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Contract # 28

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OCT 23 1989
RUTGERS UNIVERSITY

AGREEMENT

BETWEEN

MONMOUTH COUNTY SHERIFF and
~~MONMOUTH COUNTY BOARD OF CHOSEN FREEHOLDERS~~

and

UNITED FOOD AND COMMERCIAL WORKERS
~~LOCAL 56, AFL-CIO~~

(Clerical Employees)

⊗ JANUARY 1, 1988 through DECEMBER 31, 1989

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This Agreement, made this day of , 1988,
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

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 white collar clerical employees of the Employer in the following job classifications:

Account Clerk	Docket Clerk Typist
Principal Account Clerk	Principal Docket Clerk Typist
Senior Account Clerk	Senior Docket Clerk Typist
Data Control Clerk	Senior Account Clerk Typist
Clerk-Typist	Senior Clerk
Principal Clerk Typist	Investigator Probation
Senior Clerk Typist	Senior Docket Clerk
Clerk Steno	Clerk-Typist I.D. Bureau
Principal Clerk Steno	Clerk-Typist Security Office
Senior Clerk Steno	

but excluding managerial executives, confidential employees, and professional employees of the Office of the Sheriff and all other employees.

ARTICLE 2

UNION RIGHTS/AGENCY SHOP

Section 1. Stewards. The Union may designate three stewards and three alternate stewards which designation shall be in writing and may be changed on due notice to the employer.

Section 2. Visitation Policy. The authorized representative of the Union may have access to the working area on application to the Monmouth County Sheriff and in his discretion, provided, however, that such representative shall not interfere with members of the unit or their work nor cause them to neglect their work, nor otherwise interrupt any work.

Section 3. Agency Shop. 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.

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. Amount of Representation Fee. 1.

Notification. Prior to the beginning of each membership year, the Union 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 Union as majority representative, the representation fee should be equal in amount to the regular membership dues, initiation fees and assessments charged by the Union to its own members, and the representation fee has been set at eighty-five (85%) percent of that amount as permitted by law.

Section 5. Deduction and Transmission of Fee.

1. Notification. Once during each membership year covered in whole or in part by this Agreement, the Union will submit to the County a list of those Employees who have not become members of the Union 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 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 Union will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Union.

5. Changes. The Union 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. (a) On or about the last day of each month, beginning with the month this Agreement becomes effective, the County will submit to the Union, 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.

(b) The Union 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-5.5 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 Union or the Employee to the review board established for such purposes by the Governor in accordance with N.J.S.A. 34:13A.

Section 6. Hold harmless. 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 3

MANAGEMENT RIGHTS

It is recognized that the Employer has and hereby retains and reserves to itself the rights and responsibilities to direct the affairs of the Office of the Monmouth County Sheriff 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.

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, 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

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.

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.

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.

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.

STEP ONE:

The grievance shall be discussed with the employee involved and the immediate supervisor. The answer shall be

in writing and made within three (3) working days by such immediate supervisor, to the employee.

STEP TWO:

If the grievance is not settled through Step One, the same shall within five (5) working days be reduced to writing by the Union and submitted to the Department Head and the Sheriff and the answer to such grievance shall be made in writing, with a copy to the Union and the Sheriff within five (5) working days of submission.

STEP THREE:

If the grievance is not settled at Step Two, then the Union shall have the right within five (5) working days of the receipt of the answer at Step Two to submit such grievance to the employer or her designee. A written answer to such grievance shall be served upon the individual and the Union within seven (7) calendar days after submission.

STEP FOUR:

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

If the grievance is not settled at Step Three and the aggrieved does not elect to pursue his grievance under the Civil Service Act, then the Union shall have the right within five (5) working days to submit such grievance to the Monmouth County Sheriff, in which case the decision of the

Sheriff or his designee shall be final and shall be rendered with reasonable promptness.

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

ARTICLE 5

SALARY

Section 1. Effective January 1, 1988, employees employed on or before December 31, 1987, shall receive a wage increase of seven and one-half percent (7 1/2 %) over 1987 wage levels.

Section 2. Effective January 1, 1989, employees employed on or before December 31, 1988, shall receive a wage increase of six percent (6 %) over 1988 wage levels.

Section 3. In the event that the County voluntarily gives a general wage increase to its other employees of greater than six percent (6 %), then Section 2 shall be amended to that greater amount.

ARTICLE 6

HOURS OF WORK/OVERTIME

The standard work day 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 daily work schedule shall be from 8:30 a.m. to 4:30 p.m. The standard work week shall consist of thirty-five hours in five consecutive days, Monday through Friday. The existing practice which allows for flexible time scheduling with the approval of the Supervisor shall be continued.

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.

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

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. 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.

ARTICLE 7

SENIORITY

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

The Employer will endeavor to fill permanent job openings by promotion, provided that those employees considered possess the requirements enunciated by the Civil Service Law and are subsequently certified by Civil Service.

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
REDUCTION IN FORCE

When the Employer deems it necessary to lay off employees in a given class, the Union shall be notified and the conditions outlined below shall be observed:

1. Permanent employees within a classification will not be laid off before any emergency appointments, temporary appointments to temporary extra positions, provisional appointments to permanent positions or employees serving in working test periods within the classification affected.

