-IN TIME, 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 6 of this Agreement.

(b) Compensation. Overtime work shall be compensated at the rate of one and one-half (1½) times the employee's regular hourly rate of pay. Overtime worked in units of less than one (1) hour, shall be accumulated and processed for payment when the employee has accumulated one (1) hour or more of overtime.

(c) 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 the following procedure.

(i) An overtime volunteer list shall be established from each shift.

(ii) When overtime work is required, it shall first be offered on a seniority rotation basis, to those off-duty employees from the shift where the overtime work is required whose names appear on the volunteer list.

(iii) If the above procedure fails to provide sufficient volunteers to meet the overtime requirements, overtime work shall be offered to those employees on duty on the shift immediately preceding the shift on which the overtime work is necessary.

(iv) If insufficient volunteers are available to meet the overtime work requirements, overtime shall be assigned on an involuntary basis to those employees on the shift

immediately preceding the shift for which the overtime need exists, such assignments to be made on an inverse seniority basis.

(v) Employees shall not be involuntarily assigned to overtime duty if such assignment would fall on a scheduled holiday, vacation day, or previously approved scheduled personal day. Further, no employee shall be involuntarily held over to work overtime on the next shift if he is already working overtime on a voluntary basis.

Section 2. Call-In Time.

In the event that an Employee is called in or back to duty during his time off, he shall be compensated at one and one-half (1½) times his regular rate of pay for four (4) hours or for all hours worked, whichever is greater.

Section 3. Court Time.

All off duty court appearances shall be compensated at one and one-half (1½) times the Employee's regular rate of pay for two (2) hours, or for all hours worked, whichever is greater.

ARTICLE 8

TIME CLOCK

Section 1. The Employer agrees to maintain the time clock as of the effective date of this contract for the purposes of determining when an Employee commences his work day and when the Employee completes the same. The Employer agrees to maintain the time clock in operation during the period of this Agreement.

ARTICLE 9

UNIFORM AND MAINTENANCE ALLOWANCE

(a) Each employee shall be provided with an annual uniform and maintenance allowance in the amount of \$750.00.

(b) Employees hired prior to the effective date of this Agreement will receive their annual uniform and maintenance allowance in a lump sum payment with their first paycheck in January.

(c) Employees hired during the term of this Agreement shall receive their uniform allowance in quarterly payments with the first paycheck of January, April, July and October of the first year of employment. Employees shall become eligible for payment of the annual lump sum payment with the first January paycheck immediately following the first anniversary date of their employment.

ARTICLE 10

INSURANCE

Section 1. The County shall maintain the self insurance program administered by the Rasmussen Agency for medical and major medical insurance, without change in coverage or benefit level for the term of this Agreement.

Section 2. The County shall, effective January 1, 1985, provide a prescription insurance program to members of the bargaining unit at a cost to the County not to exceed \$150.00 per employee for full family coverage.

ARTICLE 11

HOLIDAYS

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

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

(b) Whether a holiday falls during an Employee's vacation or his regular day off, said employee shall be given compensatory time off at his regular rate of pay or may receive one (1) extra days pay at straight time in lieu of the compensatory time off.

(c) If an employee works on a holiday, he shall be given an option of choosing to be paid at the rate of time and one-half plus holiday pay, providing that he/she waives his/her right to receive a compensatory day off at a future time.

Section 2. Any other holidays granted to the County employees 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 all persons covered by this Agreement.

Section 3. The scheduling of compensatory time off pursuant to this Article shall be governed by seniority and shall be subject to the approval of the shift supervisor.

ARTICLE 12

WORKMEN'S COMPENSATION

Section 1. Any Officer injured while on duty will be compensated at full pay while he/she is out of work for the same injury and under the care of a physician for a maximum of one (1) year.

Section 2. It is understood that the Employee shall endorse the Workmen's Compensation checks received from the insurance company over to the County Treasurer.

