

AGREEMENT

BETWEEN

MONMOUTH COUNTY BOARD OF CHOSEN
FREEHOLDERS

(Monmouth County Youth Detention Center)

and

THE COMMUNICATION WORKERS OF AMERICA, AFL-CIO

JANUARY 1, 2005 through DECEMBER 31, 2008

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PREAMBLE

This AGREEMENT, by and between the MONMOUTH COUNTY BOARD OF CHOSEN FREEHOLDERS (hereinafter referred to as the Employer or the County) and the COMMUNICATION WORKERS OF AMERICA, LOCAL 1032, AFL-CIO (hereinafter referred to as the CWA or the Union), represents the complete and final understanding between the parties.

This Agreement has as its purposes the promotion of harmonious relations between the County and the CWA, the establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of rates of pay, hours of work and other terms and conditions of employment.

ARTICLE 1 RECOGNITION

Section 1. The County recognizes CWA, Local 1032, as the exclusive representative of all full-time employees employed at the Monmouth County Youth Detention Center in the title of Juvenile Detention Officer and Senior Juvenile Detention Officer, and including part-time employees in those titles working twenty (20) hours or more weekly, but excluding all those working in the title of Supervising Juvenile Detention Officer and excluding all other titles.

ARTICLE 2 UNION RIGHTS

Section 1. A maximum of forty (40) days of paid leave will be granted during any calendar year for attendance at Union conventions or meetings. Request for union leave time must be made in writing at least two weeks in advance to the Superintendent of the Monmouth County Youth Detention Center. Exceptions may be made to the two-week limit only if the written request is received by the Superintendent from the President of the Local bargaining unit within five (5) days of the requested union leave. Unused union leave days will not accumulate from year to year.

Section 2. Employee Union representatives shall be entitled to the reasonable use of paid leave time in order to investigate and process grievances. The Union Building President shall be provided all pertinent information and reports regarding scheduled disciplinary matters and or necessary documents relating to any grievance filed. The granting of such leave time shall be subject to the giving of notice to and the obtaining of prior approval from the Superintendent.

Section 3. Union representatives who are not employees of the County shall have the right to visit the work place on Union business upon prior notice to and receipt of approval from the Superintendent. Such approval shall not be unreasonably withheld.

Section 4. The CWA shall be allowed reasonable use of the Youth Detention Center word processor, FAX and copying machines at such times that will not interfere with the normal operations of the administrative functions of the Youth Detention Center. Such use of office equipment shall be subject to the approval of the Superintendent and shall be limited to all designated Union Stewards.

Section 5. The CWA shall have the right to post notices concerning Union business on the Youth Detention Center bulletin board.

ARTICLE 3 DUE DEDUCTION/AGENCY FEE

Section 1. The Employer agrees to deduct the Union monthly membership dues from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the Employer by the Treasurer of the Union and the aggregate deductions of all employees shall be remitted to the Treasurer of the Union, together with a remittance list, which shall include the names of all employees for whom such deductions are made, and their bi-weekly salary. The dues presently to be deducted are calculated at the rate of two (2) hours per month, based on a forty (40) hour week. The Union will notify the employer, in writing, at least thirty (30) days in advance of any change in dues structure.

Section 2. The County further agrees to deduct from the pay of each employee covered by the Agreement who does not furnish a written authorization of Union dues an amount equal to eighty-five percent (85%) of the monthly Union dues during each calendar month commencing with the fourth month of employment of each employee, together with a remittance list which shall include the names of all employees for whom such deductions are made and their bi-weekly salary.

If an employee covered by this Agreement does not become a member of the Union 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 Union for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Union as majority representative.

Section 3. 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 85% of that amount as permitted by law.

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 Union to its own members for that membership year. The representation fee to be paid by non-members will be equal to 85% of that amount.

Section 4. 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 the following, the full amount of the representation fee and promptly will transmit the amount so deducted to the Union.

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) Three (3) months after the 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.

Section 5. If an employee who is required to pay a representation fee terminates his or her employment with the County before the Union 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 to said employee during the membership year in question.

Section 6. 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.

Section 7. The Union will notify the County in writing of any changes in the list provided for 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 8. 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.

Section 9. 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 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 Union. Such proceeding 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 NJSA 34:13A-5.4, as amended.

Section 10. The CWA 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.

