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AGREEMENT

BETWEEN

MONMOUTH COUNTY SHERIFF and
MONMOUTH COUNTY BOARD OF CHOSEN FREEHOLDERS

and

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

NOVEMBER 1, 1987 through DECEMBER 31, 1990

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PREAMBLE

THIS AGREEMENT, effective as of the first day of November 1, 1987, 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 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 Sheriff, the County and those employees who are within the bargaining unit defined herein, in order that more efficient and progressive public service may be rendered.

ARTICLE 1
RECOGNITION

The Sheriff and the County hereby recognize 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 in the following job classification: County Correction Officer.

ARTICLE 2

UNION SECURITY

Section 1. Upon receipt of a lawfully executed written authorization from an Employee which may be revoked in writing according to law, the County agrees to deduct the regular monthly dues of such Employee from his pay and to remit such deduction by the fifteenth (15th) day of the succeeding month to the Association as 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.

Section 3. 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 4. Prior to the beginning of each membership year, the Association will notify the County in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its 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.

Section 5. 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 permanent Employee begins his or her employment in a bargaining unit position, unless 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 deduction 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 6. 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.

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

Section 8. The Association will notify the County in writing of any changes in 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.

Section 9. On or about the last day of each month,

beginning with the month of 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 title 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. 34:13A-5.4, 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. 34:13A-5.4, as amended.

ARTICLE 3
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 4

ASSOCIATION FACILITIES

Section 1. The P.B.A. shall be provided with office space in the Monmouth County Correctional Institution. 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.

Section 2. Before participating in any Association meeting or conference, any guest speaker, attorney, consultant or other person not employed by the Sheriff or the County must have administrative clearance before entering the Monmouth County Corrections Institution.

ARTICLE 5

VISITATION RIGHTS

The President of the P.B.A., or his designee, shall have the right to visit the County facilities in order to represent or service Employees covered by this Agreement. These visitation rights shall not unreasonably interfere with County operations.

ARTICLE 6
MANAGEMENT RIGHTS

Section 1. It is recognized that the Monmouth County Sheriff 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 are the 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 employee bargaining representative shall initiate the grievance procedure at Step No. 2.

ARTICLE 7

STRIKES AND LOCKOUTS

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 Correction Institution, 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 8

HANDBOOK AND WORKRULES

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.

Section 2. The Employer shall establish reasonable and necessary rules of work and conduct for Employees. Such rules shall be equitably applied and enforced.

Section 3. 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.

Section 4. 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.

Section 5. 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.

ARTICLE 9
DISCIPLINE

Section 1. Employees may be discharged, demoted or otherwise disciplined for just cause.

Section 2. 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.

Section 3. The P.B.A. shall be provided with the same notice at the same time as the Employee.

Section 4. An Employee shall have the right of representation at any disciplinary hearing.

Section 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 suspension.

ARTICLE 10
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 assigned Undersheriff. The Undersheriff shall, within seven (7) working days of the receipt of the written grievance, arrange a meeting, with the Association. The Undersheriff 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 Undersheriff under Step 2 of the procedure, then the grievance shall be presented in writing to the next level of authority within seven (7) workings days after Step 2. For the purpose of this grievance procedure, the next level of authority shall be considered the Sheriff The Sheriff shall, within seven (7) working days of the receipt of this grievance, arrange a meeting, which meeting shall occur within seven (7) working days thereafter, with the Association. The Sheriff shall give the Association a written answer to the written grievance within three (3) working days after the date of such meeting.

In the event the grievance is not settled at Step 3 of this procedure, the Association may elect to proceed through 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 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.

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

ARTICLE 11

SALARY

Section 1. The parties agree that the salary range for employees covered by this Agreement are set forth below.

(a) This pay scale applies to all persons who are presently employed or who may become employed under the classification of County Correction Officer.

(b) The schedule set forth herein does not include overtime, college incentive and other fringe benefits.

