

AGREEMENT

BETWEEN

**MONMOUTH COUNTY SHERIFF AND
MONMOUTH COUNTY BOARD OF CHOSEN FREEHOLDERS**

AND

MONMOUTH COUNTY PROCESS SERVERS

JANUARY 1, 2010 THROUGH DECEMBER 31, 2012

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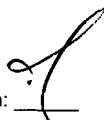
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PREAMBLE

This Agreement, made this _____ day of _____, 2011,
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
MONMOUTH COUNTY PROCESS SERVERS (hereinafter referred to as the “Union”).

For the Association: _____



For the County: SK

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 employees of the Employer within the Sheriff's Office holding the title of PROCESS SERVER, but excluding managerial executives, confidential employees, and professional employees of the Office of the Sheriff and all other employees.

For the Association:



For the County:



ARTICLE 2

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 supersede any of the statutory or constitutional duties, powers, rights or obligations of the Monmouth County Sheriff's Office or the County of Monmouth by the Monmouth County Board of Chosen Freeholders.

For the Association: 

For the County: SK

ARTICLE 3

GRIEVANCE PROCEDURE

Section 1. A "grievance" shall be defined as any controversy or dispute arising between the parties and 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 ten (10) 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 ten (10) 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 seven (7) 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 the answer or after the answer was due from Step One, the

For the Association: _____

For the County: _____


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 seven (7) working days thereafter.

STEP THREE:

If the grievance is not settled at Step Two, then within five (5) working days after receipt of the 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, the Union may request arbitration within fifteen (15) days after the reply of the Sheriff is received or due. Arbitration shall be through the Public Employment Relations Commission, the expense of which shall be shared equally by the Employer and the Union. The decision of arbitration 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.

For the Association: 

For the County: SK


ARTICLE 4


SALARY

Section 1. Effective January 1, 2010, all employees shall receive a 3.00% increase in base salary over 2009 wage levels, retroactive to the first pay period of 2010.

Section 2. Effective January 1, 2011, all employees shall receive a 1.50% increase in base salary over 2010 wage levels.

Section 3. Effective January 1, 2012, all employees shall receive a 1.00% increase in base salary over 2011 wage levels.

For the Association: 

For the County: 

ARTICLE 5

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 a 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.

Section 2. Sick leave shall not count as hours worked for overtime purposes.

For the Association: 

For the County: SK


ARTICLE 6

MEDICAL COVERAGE

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 1.5% of their annual base salary as a contribution towards defraying the County's cost of providing this plan. 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 that 1.5% contribution for the employee. Any future change in New Jersey law requiring a contribution of greater than 1.5% of an employee's annual base salary towards the cost of providing health benefits shall be implemented on the effective date of the change in said law. The 1.5% contribution shall be placed by the County into an IRS type 125 cafeteria plan so that it shall be tax free for Federal tax purposes.

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 be no less than 1.5% of the employee's annual base salary. Any future change in New Jersey law requiring a contribution of greater than 1.5% of an employee's annual base salary towards the cost of providing health benefits shall be implemented on the effective date of the change in said law. The 1.5% contribution shall be placed by the County into an IRS type 125 cafeteria plan so that it shall be tax free for Federal tax purposes.

For the Association: 

For the County: 

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. 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. If the County imposes such increases, bargaining unit employees shall also be subject to these increases, provided, however, that co-pays shall not exceed the following:

Non-Mail Order

Retail (brand) \$25.00 (current \$15)

Generics \$10.00 (current \$5)

90 days Mail Order

Retail (brand) \$15.00 (current \$10)

Generics \$5.00 (current \$0)

Section 5. Part-time employees are eligible for health benefit coverage if they work and receive, on a continuous basis, a salary based on a minimum of thirty-one (31) 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.

For the Association: _____



For the County: SK

Section 7. Employees shall be provided at a minimum with the full amount of statutory compensation established by N.J.S.A. 34:15-12(a) and/or applicable law. The terms and conditions of an Employee's entitlement to any enhanced benefits due to a work-incurred injury or disability shall be identical to those set by existing general County policy or any future amendments thereto.

Section 8. The parties agree that the employees are engaged in a safety sensitive position 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 that have been adopted by the Monmouth County Sheriff.

For the Association: 

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For the County: 

ARTICLE 7

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
2 nd through 5 th year	12 working days
6 th through 12 th year	15 working days
13 th through 20 th year	20 working days
21 or more years	25 working days

Section 2. Approved vacation carry over into a succeeding year must be used on or by April 1 of that succeeding year, provided that vacation carry over will be permitted only in extremely rare cases, where an urgent or highly unusual situation necessitates it.

For the Association: 

For the County: 

ARTICLE 8

SICK LEAVE

Section 1. Pursuant to adopted County leave policy, the Employer shall advance fifteen (15) sick leave days in accordance with New Jersey Department of Personnel regulations on same at the beginning of each calendar year.

Section 2. Sick leave may be taken in hourly increments.

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

For the Association:

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For the County: SK


ARTICLE 9

PERSONAL LEAVE

Section 1. Except where work demands of the office do not permit, the Employer shall allow up to three (3) paid personal days to be taken each year. These shall not accumulate from year to year.

Section 2. Except under emergency circumstances, all requests for personal days off shall be made at least five (5) working days prior to scheduling a personal day off.