Section 3. It is understood that if an Employee receives an award relative to the job incurred injury from Workmen's Compensation Court, the Employee shall reimburse the County to the extent of the difference between salary paid by County and temporary disability payment made by Workmen's Compensation.

Section 4. It is understood by the parties that workers compensation benefits are governed by statute and that the provisions of this Article are set forth for informational purposes. Therefore, complaints arising under Sections 2 and 3 of this Article shall not be subject to the contractual grievance procedure.

ARTICLE 13

PERSONAL, SICK AND MATERNITY LEAVE

Section 1. Personal Leave.

Except where the schedule does not permit, the warden or his designee shall allow personal days to be taken on any day from Monday through Friday. Personal days on weekends shall be allowed under unusual circumstances. Except under emergency circumstances, all requests for personal days off shall be made at least five (5) working days prior to scheduling said personal days off. Management shall reply to all written requests for personal days off within twenty-four (24) hours of receipt of the request, advising as to whether the requested day will be granted or denied. Provided, however, that a request for a personal day off, received on a Friday, Saturday, or Sunday shall receive a management response

not later than the immediately following Monday.

Section 2. Sick Leave.

Pursuant to adopted County sick leave policy, the Employer may, in its sole discretion, advance sick leave days to Employees who have completed three (3) years of service and have a good attendance record.

Section 3. Maternity Leave.

(a) Sick leave may be used for maternity related disability.

(b) An Employee may request an unpaid leave of absence for up to six (6) months pursuant to Civil Service Regulations. An Employee may make application for an extension of the initial six (6) month leave pursuant to Civil Service Regulations.

ARTICLE 14

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:

<u>YEARS OF SERVICE</u>	<u>VACATION</u>
Up to 1 year	1 day per month worked
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. (a) For purposes of convenience, it is agreed that an Employee who was 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 under Section 1 hereof.

(b) An Employee who was employed for six (6) months or less during the first calendar year of employment shall not have that year included in the computation under Section 1 hereof.

Section 3. Seniority shall govern the scheduling of all vacations for Employees covered by this Agreement.

ARTICLE 15

COLLEGE INCENTIVE

Section 1. Since the County of Monmouth recognized the value of trained Correctional 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 County employ from an accredited college in a course that will be of value to the person in the performance of his work. The Warden shall approve the courses taken by the person covered by this Agreement.

Section 2. A committee consisting of representatives of the Sheriff's Office, the Personnel Office and the P.B.A., Local 240, shall review and approve courses taken by the Employee in advance of registration. Payment of courses shall not be made without prior approval. Said approval shall not be unreasonably withheld.

ARTICLE 16

DEATH IN FAMILY

Section 1. Notwithstanding anything to the contrary, 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 (3) days referred to herein shall be in addition to any sick leave accumulated by the Employee and said three (3) days shall not be considered as sick leave and deducted as sick leave accumulated by the Employee.

ARTICLE 17

PERSONNEL

Section 1. With respect to personnel, the Employer agrees as follows:

(a) A sufficient number of personnel shall be assigned to each shift to permit the effective and secure operation of the facility and to assure adequate coverage for the health and safety of the employee.

It is understood that from time to time additional officers may be required to transport inmates to medical facilities, funerals, or other institutions. Additional officers may also be required for the County Courts, additional hospital guard duty, or to assist other law enforcement agencies as required.

(b) No officer shall be required to double up on assignments except for relief of another officer during normally scheduled lunch or other breaks.

(c) Shift changes shall not be used to discriminate against officers.

(d) Officers who terminate their employment shall

be replaced as soon as possible.

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

ARTICLE 18

WEAPONS QUALIFICATION AND TRAINING

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

Section 2. In the event that the Employer provides training programs for Correction Officers in accordance with State regulations and guidelines, participation in such training program shall be mandatory. Correction Officers shall not be required to report to work for participation in mandatory training program if such attendance would conflict with a scheduled vacation day, scheduled holiday, or previously approved scheduled personal day.