ARTICLE 4 EMPLOYEE RIGHTS

Section 1. Probationary Period. New employees shall serve a twelve (12) month probationary period. The Employer has the right to remove said employees during such probationary period, provided performance has not been satisfactory in accordance with the standards established by the Employer. Dismissal during this period shall not be subject to the grievance procedure.

It is understood that a three (3) month probationary period shall apply to those employees who have been in service but have been promoted to a higher title. Those employees shall have the right to return to their previous title should their probationary period in the higher title prove unsatisfactory to the Employer.

Section 2. Seniority. Seniority is defined as an employee's continuous length of service with the County beginning with date of hire. If in the event an employee is laid off, due to lack of work, economics, or any other legitimate reason and that employee is called back to work within six months, then at that time, for purposes of seniority, the last date of hire, prior to lay-off shall be used in determining that employee's seniority.

The County shall maintain an accurate up to date service roster showing each employee's date of hire, classification and pay rate and shall furnish copies of the same to the CWA upon request.

If the County decides to reduce the number of employees, the employee or employees with the least seniority shall be laid off first, provided the remaining employees have the requisite qualifications and ability to perform the work available. Employees shall be recalled for work from lay-off in the order of their seniority provided that they have the requisite qualifications and ability to perform work available. Employees continuously laid off for a period of two (2) years or more shall not be entitled to recall.

If an employee returns to work with the employer within six (6) months, the employee shall return at that salary step held and shall retain all previous seniority rights as pertain to vacation accumulation and other benefits. If an employee leaves and returns to work after six (6) months but less than two (2) years, the employee shall retain all rights as expressed in the previous sentence, if that employee left because of an economic lay-off. Otherwise, the employee returns as a new employee.

Section 3. Job Openings and Promotions. A job opening or vacancy shall be posted on an appropriate bulletin board for a period of five (5) working days.

The County shall have the right, at its discretion, to fill any temporary job openings by transfer or otherwise, until such time as it may be permanently filled. In the event that a permanent job opening is not filled within five (5) days from the posting of a notice, the County, at its discretion, may fill such permanent job opening or vacancy.

The Employer will endeavor to fill permanent job openings by promoting employees from the next lower rated job titles, provided those employees possess the requirements enunciated by the New Jersey Department of Personnel and who are subsequently certified by the Department of Personnel. In all instances, employees promoted must possess the skill, ability, and knowledge to perform the duties required of the higher rated job.

If there are two (2) or more employees with the equal skill and ability to perform the work, the employee with the greatest seniority shall be given preference. However, skill and ability may be measured by review of the disciplinary record and attendance record for the past three (3) years, provided that the attendance record and attendance-related disciplinary record may be reviewed only for one (1) prior year.

If the employee with the greatest seniority cannot perform the higher rated job once promoted to the higher rated job, then the administration shall promote the employee which it deems to be the next eligible and return the other employee to the former job title, prior work schedule which includes days off, and original salary rate prior to the promotion with no loss of rights.

Section 4. Shift and Duty Assignments. Shift and duty assignments shall, subject to the exceptions noted below, be made on a voluntary basis. A duty assignment shall include specified days off. Each duty assignment opening shall be posted for a seven (7) day period for bid "as is." The County shall give preference to an employee with the most seniority when, in the judgment of the County, all other things are equal.

Where there are no volunteers for a shift or duty assignment or where, in the judgment of the County, the best interests of the efficient operation of the facility require the assignment of an employee who has not volunteered; involuntary shift and duty assignments may be made on ten (10) days notice, except in cases of emergency. Every effort will be made to make involuntary assignments on the basis of reverse seniority. The affected employee shall have the right to discuss the reassignment with his immediate supervisor, the Superintendent or the County Personnel Officer during the ten (10) day period but shall comply with the reassignment.

ARTICLE 5 MANAGEMENT RIGHTS

Section 1. It is recognized that the Employer has and will continue to retain the rights and responsibilities to direct the affairs of the Monmouth County youth Detention Center in all of its various aspects.

Section 2. Among the rights retained by the Employer are the rights to direct the working forces; to plan, direct and control all the operations and services of the center; 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 Union alleging such conflict.

ARTICLE 6 NO STRIKE

Section. 1 In addition to any other restriction under the law, the CWA will not cause a strike or work stoppage of any kind, nor will any employee take part in a strike, intentional slow-down in the rate of work, or in any manner cause interference with or stoppage of the Employer's work.

