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NOT CIRCULATE

78

AGREEMENT

between

THE COUNTY OF MONMOUTH

and

MONMOUTH COUNTY CORRECTION OFFICERS ASSOCIATION, INC.

P.B.A. LOCAL NO. 240

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PREAMBLE

This Agreement, effective as of the first day of January, 1978 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 I 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) SHERIFF'S OFFICERS (INCLUDING THOSE EMPLOYED AT THE IDENTIFICATION BUREAU)
- (d) COUNTY CORRECTION LIEUTENANT
- (e) SENIOR I.D. OFFICER

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 salaries for employees covered by this Agreement and employed by the employer as of December 31, 1977, shall receive an across the board salary increase for 1978 in the amount of 7.5% of their existing salary retroactive to January 1, 1978.

Section 2.

The parties agree that the employees covered by this Agreement shall receive \$400 hazardous pay for 1978.

Section 3.

(a) The pay scale in all respects applies to all persons who are presently employed or who may become employed, including the classification of "County Correction Officers", "Sheriff's Officers", "County Correction Sergeant", "County Correction Lieutenant" and "Senior I.D. Officers".

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

Section 4.

PROMOTIONS

(a) All openings for promotion to sergeant shall be filled as soon as possible in accordance with Civil Service Lists.

(b) Any person promoted to sergeant will be paid in accordance with the salary scale set forth herein, except that a person promoted to sergeant will advance to the first step next above his existing salary as indicated by the salary scale of sergeant. In the event that a newly promoted sergeant should advance to a salary equal to or more than an existing sergeant, said sergeant would then, at that time, advance to the next salary step.

ARTICLE 4

LONGEVITY PAY

It is understood that the County of Monmouth may undertake a study to determine whether to adopt a longevity program for its employees. In the event such a program is adopted by the County, the Employees covered by this Agreement shall be entitled to participate therein from the time the same is adopted by the County of Monmouth.

ARTICLE 5

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 ($8\frac{1}{4}$) 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 ($8\frac{1}{4}$) hour days as defined herein. Said eight and one-fourth ($8\frac{1}{4}$) 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 6

OVERTIME, CALL-IN TIME, AND COURT TIME

Section 1.

OVERTIME

(a) Overtime, defined as any work performed in excess of the regular work week of forty (40) hours, shall be compensated at

the rate of one and one-half ($1 \frac{1}{2}$) times the employee's regular rate of pay.

(b) All overtime work in units of less than one (1) hour will be accumulated and submitted for payment when the Employee has accumulated one (1) hour or more of overtime.

(c) Overtime work shall be scheduled on an equitable rotating basis in accordance with a seniority list which has been drafted by the parties to this Agreement. It is understood and agreed that this list may be modified when changes occur in existing personnel.

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 ($1 \frac{1}{2}$) times his regular rate of pay for two (2) 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 ($1 \frac{1}{2}$) times the Employee's regular rate of pay for two (2) hours, or for all hours worked, whichever is greater.

ARTICLE 7

TIME CLOCK

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 8

UNIFORM ALLOWANCE

(a) Each Employee who has been employed for six months or more shall receive a cash uniform allowance in the amount of \$500 (five hundred dollars) per year. Said payment will be made in two installments of \$250 (two hundred and fifty dollars) to be issued during the first full pay of January, 1978. The second \$250 (two hundred and fifty dollars) to be paid the first full pay after adoption of the 1978 budget."

(b) For those Employees hired between January 1, 1978 and June 30, 1978, a uniform allowance of \$250 (two hundred and fifty dollars) shall be received after three months of acceptable service with the County. Six months after receipt of the first payment an additional \$250 (two hundred and fifty dollars) will be paid.

(c) For those Employees hired between July 1, 1978 and September 30, 1978, a uniform allowance of \$250 (two hundred and fifty dollars) will be received during the year 1978.

(d) For those Employees hired after October 1, 1978, no payment will be made for the year of 1978.

ARTICLE 9

INSURANCE

All existing medical and hospitalization insurance coverage for Employees shall be maintained during the term of this agreement.

ARTICLE 10

HOLIDAYS

Section 1.

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

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

Whether a holiday falls during an Employee's vacation, his regular day off, or during a scheduled work day, said Employee shall be given compensatory time off at his regular rate of pay.

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.

ARTICLE 11

WORKMEN'S COMPENSATION

Section 1.

Any Officer injured while on duty will be compensated at full pay while he/she is out of work, and under the care of a physician for a maximum of one 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 the 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.

ARTICLE 12

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.

ARTICLE 13

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:

Years of Service

Vacation

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 14

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 \$15 per year per college credit that is obtained by any officer after January 1, 1978 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 15

DEATH IN FAMILY

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, 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 Employee.