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

ARTICLE 19

ASSOCIATION TIME

Section 1. The P.B.A. shall be allocated sixty (60) days of paid leave per year for attendance at P.B.A. meetings and conventions. Leave pursuant to this provision shall be granted upon written authorization submitted by the P.B.A. president to management indicating name or names of the individuals and the date on which their absence will be required.

Section 2. In order to facilitate the scheduling of manpower, advance notice of the use of P.B.A. leave time shall be provided and, in the case of scheduled meetings, such advance notice shall be given at least three (3) weeks prior to the scheduled date of leave.

ARTICLE 20

TRANSPORTATION

Section 1. Whenever it is necessary to transport (a) any prisoner at night, or (b) a prisoner who is charged with or has been convicted of a high misdemeanor, a minimum of two (2) Employees shall accompany the prisoner. In all other circumstances, the decisions as to the number of Employees accompanying the prisoner shall be made by the appropriate supervisor.

ARTICLE 21

ASSOCIATION DUES AND INDEMNITY

Section 1. Upon receipt of a lawfully executed written

authorization from an Employee which may be revoked in writing at any time, the County agrees to deduct the regular monthly dues of such Employee from his 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 Employee will notify the County in writing the exact amount of such regular membership dues deducted.

Section 2. The Association agrees to indemnify and hold the County harmless against any and all claims, suits, orders or judgments brought or issued against 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 22

NON-DISCRIMINATION

Section 1. The Employer and the Association agree not to discriminate for or against any Employee on the basis of race, color, creed, sex, national origin, lawful Association membership, or lawful political activity.

Section 2. The Employer and the Association agree not to interfere with the right of Employees to become or not become members of the Bargaining Unit; and, further, that there shall be no discrimination or coercion against any Employee because of unit membership or non-membership.

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

ARTICLE 23

MANAGEMENT RIGHTS

Section 1. It is recognized that the Sheriff's Office has and will continue to retain the rights and responsibilities to direct the affairs of the jail in all its various aspects. Among the rights retained by the Sheriff's Office are its rights to direct the working forces; to plan, direct and control all the operations and services of the jail; 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.

Section 2. In situations where the Employee has been terminated, the employment bargaining representative shall initiate the grievance procedure at Step No. 2.

ARTICLE 24

STRIKES AND LOCKOUTS

Section 1. Neither the Association nor any 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 Monmouth County Jail, regardless of the reason for so doing. Any or all

Employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the County pursuant to the rules and regulations of the Civil Service Commission and any State statutes applicable thereto and subject to the grievance procedures and terms of conduct of this contract. Any Employees who are disciplined or discharged pursuant to this section may institute a grievance in accordance with the procedures set forth herein.

ARTICLE 25

HANDBOOK

Section 1. The parties agree that to the extent that it is not inconsistent with any provisions hereof, the Association and the members within the bargaining unit are entitled to and bound by the personnel handbook issued by the County of Monmouth and specifically endorse the provisions of the latest handbook, to the extent that those provisions are not covered by this Agreement.

ARTICLE 26

WORK RULES

Section 1. The Employer shall establish reasonable and necessary rules of work and conduct for Employees. Such rules shall be equitably applied and enforced.

ARTICLE 27

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, or any dispute concerning 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 Warden or, if the grievance is not subject to the jurisdiction of the Warden, the Association shall present the grievance to the immediate supervisor. The grievance shall be presented in writing within ten (10) working days of its occurrence. The Warden, or the immediate supervisor, as the case may be, 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 Warden, or immediate supervisor 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 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 County Personnel Officer. The County Personnel Officer shall, within seven (7) working days of the receipt of this grievance, arrange a meeting, which meeting shall occur within seven (7) working days thereafter, with the Association. The County Personnel Officer shall give the Association his/her 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 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 he cannot avail himself at a later time of the procedure not used by him to settle a grievance.