ARTICLE 7
TRANSPORTATION/ON-CALL

Section 1. The Employer will assign three JDO's and one Senior JDO to a permanent transportation detail, consistent with contractually established bid processes.

Section 2. When not assigned to transportation duties, the assigned transportation officers may be deployed in keeping with the operational needs of the facility.

Section 3. When the transportation workload exceeds the capacity of the assigned officers, voluntary overtime will be offered within the unit as per contract. If additional personnel are required to meet the transportation workload, the Institution will utilize other personnel available within the Sheriff's Department.

Section 4. A security vehicle with a protective screen shall be used to transport offenders charged with delinquent crimes and two officers shall be required to transport said offenders unless the offender is deemed not dangerous by the Supervising Juvenile Detention Officer, in which case one officer shall be used. In cases where juvenile girls are transported, a female officer must accompany said juvenile.

Section 5. Two officers shall be required to transport juveniles out of state. It is recognized that in special circumstances two officers may be necessary to transport juveniles within the state, provided such a determination is made in advance at the discretion of the Superintendent of the Youth Detention Center. Except while traveling out of state or at the discretion of the Superintendent of the Youth Detention Center, one officer shall transport juveniles being released or transported to a non-secure situation. In the Case of the former, at no time shall more than two officers accompany the juvenile.

Section 6. At no time shall an officer be compelled to transport a juvenile anywhere or for any reason, in his or her private vehicle.

Section 7. Every employee, whether assigned to transportation or not, shall be required to report any loss of driving privileges to the Superintendent as soon as practicable. It shall be a serious disciplinary infraction to drive any County vehicle while under any suspension of driving privileges. Reassignment will be made during the time of suspension.

Section 8. To facilitate the call-in procedures, each employee shall provide the Superintendent with a current phone number, which shall be used for call-in and not generally provided to others.

Section 9. There shall not be any on-call pay for transportation, and administration has the right to assign to any on duty staff member to perform transportation duties and to avoid the paying of overtime.

ARTICLE 8
DISCIPLINARY PRODEDURE

Section 1. No employee shall be disciplined or discharged without just cause.

Section 2. The Union shall have the right to initiate a grievance concerning any disciplinary action against a non-probationary employee if it believes just cause for the action does not exist; provided, however, that if the subject matter of the grievance comes under the jurisdiction of the New Jersey Department Of Personnel appeals procedure, the grievance shall not be subject to Step 4 of the contractual grievance procedure but may, instead, be submitted to the Merit System Board.

Section 3. An employee required to attend an investigatory meeting which may result in disciplinary action shall be entitled to have a Union representative attend such meeting. The employee shall be given notice of the right to have a representative present prior to the start of the meeting. Reasonable effort shall be made to schedule such meetings during an employee's shift or as close to a shift as possible.

Section 4. Whenever a verbal or written reprimand is to be given, an employee will be offered the opportunity to have a Shop Steward present. If the employee requests a Shop Steward and none are present at the time the meeting is scheduled, the meeting will be delayed until a Shop Steward is present.

Section 5. All disciplinary hearings shall not be scheduled on the employee's day off. When a disciplinary case is heard, the hearing officer should render a written decision within 20-days to the employee and the building union president/

ARTICLE 9
GRIEVANCE PROCEDURE

Section 1. A "grievance" is defined to mean a complaint by an employee, a group of employees, or the Union that there has been a violation, misinterpretation, or inequitable application of any of the provisions of this Agreement or a dispute concerning disciplinary action taken against a member of the bargaining unit.

Section 2. The purpose of this procedure is to secure at the lowest possible level equitable solutions to the problems which may, from time to time, arise affecting employees in the bargaining unit.

Section 3. In order to be considered under this procedure, a grievance must state clearly the contract provision claimed to have been violated, misinterpreted or inequitably applied or the disciplinary action contested and it must be initiated in writing within 20 days of the date on which the grievant knew or should have known of the event or events giving rise to the complaint.

Section 4. General Procedures.