ARTICLE 16

PERSONNEL

With respect to personnel, the Employer agrees as follows:

(a) Sufficient manpower shall be scheduled on a daily basis consisting of twelve (12) Male Line Officers and three (3) Male Supervisors to insure adequate coverage of all work assignments so that no officer shall be required to double up on assignments, except for relief of another officer during normally scheduled lunch or other breaks.

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

(c) Officers who terminate their employment shall be replaced as soon as possible.

ARTICLE 17

WEAPONS QUALIFICATION AND TRAINING

Section 1.

The employer agrees to continue the existing program of fire-arms range qualification for Employees twice per year.

Section 2.

The Employer further agrees to continue the training program for Correction Officers. Said training program shall consist of two (2) eight (8) week courses one (1) night per week, two (2) hours in length each night. There shall be one eight (8) week course in the fall and one eight (8) week course in the spring.

Attendance shall be mandatory for all new Correction Officers hired after the signing of this contract. All Officers will be paid two (2) hours of straight time for attendance at the two (2) hour classes. Attendance will not be mandatory except for newly hired officers. Said training courses will include a curriculum that will properly cover all aspects of the proper functions of the correctional institutional officer. All newly hired officers will attend except those on holiday, vacation or excused by the training officer or the Warden.

ARTICLE 18

ASSOCIATION TIME

One (1) state delegate shall be allowed twelve (12) paid days for attendance at State P.B.A. meetings plus six (6) paid days

for attending the annual P.B.A. Convention and not more than four (4) days in one year's time for special P.B.A. meetings for a maximum total of twenty-two (22) paid days.

Six (6) paid days shall be allowed for the P.B.A. Convention Delegate elect to attend the P.B.A. Convention.

Six (6) paid days shall be allowed for P.B.A. President to attend the P.B.A. Convention.

ARTICLE 19

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 decision as to the number of Employees accompanying the prisoner shall be made by the appropriate supervisor.

ARTICLE 20

ASSOCIATION DUES AND INDEMNITY

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 (15) 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 regu-

lar membership dues deducted.

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 21

NON-DISCRIMINATION

The Employer and the Association agree not to discriminate against any Employee on the basis of race, color, creed, sex or national origin.

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 nonmembership.

ARTICLE 22

MANAGEMENT RIGHTS

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.

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

ARTICLE 23

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 or 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 24

HANDBOOK

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 25

WORK RULES

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

ARTICLE 26

GRIEVANCE PROCEDURE

STEP NO. 1: The Employee having a grievance shall present it in the first instance to the other party within ten (10) working days after the occurrence of the event out of which the grievance arises. If the Employee so requests, his representative shall be present.

STEP NO. 2: If the Employee is not satisfied with the decision of the Warden at the First Step, the grievance shall be put in writing, signed by the Employee and presented to the Employee's next level of authority within seven (7) working days after the,

decision of the Warden. For the purpose of this grievance procedure, the Employee's next level of authority shall be considered the Sheriff. Copies of the written grievance shall be forwarded to the Sheriff and the Association. The Sheriff shall within five (5) working days of the receipt of the written grievance, arrange a meeting, which meeting shall occur within five (5) working days thereafter, with the Employee and his representative. The Sheriff shall give the Employee and the Association his 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 No. 2 of this procedure, the Employee may elect to proceed through Civil Service or Step No. 3 of this grievance procedure. However, upon election of either the Civil Service procedure or Step No. 2 of this grievance procedure, the choice of the employee 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 NO. 3: If the grievance is still unsettled, the Association may within fifteen (15) days after the reply of the Sheriff is due, by written notice to the Sheriff, request arbitration. Said arbitration shall be through the New Jersey State Board of Mediation, the expense of which shall be shared equally by the Sheriff and the Association. The decision of arbitration shall be final and binding on both parties.

In using the procedure established herein, an Employee is entitled at each step to be represented by an attorney of his own choosing or by a bona fide member or members of the union designated to represent him pursuant to this agreement.

ARTICLE 27

DISCIPLINARY HEARINGS

Any Officer called in for any disciplinary hearing shall have a departmental hearing. The Officer and P.B.A. shall be notified five (5) days in advance of said hearing.

ARTICLE 28

SAVINGS CLAUSE

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 29

MUTUALITY

All provisions are mutual covenants and subject to the other parties not breaching any other provisions of this collective bargaining agreement.

ARTICLE 30

TERM AND EXTENT OF AGREEMENT

This Agreement shall be retroactive to January 1, 1978 and shall continue in full force and effect until December 31, 1978

or until a new Agreement is executed.

IN WITNESS WHEREOF, the Parties have hereunto affixed their
signatures this day of 1978.

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

By _____

By _____

By _____

By _____

THE COUNTY OF MONMOUTH

By _____

By _____

or until a new Agreement is executed.

IN WITNESS WHEREOF, the Parties have hereunto affixed their
signatures this 9 day of June 1978.

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

By

George J. Pelli

By

William Myles

By

James B. Jr.

By

David L. Ilea

THE COUNTY OF MONMOUTH

By

Paul Kuman

By