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

The time requirements established herein may be relaxed for good cause.

ARTICLE 28

DISCIPLINE

A. Just Cause.

Employees may be discharged, demoted or otherwise disciplined for just cause.

B. Hearings.

1. An Employee required to appear at a hearing on disciplinary charges shall be given written notice of the hearing, the specific charges to be heard, and the anticipated extent of possible disciplinary action at least five (5) working days prior to the hearing.

2. The P.B.A. shall be provided with the same notice at the same time as the Employee.

3. An Employee shall have the right of representation at any disciplinary hearing.

C. Work Rules, Regulations and Discipline Procedures.

1. The Employer shall develop an Employee rule book setting forth work rules, regulations and discipline procedures. Each Employee shall be provided with a copy of such rule book.

2. The P.B.A. shall be consulted and have input in the development of the rule book.

3. Any proposed new rules, regulations or procedures or any changes in rules, regulations or procedures which directly affect the terms and conditions of employment shall be negotiated with the P.B.A.

4. Pending completion of the rule book, the current discipline procedures set forth in the Appendix to the 1981-1983 Collective Negotiations Agreement shall remain in effect.

5. An Officer's prior disciplinary record, other than

major offenses, shall not be considered in imposing disciplinary penalties for subsequent offenses if the Officer's record has been free of disciplinary offenses for over one year prior to the subsequent infraction. For purposes of this Section, a major offense is defined as a non-attendance offense which results in a penalty of suspension.

ARTICLE 29

PROBATIONARY PERIOD

Section 1. (a) New provisional Employees shall serve a three (3) month probationary period. The Employer has the right to remove said Employee after such probationary period provided said period has not been satisfactory in accordance with standards established by Employer. Dismissal during this period shall not be subject to the grievance procedure. It is understood that Employees serving in this category shall not be subject to the Agency Shop provisions until the completion of the probationary period. It is also understood that the Employer shall not require these Employees to undergo a new three (3) month probationary period when subsequently appointed permanently from a Civil Service list.

(b) New permanent Employees shall serve a three (3) month probationary period. , Employer has a right to remove said Employee after such probationary period provided such period has not been satisfactory in accordance with the standards set by the Employer. Dismissal during this period shall be subject to the grievance provision of this contract. Employees in this category shall, immediately upon appointment, be subject to the Agency Shop . provisions of this contract.

(c) It is understood that the three (3) month

probationary period shall also apply to those Employees who have been in the service, but have been promoted to a higher title either permanently or provisionally. The Employer has the right to remove said Employee after such probationary period provided said period has not been satisfactory in accordance to standards set by the Employer. Removal from the higher title shall be subject to the grievance procedure. It is understood that Employees shall have the right to the previous title should the probationary period in the higher title prove unsatisfactory.

ARTICLE 30

SAVINGS CLAUSE

Section 1. 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 31

MUTUALITY

Section 1. All provisions are mutual covenants and subject to the other parties not breaching any other provisions of this Collective Bargaining Agreement.

ARTICLE 32

PAYCHECK RELEASE

Section 1. It is stipulated and agreed that the paychecks for the midnight to 8:00 a.m. shift shall be available on Thursday to

be released to Employees actually working on said shift prior to 8:00 a.m. on Friday morning. It is understood that in order to implement this process, the Finance Department must be notified in writing by the Warden prior to noon on that Thursday.

ARTICLE 33

JOINT SAFETY COMMITTEE

Section 1. During the calendar year 1984, a Joint Safety Committee shall be established consisting of membership of both Management and P.B.A.

ARTICLE 34

AGENCY SHOP REPRESENTATION FEE IN LIEU OF DUES

A. Purpose of Fee.

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.

B. Amount of Fee.

1. Notification.

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 own 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.

2. Legal Maximum.

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.