1. Nothing herein contained shall be construed as limiting the right of a grievant to discuss the matter informally with his immediate supervisor.
2. The number of days indicated at each level of the grievance procedure shall be considered as maximums and every effort should be made to expedite the process. Time limits may be extended if mutually agreed upon in writing.
3. Saturdays, Sundays and holidays as identified in this Agreement shall not be considered working days in the computing of time limits at each step.
4. Any written disposition of a grievance at any step, which is not appealed to the succeeding step within the time limits provided, shall be considered final and binding on all parties.
5. The failure to provide a written disposition of a grievance at any step within the time limits provided shall be considered a denial of that grievance and permit the grievant to appeal that denial to the next step.
6. Any employee shall be entitled to the assistance of a Union officer or representative at all steps of the grievance procedure. In the event that an employee does not choose to have a Union representative in the grievance procedure, the Union shall be notified that a grievance has been filed and shall have the right to be present and to participate fully at all steps of the grievance procedure.
7. Meetings held at any step of the grievance procedure shall be scheduled by agreement of the parties during regular business hours. No employee shall suffer any loss of pay because of attendance at a grievance meeting scheduled during working hours. Employees shall not be paid for attendance at grievance meetings under this procedure if such meetings are scheduled outside the employee's scheduled working hours.

Section 5. Specific Procedures

Step 1

- (a) An employee having a grievance shall present it in writing to his immediate supervisor, i.e. the Supervising Juvenile Detention Officer on duty at the time and place at which the events giving rise to the grievance occurred.

(b) The grievance shall set forth the event or events giving rise to the grievance, the provisions of the Agreement which are alleged to have been violated, misinterpreted, or inequitably applied; and remedy sought on the established grievance forms.

(c) The immediate supervisor shall meet with the grievant within three (3) working days of the receipt of the grievance.

(d) The immediate supervisor shall render a written disposition on the grievance within five (5) working days of the meeting with the grievant. Copies of the written disposition shall be provided to the individual grievant and to the Union representative.

Step 2

(a) If the grievant is not satisfied with the immediate supervisor's answer, or if an answer is not received within the time limit, the grievant shall have the right to file an appeal in writing with the Superintendent of the Monmouth County Youth Detention Center within ten (10) working days of receiving the answer or the expiration of the time for answer.

(b) The Superintendent, or management designee, shall meet with the grievant within three (3) working days of receipt of the grievance appeal and shall render a written decision on the appeal within five (5) working days of the meeting.

(c) Copies of the written decision on the appeal shall be submitted to the grievant and to the Union representative.

Step 3

(a) If the grievant is not satisfied with the answer received, or if an answer is not received within the established time limit, the grievant shall have a right to file an appeal, in writing, to the Director of Corrections and Youth Services or the Undersheriff assigned to the facility, within ten (10) working days from receipt of the answer from the Superintendent or from the expiration of the established time limit for answer. Such appeal shall be filed on the form provided.

(b) The Director of Corrections and Youth Services or the Undersheriff assigned to the facility may meet with the grievant within ten (10) working days of the receipt of the written appeal and shall render a written decision on the appeal within five (5) working days after such meeting. Copies of the written disposition shall be given to the individual grievant and to the building union president.

Step 4

- (a) If the grievant is not satisfied with the answer received at Step 3 or if no answer is received, the Union may, within thirty (30) days following receipt of the answer or expiration of the time period established for answer, initiate a Demand for Arbitration with the Public Employment Relations Commission. The Union shall provide the Personnel Officer with a copy of any Demand for Arbitration filed.
- (b) An arbitrator shall be selected by the parties in accordance with the procedures established by the Public Employment Relations Commission.
- (c) The grievance arbitration proceedings shall be conducted in accordance with the rules and regulations established by PERC. The arbitrator shall conduct a hearing and shall render a written decision within thirty (30) days of the close of the hearing. The arbitrator shall add nothing to nor subtract anything from the terms of this Agreement. The decision of the arbitrator shall be final and binding on the parties.
- (d) The County and the Union shall share equally the fee and expenses of the arbitrator. All other expenses shall be borne by the party incurring them. If any party to the arbitration proceeding desires a transcript of the proceedings, the cost thereof shall be borne solely by the party requesting it.

ARTICLE 10 SALARY

Section 1. The current salary scale, retroactive to January 1, 2005, shall be amended as per Appendix A.

Section 2. Starting salary shall be \$32,500 for the duration of this contract.