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

1. STARTING SALARIES:

effective November 1, 1987	\$ 19,000
effective January 1, 1989	\$ 20,000
effective January 1, 1990	\$ 21,000

2. IMMEDIATE SALARY ADJUSTMENT:

[effective November 1, 1987 through December 31, 1988]

PRESENT RANGE	ADJUSTED SALARY
\$ 17,500--\$ 18,477	\$ 21,000
\$ 18,812--\$ 19,988	\$ 23,000
\$ 20,962--\$ 22,575	\$ 25,000
\$ 25,800--\$ 27,950	\$ 28,000
\$ 30,630	\$ 33,000

3. JANUARY 1, 1989 SALARY INCREASE:
[effective January 1, 1989 through December 31, 1989]

1988 SALARY	1989 SALARY
\$ 19,000	\$ 22,000
\$ 21,000	\$ 23,000
\$ 23,000	\$ 25,000
\$ 25,000	\$ 28,000
\$ 28,000	\$ 33,500
\$ 33,000	\$ 33,500

4. JANUARY 1, 1990 SALARY INCREASE:
[effective January 1, 1990 through December 31, 1990]

1989 SALARY	1990 SALARY
\$ 20,000	\$ 23,000
\$ 22,000	\$ 24,000
\$ 23,000	\$ 25,000
\$ 25,000	\$ 28,000
\$ 28,000	\$ 34,000
\$ 33,500	\$ 34,000

ARTICLE 12

UNIFORM AND MAINTENANCE ALLOWANCE

Section 1. Each employee shall be provided with an annual uniform and maintenance allowance in the amount of \$900.00.

Section 2. 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.

Section 3. 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 for the first year of employment and thereafter receive the annual lump sum payment at the quarterly payment date immediately following the anniversary date of employment.

ARTICLE 13
COLLEGE INCENTIVE

Section 1. Since the Sheriff and the County of Monmouth recognize the value of trained Correctional Officers, they hereby agree to pay any officer covered by this Agreement additional compensation in the amount of \$25.00 per year 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 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.

Section 3. The County shall establish an arrangement with the New Jersey Correction Officers Academy and Mercer County Community College, similar to the existing arrangement between Brookdale Community college and the Monmouth County Police Academy, under which the Academy or the College will automatically provide the County with transcripts for creditable courses successfully completed.

ARTICLE 14
LONGEVITY PAY

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 15
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 (8 1/4) hours on premises or off premises. Said period shall include two (2) fifteen (15 minute breaks and a thirty (30) minute period for meal.

Section 2. The work week shall consist of five (5) consecutive eight and one-fourth (8 1/4) hour days as defined herein. Said eight and one-fourth (8 1/4) hour periods multiplied by five (5) days shall be equivalent to forty (40) hours and a full work week.

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

Section 4. 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 16

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 (1 1/2) 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.

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 (1 1/2) 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 (1 1/2) times the employee's regular rate of pay for two (2) hours, or for all hours worked, whichever is greater.

ARTICLE 17

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 18
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 19

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.

Section 2. Sick Leave. Pursuant to adopted County leave policy, the Employer, in his sole discretion, may advance sick leave days to the 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 20

HOLIDAYS

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

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

(b) When a holiday falls during 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 day's 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 21
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 (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 22
WORKERS' COMPENSATION

Section 1. Any officer injured while on duty will be compensated at full pay while 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 Workers' Compensation checks received from the insurance company over to the County Treasurer.

Section 3. It is understood that if the employee receives an award relative to the job-incurred injury from Workers' Compensation Court, the employee shall reimburse the County the extent of the difference between salary paid by County and temporary disability payment made by Workers' 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 23

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 with the exception of the following non-critical posts when voluntary overtime is unavailable: clothing room, laundry and recreation officer.

(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.

(f) Special assignments requiring special skills and expertise shall be assigned on the basis of an evaluation of training, education and skill necessary for successful completion of the assigned tasks.

ARTICLE 24

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 programs shall be mandatory.

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

ARTICLE 25
TRANSPORTATION

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 26
PAYCHECK RELEASE

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 27

PROBATIONARY PERIOD

Section 1. 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 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.

Section 2. 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.

Section 3. It is understood that the three (3) month probationary period shall also apply to those Employees

who have been in the service, 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 28

JOINT SAFETY AND FACILITY COMMITTEES

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

Section 2. 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 29
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 30

MAINTENANCE OF STANDARDS AND SAVINGS

Section 1. It is the intention of the parties hereto that during the term of this Agreement, all terms and conditions of employment, established past practices, and other benefits presently in existence for unit members, but which are not specifically listed in this contract, shall be continued to the same level and in the same manner as presently in existence.

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

ARTICLE 31

TERM AND EXTENT OF AGREEMENT

This Agreement shall be effective November 1, 1987 and shall continue in full force until December 31, 1990 or until a new Agreement is executed.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures this 3rd day of February, 1988:

MONMOUTH COUNTY SHERIFF:


WILLIAM M. LANZARO

MONMOUTH COUNTY BOARD OF CHOSEN FREEHOLDERS:


HARRY LARRISON, JR., DIRECTOR

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


T. Horne