3. Deduction and Transmission of Fee.

1. Notification.

Once during each membership year covered in whole or in part by this Agreement, the Association will submit to the County a list of those Employees who have not become members of the Association for the then current membership year. The County will deduct from the salaries of such Employees, in accordance with Paragraph 2 below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Association.

2. Payroll Deduction Schedule.

The County 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 County; or

(b) Thirty (30) days after a 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 County 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 County 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.

3. Termination of Employment.

If an Employee who is required to pay a representation fee terminates his or her employment with the County before the Association has received the full amount of the representation fee to which it is entitled in this Article, the County will deduct the unpaid portion of the fee from the last paycheck paid to said Employee during the membership year in question.

4. Mechanics.

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.

5. Changes.

The Association will notify the County in writing of any changes in the list provided for in Paragraph 1 above 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 received said notice.

6. New Employees.

On or about the last day of each month, beginning with the month this Agreement becomes effective, the County will submit to the Association, a list of all Employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles and dates of employment for all such Employees.

(d) 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. 34:13:A5.4, as amended. The demand and return system shall also provide that 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. 34:13:a5.4, as amended.

ARTICLE 35

MAINTENANCE OF STANDARDS

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 existence for unit members, but which are not specifically listed in this contract, shall be continued at the same level and in the same manner as presently in existence.

ARTICLE 36

VISITATION RIGHTS

Section 1. The President of the P.B.A., 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 unreasonably interfere with County operations.

ARTICLE 37

P.B.A. FACILITIES

Section 1. The P.B.A. shall be provided with office space in the County Correctional Facility. Office space will be provided in the room commonly known as the "farm offices". Upon completion of construction of expanded facilities, the parties shall review the possibility of placing the P.B.A. office in a more convenient location. The P.B.A. shall be responsible for its own telephone bills in its office.

ARTICLE 38

FACILITIES COMMITTEE

Section 1. The parties shall establish a Facilities Committee consisting of one (1) representative of the Warden, one (1) representative of the Sheriff, one (1) representative of the County and two (2) representatives of the P.B.A. to consult and to review questions and problems concerning facilities as they arise.

ARTICLE 39

TERM AND EXTENT OF AGREEMENT

Section 1. This Agreement shall be effective January 1, 1984 and shall continue in full force until December 31, 1985, or until a new Agreement is executed.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures this 12th day of September, 1984⁵

ATTEST:

COUNTY OF MONMOUTH

John E. [Signature]

[Signature]

ATTEST:

MONMOUTH COUNTY CORRECTION
OFFICERS ASSOCIATION, INC.,
P.B.A. LOCAL 240

Jan A. DiAluisio

Bryan J. [Signature]
Vice President

<u>TITLE & POSITION</u>	<u>1983</u>	<u>JAN '84</u>	<u>JULY '84</u>	<u>JAN '85</u>	<u>JULY '85</u>
CORRECTION OFFICERS					

	11,500	13,500		14,800	16,815
	11,825	14,000		15,300	17,829
	12,900	14,500		15,800	19,084
	13,481	15,000		16,000	20,851
	13,541	15,500	14,634	16,663	21,971
	15,265	14,489	16,497	15,658	23,855
	16,340	16,334	17,659	17,652	26,366
	17,858	17,848	19,299	18,895	
	18,813	19,108	19,299	20,650	
	20,425	20,130	20,331	21,754	
	22,575	21,855	22,074	23,619	
		24,155	24,397	26,105	

SERGEANT	19,000	20,330	20,533	21,970	22,190
	22,000	23,540	23,775	25,439	25,693
	22,575	24,155	24,397	26,105	26,366
	23,000	24,610	24,856	26,596	26,862
	23,240	24,867	25,116	22,874	27,143
	23,650	25,306	25,559	27,348	27,621

LIEUTENANT	24,725	26,456	26,721	28,591	28,877
	25,165	26,927	27,196	29,067	29,358
	25,800	27,606	27,882	30,834	31,142