ARTICLE 11
UNIFORM AND MAINTENANCE ALLOWANCE

Section 1. Employees are solely responsible for supplying their own uniforms and must maintain said uniforms in a clean and presentable manner as determined by management

Section 2. New employees shall receive a full complement of necessary clothing to satisfy Police Academy training requirements as set forth by the Employer's rules and regulations.

Section 3. Any item of clothing which is damaged in the line of duty shall be replaced at no cost to the employee, payable on the last pay period of the year. However, there shall be no replacement payment if the employee has expended less than \$400 during the year for replacement of clothing or for equipment. Any claim for replacement must be substantiated with proof of expenses in excess of the limit herein set.

Section 4. All vests must be worn while "on the job" and shall be replaced as per the manufactures warranty, unless the vest is damaged during wear and tear. Replacement of the optional vest shall be at no cost to the employee.

ARTICLE 12
HOURS OF WORK

Section 1. Work Day. The normal work day shall consist of eight (8) hours, including a one-half (1/2) hour duty-free lunch period, with the basic shifts established in the continuous week as 7:00 am to 3:00 pm, 3:00 pm to 11:00 pm, and 11:00 pm to 7:00 am, though management may reserve the right to set up and establish work shifts to meet the operational needs of the facility. The normal workweek shall consist of five (5) working days or forty (40) hours. Employees may be assigned to report to work fifteen minutes prior to a scheduled shift, which assigned time shall be paid at overtime rates.

Section 2. Muster Time (Lineup). Employees may be required to line up and report for duty fifteen minutes prior to a scheduled shift, at which time the Officer in Charge may conduct roll call, inspection of uniforms and make assignments of the day.

Section 3. Meals and Meal Times. If an employee misses a meal due to his/her work load the County shall reimburse that employee at the going lunch (midday) rate. If, because of the demands of the workload, an employee does not receive a duty-free lunch period, he shall be compensated at the overtime rate for the lunch period time worked. The County shall continue the practice of providing employees with meals. Employees shall continue to be permitted to leave the work place during meal time, subject to notice and approval of the Superintendent or his designee.

Section 4. Breaks. Each employee shall be entitled to two fifteen (15) minute breaks. Breaks shall not be unreasonable denied.

ARTICLE 13
OVERTIME/COMPENSATORY TIME

Section 1. Overtime. All hours worked over forty (40) hours actually worked within the designated work week, shall be paid at the rate of time one and one-half (1 ½) regular rate of pay. All such overtime hours must be approved by a superior officer prior to being worked.

- A. If the County is Open and Employee Works 24 or More Consecutive Hours. The first 8 hours shall be paid at straight time, and additional consecutive hours worked without an opportunity to leave the facility shall be paid at time and one-half.
- B. If the County is Closed and Employee Works 24 or More Consecutive Hours. The first 8 hours shall be paid at double time; the 16 hours shall be paid at time and one-half. If the County is still closed, then the 25th hour shall be paid at double time. If the County is open, additional consecutive hours worked without an opportunity to leave the facility shall be paid at time and one-half.

Section 2. Computation. In determining hours actually worked within a designated work week for computation of overtime, only actual hours worked, approved vacation time, scheduled holiday time and approved personal time, will be included. Any sick leave time, unauthorized absences, suspension time and/or late reporting to work will not be included as hours worked for overtime purposes in accordance with the Fair Labor Standards Act.

Section 3. Court time. An employee required to appear in Court outside of scheduled working hours on a matter connected with the job responsibility shall be compensated for such attendance.

Section 4. Call-back time. When an employee is called back to work overtime when such work does not connect with the employee's normal scheduled shift, he shall be entitled to be paid at the rate of time and one-half for the working time and one-half (1/2) hour travel time to work and one-half (1/2) hour travel time from work.

Section 5. Distribution of Overtime. Overtime work will be distributed as equally as possible among employees within the same classification in accordance with the following procedure:

- (a) Voluntary overtime shall be offered on a seniority rotation basis within the job classification; the assignment being offered to the most senior employees first and the least senior employee last. Refusal of the offer of an overtime assignment shall result in that employee reverting to the bottom of the list. Assignments shall

be made from a seniority list on which employees who do not wish to be considered for voluntary overtime shall so indicate in writing.

(b) In the event that manpower needs cannot be met with the voluntary assignment of overtime, overtime shall be assigned involuntarily on an inverse seniority rotation basis; the assignment being given to the least senior employee in the classification first and the most senior employee last.