For the Association: 

For the County: 

ARTICLE 10


HOLIDAYS

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

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

Section 2. Holidays falling on a Sunday will be observed on the following Monday, and those holidays falling on a Saturday will be observed on the preceding Friday.

Section 3. Any other holidays granted generally to County employees by resolution of the Board of Chosen Freeholders shall also be granted to all persons covered by this Agreement.

For the Association: 

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For the County: 

ARTICLE 11

DEATH IN FAMILY

Section 1. The Employer agrees to grant up to five (5) days leave to an Employee due to the death of an Employee's parent, spouse, civil union partner, child or step-child.

Section 2. The Employer agrees to grant up to three (3) days leave to an employee due to the death of a member of their immediate family. As used herein, "immediate family" means parent of Employee's spouse or civil union partner, grandparents of the Employee or spouse/civil union partner, step-children, sister or brother.

Section 3. The days provided under this Article shall not be considered as sick leave.

For the Association: _____





For the County: SK

ARTICLE 12

NON-DISCRIMINATION

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, liability for service in the Armed Forces of the United States, union membership, union non-membership, or union activity, in compliance with all applicable federal and state statutes, rules, and regulations.

For the Association: 

For the County: 

ARTICLE 13

COMPLETE CONTACT

Section 1. The parties agree that they have fully bargained and agreed upon all terms and conditions of employment and that these terms and conditions of employment shall not be changed during the life of this Agreement.

Section 2. If any of the provisions of this Agreement should be held invalid by operation of law or regulation by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by such tribunal or appropriate administrative agency pending a final determination as to its validity, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

For the Association: 

For the County: 

ARTICLE 14

DURATION OF CONTRACT

Section 1. This Agreement shall be effective as of the first day of January 2010 and shall remain in full force and effect until the 31st day of December 2012.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its fully authorized representatives this _____ day of _____, 2011.

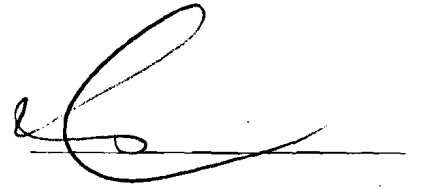
FOR THE EMPLOYERS:



FOR THE ASSOCIATION:


MONMOUTH COUNTY SHERIFF


MONMOUTH COUNTY BOARD OF
CHOSEN FREEHOLDERS

BY: 
FREEHOLDER DIRECTOR



For the Association: 
For the County: 

MONMOUTH COUNTY BOARD OF CHOSEN FREEHOLDERS

Freeholder Meeting Venue:

Date: Dec 21, 2010 - 7:00 PM

Location: Hall of Records
 Freeholders' Meeting Room
 1 East Main Street
 Freehold, NJ 07728

Agenda: Resolution to adopt negotiated agreement between the Monmouth County Board of Chosen Freeholders, the Monmouth County Sheriff and the Monmouth County Process Servers

Official Document #	Res# 2010-1092						
Meeting Date	12/21/2010						
Introduced Date	12/21/2010						
Adopted Date	12/21/2010						
Agenda Item	8						
FREEHOLDER	PRES.	ABS.	MOVE	SEC	AYE	NAY	ABST.
Curley	✓				✓		
Mallet	✓				✓		
D'Amico	✓		✓		✓		
Clifton	✓			✓	✓		
Burry	✓				✓		

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

Dec 21, 2010

Marcia Maxwell
 CLERK

Agenda Item# 8

Administrator

RESOLUTION TO ADOPT NEGOTIATED AGREEMENT BETWEEN THE MONMOUTH
COUNTY BOARD OF CHOSEN FREEHOLDERS, THE MONMOUTH COUNTY
SHERIFF AND THE MONMOUTH COUNTY PROCESS SERVERS

WHEREAS, the Monmouth County Board of Chosen Freeholders, the Monmouth County Sheriff and the Monmouth County Process Servers have engaged in negotiations with regard to a successful collective negotiations agreement for Monmouth County Process Servers employees; and

WHEREAS, negotiations between the parties have been successfully concluded and a written contract has been developed which records the Agreements of the parties; and

WHEREAS, the Monmouth County Board of Chosen Freeholders has been advised that the Monmouth County Process Servers employees have ratified the Agreement and that it is fair and agreeable to them and it is fair and agreeable to the Monmouth County Board of Chosen Freeholders.

NOW, THEREFORE, BE IT RESOLVED that the Board of Chosen Freeholders hereby accepts and adopts the Agreement reached with the Monmouth County Process Servers employees for the period of January 1, 2010 through December 31, 2012, and in accordance with the terms therein set forth in the Agreement, a copy of each which shall be filed with the Clerk of the Monmouth County Board of Chosen Freeholders.

BE IT FURTHER RESOLVED that the Director and Clerk of the Board of Chosen Freeholders be and are hereby authorized to execute said Agreement on behalf of the County of Monmouth.

Introduced on: December 21, 2010
Adopted on: December 21, 2010
Official Resolution#: 2010-1092

Agenda Item# 8

BE IT FURTHER RESOLVED that the Clerk forward a certified true copy of this resolution to the Monmouth County Process Servers, Shaun Golden, Monmouth County Sheriff, Andrea I. Bazer, Esq., Monmouth County Counsel, Craig R. Marshall, Director of Finance and Kevin J. Burke, Jr., Director of Human Resources.