2. The Employer shall provide a minimum of forty-five (45) calendar days notice of lay off to any permanent employee to be affected in accordance with Civil Service rules and regulations.

3. Job classification seniority shall be a determining factor to be considered when identifying which permanent employees are to be laid off according to Civil Service rules and regulations.

Permanent employees affected by lay off requirements may exercise bumping rights within their job classification or to equated or lower rated job classifications as provided according to Civil Service rules and regulations.

The name of the permanent employee who is laid off shall be placed on a special reemployment list. Persons on

such list will be given preferential consideration over any other type of applicant for appointment to the job classification and no new employee shall be hired to that classification until all employees on lay off status desiring to return to work shall have been recalled, provided such employees on lay off status are capable of returning to work. The employee must provide the Employer with any address change while waiting for recall. The preferential list shall be in effect for such period as provided for by Civil Service rules and regulations. If Civil Service fails to specify a specific period for such list, then it shall remain in effect for a period of one (1) year.

Permanent employees will be recalled to work in the reverse order in which they were laid off. Notice of recall will be made in writing by certified mail to the employee's home address of record.

An employee who is recalled must respond within five (5) calendar days of the date of receipt of the notice of certification for recall or within ten (10) days of the mailing or be considered to have abandoned his recall rights and resigned.

An employee recalled to his former job classification must report for reinstatement within the specified time limits or be considered to have resigned.

An employee recalled to job classification with a lower salary rate than his previous job classification may

refuse such position but will not be eligible for further recall.

An employee on lay off accrues no additional sick leave or vacation credits. When an employee is recalled from lay off and reinstated, he is considered to have continuous service credit for computation of future earned vacations.

ARTICLE 10

VACATIONS

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 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 (1-2/3) days per month.

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

F. 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.

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.

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.

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, he 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.

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

ARTICLE 11

HOLIDAYS

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

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 Chief Justice of the New Jersey Supreme Court 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.

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 12

SICK LEAVE

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.

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) One and one-quarter (1-1/4) days per month worked during each year thereafter.

(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.

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.

If an employee is absent for reasons that entitle him to sick leave, his 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.

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.

ARTICLE 13

BEREAVEMENT LEAVE

All full-time employees are entitled to use up to three (3) bereavement days leave with pay. Bereavement days shall be permitted upon each death occurring in the employee's immediate family, defined as:

1. Spouse
2. Children
3. Parents (parental in-laws)
4. Brother
5. Sister
6. Grandparents of employee or spouse
7. Grandchildren
8. More distant relatives if living as member of the employee's immediate household.

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 14

LEAVES OF ABSENCE

Section 1. Personal Days. All permanent, full-time employee 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 his 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. All permanent, full-time employees may be granted a leave of absence without pay for a period not to exceed six (6) months at any one time, provided, however, that it is agreed that approval of leave is an administrative decision. Consideration to be made 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. This provision shall not be subject to grievance.

Section 3. Maternity Leave. Permanent, full-time female employees who have completed their working test period may request that earned and accumulated sick leave be granted during the time prior to the expected date of confinement (date of delivery) and for one (1) month after the actual date of confinement.

Section 4. Military Leave. Any full time employee who is a member of the National Guard, Naval Militia, Air National Guard, or a reserve component of any of the Armed Forces of the United States of America and is required to engage in field training, shall be granted a military leave of absence with regular pay for the period of such training as authorized by law. (N.J.S.A. 38:23-1.1). This paid leave of absence is in addition to any vacation pay.

When a full time employee has been called to active duty or induction into the military or naval forces of the United States, they shall be granted indefinite leave of absence without pay for the duration of such active military service, provided they do not voluntarily extend such service. Extension of services will be considered a voluntary resignation.

Each employee must be reinstated without loss of privileges, seniority, or pension rights if the employee reports to duty within sixty (60) days of their honorable

discharge from military service.

In the case of service connected illness or wound which prevents employees from returning to employment, such leave shall be extended until three months after recovery, but not beyond two years after discharge.

ARTICLE 15
MEDICAL COVERAGE

Medical/surgical and major medical insurance shall be provided by the County's self-insurance plan administered by the Rasmussen Agency.

It is agreed that the present medical coverage shall continue in force for the duration of this Agreement, provided, however, that should any other bargaining unit of the Employer-Funding Agent obtain an improved health benefit during the life of this Agreement, the said Employer-Funding Agent and the Union shall immediately reopen negotiations for the specific purpose of negotiating the issue of implementation of such benefit.

The employer shall contribute up to a maximum of \$ 21.66 per month per employee for full family coverage in a prescription drugs/vision insurance program to be administered by Local 56 or its designees. This amount is in lieu of the cost of present County self-insurance and the employees hereby waive any claim against the present County offered prescription drug program. It is agreed that if the County prescription drug program cost increases in 1989 that this provision will increase by the same amount.

ARTICLE 16

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 17
COMPLETE CONTRACT

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

In lieu of wage increase under Section 1 of the newly approved contract, and in conjunction with that contract approval, it is agreed between the County of Monmouth, the Monmouth County Sheriff and the Union that the following employees shall receive the following salary adjustment increase over 1987 wage levels:

Polis: \$ 2,000.00

Erbe: \$ 2,500.00

Unger: \$ 2,500.00.

Raises for these three employees for 1989 shall be in accordance with the contract.