(c) When personnel needs are already met with at least minimum coverage and no Senior JDO or Supervising JDO is scheduled to work, reasonable effort shall be made to have a volunteer from the Senior JDO classification, and then from the Supervision JDO classification, to cover the shift.

(d) There shall be one voluntary list, which shall contain both males and females, and there shall be one involuntary list, which shall contain both males and females. It is understood that state mandates must be met when selecting from either list.

Section 6. Compensatory Time. Compensatory time off shall be a disfavored form of reimbursement for overtime earned. It shall not be given unless specifically requested and approved by the Superintendent. No employee may earn more than forty-eight (48) hours of compensatory time per calendar year, which time shall be replenishable.

Section 7. Compensatory Time Scheduling. An employee wishing to take compensatory time at least five (5) days prior to the date on which it is sought to be used. The Superintendent shall render a decision on the request within twenty-four (24) hours of receipt or by the following Monday if the request is received on a Friday, Saturday or Sunday. The Superintendent will not unreasonably withhold approval, but may withhold approval if the granting of compensatory time off would incur overtime at the facility.

All compensatory time accrued during a year must be used by December 15 of that year. An employee unable to have compensatory time off shall have that time converted to hours worked and paid at straight time rates in effect at that time.

ARTICLE 14 INSURANCE

Section 1. It is agreed that the County will provide a medical Point of Service (POS) insurance plan. Whereas it is the County's intention to encourage employee in such POS program, employee participation in said plan shall be at no premium cost to the employee with all premiums being borne by the County.

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.

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 with a \$3.00 co-pay for prescription drugs and a \$1.00 co-pay for those who use generic drugs.

It is understood and agreed that during the term of this contract the co-pay amounts may be increased, though to not more than \$15.00 and \$10.00, respectively. The parties agree that when this is done on a County-wide basis, then this may be implemented herein without further negotiations.

Section 5. The statutory compensation provided in NJSA 34:15-12(a) and applicable law, is recognized as controlling the issue of access to payment for employees on temporary disability leave. It is agreed that reimbursement for temporary disability leave of less than one year shall be calculated to insure that employees on such workers' compensation temporary disability leave will be paid the same amount of take home pay (net pay) as they were receiving prior to their disability leave, payments continuing for not longer than the first year. Thereafter, the provisions of NJSA 34:15-12 (a) shall apply. The employee shall in no way suffer a reduction of net pay as a result of the injury or disability during the first year of disability.

ARTICLE 15 VACATIONS

Section 1. Employees shall be entitled to vacation time based on length of service as follows:

1. One working day for each month worked during the first calendar year of employment.
2. Twelve working days per year after the first calendar year of employment up to and including five years of service.
3. Fifteen working days per year beyond five and up to and including twelve years of service.
4. Twenty working days per year beyond thirteen and up to and including twenty years of service.
5. Twenty-five working days per year after twenty years of employment.

Section 2. An employee who is employed for more than six 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 his first calendar year of employment shall not have that period included in the computation for years of service in determining vacation leave.

Section 3. Vacation schedules shall be posted and selected by March 30 of each year. In the event a vacation time is not selected by March 30, any selection thereafter will go to the first person applying regardless of seniority or will be assigned by the Superintendent if no choice is made.

Section 4. Whenever more than one employee on a shift requests vacation at any particular time, the County shall endeavor to honor all vacations as requested, but shall not be required to grant more than one employee per shift, plus one overall, for vacation at any one time. When vacations cannot be granted to all employees requesting vacations for a particular period, the employees with the greatest seniority shall be granted their vacation first.

Section 5. 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.

ARTICLE 16 HOLIDAYS

Section 1. All officers as part of their holiday entitlement shall have his/her benefit bank credited every year with thirteen (13) days off. These days are in exchange for the officers foregoing the premium pay associated in the past with the working the holidays. Two of these days can be taken as a no explanation day. The remaining days must be bid on by seniority in the same manner as vacation is scheduled as set forth in Article 15, Section 3.

Section 2. Emergencies declared by the County of Monmouth shall be recognized, but employees at the Youth Detention Center are considered essential personnel and must work as scheduled at straight time pay. However, those working will receive proportionate compensation at straight time pay for the duration of the emergency. If an employee is scheduled off during an emergency, no additional compensation will be paid. The County shall insure that in cases of declared County emergencies it will issue a memorandum to the Department Head advising as to the beginning of the County emergency and as to its end.

Section 3. Other declared holidays granted generally by the County of Monmouth which are not set forth in this contract, nor a holiday observance, nor an emergency, will be recognized. Those employees scheduled to work will continue to work at straight time pay, however, they will receive an additional days pay at straight time. If a declared holiday falls on an employees' regular day off, the employee shall be given a days pay at the regular rate of pay.

Section 4. All schedules are subject to review and approval of the Superintendent.

ARTICLE 17
TEMPORARY LEAVE

Section 1. Sick Leave. Employees shall be entitled to paid sick leave as follows:

- (a) Newly hired employees shall be entitled to up to twelve (12) days of sick leave in the first calendar year of employment, which shall be earned and accrued at the rate of one (1) day per month of service.
- (b) Employees who have completed one year of service shall be entitled to up to fifteen (15) days of sick leave per year which shall be earned and accrued at the rate of one and one-quarter (1 ¼) days per month.
- (c) All unused sick leave shall accumulate from year to year.
- (d) All Officers shall be governed by the County of Monmouth Family and Medical Leave Policy (FMLA).

Section 2. Sick Leave Call-In Procedure.

- (a) An employee shall call in sick at least three (3) hours prior to the scheduled reporting time.
- (b) If an employee calls in sick less than three (3) hours prior to the scheduled reporting time, the employee will be docked his regular wages for the day unless extraordinary circumstances prevent call-in before three hours. When in the judgment of management there is a pattern of abuse consistent with and/or defined in the Administrative Code (4A:6-1.4d), then an employee may be subject to appropriate disciplinary action.

Section 3. Lump-sum Sick Leave. Employees who retire pursuant to a recognized public employees' retirement system shall be entitled to receive a lump sum payment for unused earned sick leave at the rate of one-half (1/2) the daily rate of pay for each accumulated day to a maximum of \$15,000.00. The same lump sum payment shall be made to the estate of an employee who dies while in the employ of the County.

Section 4. Personal Leave. Employees shall be entitled to up to three (3) days of paid personal leave per year which leave is earned and accrued at the rate of one (1) day per four (4) months of service. Unused personal leave shall not accumulate from year to year.

Application for personal leave shall be made to the Superintendent at least five (5) days in advance except in cases of emergency. No specific reason need be offered for the leave request unless it is made less than five (5) days in advance due to an emergency.

Use of personal leave is subject to the approval of the Superintendent. Approval shall be granted when determined by the Superintendent that the use of the leave will not hamper the efficiency of operation at the Youth Detention Center.

Personal leave may not be used at the beginning or the end of a vacation period, except in cases of extreme emergency.

Section 5. Bereavement Leave. Employees shall be permitted time off without loss of regular pay for a period of not to exceed five (5) consecutive working days to attend the funeral of a person in their immediate family. For purposes of this provision immediate family shall be defined as father, mother, husband, wife, or child.

Employees shall be permitted time off without loss of regular pay for a period of not to exceed three (3) consecutive working days to attend the funeral of a person in their family, defined herein as brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparents, grandchildren, or any relative who permanently resided in the employee's household.

The employees' 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.

Section 6. Other Leaves. Employees may make application for other paid and unpaid leaves of absence in accordance with New Jersey Department of Personnel regulations.

ARTICLE 18 TRAINING PROGRAMS

Section 1. Employees may be required to attend training programs at the direction of management. If such training programs are held outside of the employee's scheduled working hours, attendance shall be compensated at the overtime rate.

Section 2. The joint Union-Management Training Committee may make recommendations concerning the contents of the training programs. If the Committee's recommendations are not accepted by the Superintendent, the Union may request a review of the recommendation by the County Personnel Officer.

Section 3. Quarterly shift meetings may be held by the Superintendent or other management personnel. The Superintendent shall give a minimum of one week notice for the scheduling of said shift meetings, which shall be posted on the bulletin board. Attendance at such shift meetings shall not be mandatory for employees when held on a normally scheduled day off.

ARTICLE 19
OUTSIDE EMPLOYMENT/TERMINATION PROCEDURE

Section 1. Employees shall be permitted to engage in outside employment subject to the approval of the Superintendent. The Superintendent shall withhold such approval only when, in his judgment, such employment would interfere with the employee's ability to meet job responsibilities at the Youth Detention Center.

Section 2. Employees shall be required to give two weeks notice of termination of employment. An employee who gives such two week notice shall be eligible for "resigned in good standing" status.

ARTICLE 20
NON-DISCRIMINATION

Section 1. The Employer and the CWA agree that there shall be no discrimination or favoritism for reasons of sex, age, nationality, union membership or union activities.

Section 2. Only grievances alleging discrimination on the basis of Union Membership or Union Activity, which are subject to the jurisdiction of the Public Employment Relations Commission, shall be submitted to the arbitration step of the grievance procedure; all other grievances arising under this section shall be submitted to the appropriate administrative agency with jurisdiction over the subject matter of such disputes rather than to the terminal step of the grievance procedure.

ARTICLE 21
HANDCUFFS

Section 1. Senior officers shall be issued a set of handcuffs with a leather case and required to complete appropriate training. If handcuffs are used, an incident report must be written stating the reason why. Senior officers will not need authorization from supervising officers.

Section 2. When handcuffs are used, senior officers will be required to submit a report outlining presenting circumstances and rationale for use of handcuffs.

ARTICLE 22
COLLEGE INCENTIVE

Section 1. The County of Monmouth shall reimburse up to six (6) credits per year of tuition costs at a rate not to exceed the Rutgers University annual tuition charge for that academic year so long as the Superintendent pre-approved reimbursement for said course(s). All courses shall be college or graduate level courses from an accredited institution that relate to an employee's job function. Staff must be employed for one (1) year to participate and be employed at time of actual payment reimbursement. If staff leaves employment within a 12 month period of receiving tuition reimbursement, said reimbursement shall be re-paid to the County.

Section 2. Prior to registration in a course, an employee must obtain approval to attend the course if additional payment is sought. A committee consisting of representatives of the County and the CWA shall review and approve proposed courses. Payment shall not be made without prior approval.

ARTICLE 23
BARGAINING UNIT WORK

Section 1. No full time detention officer in a safety sensitive position or in a position requiring unique training and experience as a County Detention Officer shall be replaced by any individual outside the bargaining unit.

Section 2. No post currently filled by a full time detention officer in a safety sensitive position or in a position requiring training and experience as a County Detention Officer shall be replaced by any individual outside the bargaining unit.

ARTICLE 24
MISCELLANEOUS PROVISIONS

Section 1. The parties agree that they have fully bargained and agreed upon all terms and conditions of employment.

Section 2. This agreement contains the entire understanding of the parties. There are no representations, promises or warranties other than those set forth herein. Neither party shall be required to renegotiate any part of this agreement until the expiration of this Agreement or the activation of any reopened clauses within this agreement.

ARTICLE 25
TERM AND EXTENT OF AGREEMENT

This agreement shall be effective and retroactive to January 1, 2005, through December 31, 2008.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal on this day of , 2006.

COMMUNICATIONS WORKERS OF
AMERICA LOCAL 1032, AFL-CIO

MONMOUTH COUNTY BOARD
OF CHOSEN FREEHOLDERS

Mario Rivera

[Signature]

Ray S. Stone PRES

[Signature]
SHERIFF

Raymond White V'pres.

[Signature] sec.

[Signature] GDO

APPENDIX A

	2004	2005	2006	2007	2008
New Starting Rate			\$32,500	\$32,500	\$32,500
JDO	\$28,000	\$29,050	\$36,713	\$38,090	\$39,518
JDO	\$32,000	\$33,200	\$41,019	\$42,557	\$44,153
JDO	\$36,000	\$37,350	\$45,324	\$47,024	\$48,787
JDO	\$38,000	\$39,425	\$47,477	\$49,257	\$51,105
JDO	\$40,000	\$41,500	\$49,630	\$51,491	\$53,422
JDO	\$44,000	\$45,650	\$53,935	\$55,958	\$58,056
JDO	\$48,000	\$49,800	\$58,241	\$60,425	\$62,691
JDO	\$52,000	\$53,950	\$62,547	\$64,892	\$67,326
SR JDO	\$62,500	*(n/c)	*(n/c)		

Movement on this guide shall be across from year to year.

*Pending DOP outcome as per item 12 of the MOA