

AGREEMENT

BETWEEN

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

and

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

JANUARY 1, 2004 through DECEMBER 31, 2007

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This Agreement is made 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 an 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

Section 1. The Employer recognizes the Union as the sole and exclusive majority representative for collective negotiations concerning the establishment of rates of pay, hours of work and other terms and conditions of employment for clerical employees of the Employer within the Sheriff's Office, including the Youth Detention Center and the Monmouth County Correctional Institution, and including employees holding the following titles: account clerk typist, advertising sales clerk, clerk, clerk typist, account clerk typist, assistant head nurse, building maintenance worker, counselor penal, ID officer, mail clerk, medical records clerk typist, practical nurse, program development specialist III, stock clerk, social worker juvenile rehabilitation, maintenance repairer, probation officer, timekeeper, timekeeper typist, storekeeper, substance abuse counselor, work release administrator, and including senior and principal variants, but excluding supervisory and managerial executives, Chief Clerk, confidential employees, and professional employees of the Office of the Sheriff and all other

employees.

Section 2. The clerical employee assigned to each Undersheriff, to the Warden and Deputy Warden, Chief Sheriff's Officer, Executive Director, Superintendent of YDC and Business Manager are excluded from recognition as well as the clerical assigned to the Jail's investigation unit.

ARTICLE 2

UNION RIGHTS/AGENCY SHOP

Section 1. Stewards. The Union may designate three stewards and three alternate stewards, which designations shall be in writing and may be changed on due notice to the Employer. Those designated shall be entitled to schedule a cumulative total of sixteen (16) days of union leave within each year of this agreement. Such leave shall be requested in advance, in writing and must be approved prior to the leave.

Section 2. Visitation Policy. The authorized representative of the Union may have access to the working area on application to the Employer, provided, however, that such representative shall not interfere with members of the unit or their work.

Section 3. Agency Shop. A representation fee in lieu of dues shall be paid in the amount of 85% of the regular membership dues, fees and assessments of the Union and pursuant to NISA 34:13A-5.5 through 5.8.

Section 4. Hold harmless. The Union agrees to indemnify and hold the Sheriff and the County harmless against any and all claims, suits, orders or judgments brought or issued against the Sheriff or 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

Section 1. It is recognized that the Employer has and hereby retains and reserves to itself the rights and responsibilities to direct the affairs of the Office of the Monmouth County Sheriff with all powers, authority and duties conferred and vested in it by the Laws and Constitution of the State of New Jersey, including, without limiting the generality of the foregoing, the following rights:

a) To the management, organization and administrative control of the Monmouth County Sheriff's Office and its facilities;

b) To determine the standards of services offered and to direct the activities of employees;

c) To maintain the efficiency of its operations and to implement such improvements in efficiency as deemed necessary;

d) To determine the content of work assignments and the methods, means and personnel by which its operations are to be conducted, including work and shift schedules and overtime assignments;

e) To contract for or sub-contract out services; and

f) To effect a reduction in force because of lack of work or budgetary or other legitimate reasons.

Section 3. This contract shall not be interpreted to in any way supersede 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, the 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

Section 1. 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.

Section 2. 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. A grievance regarding a minor disciplinary matter may be commenced in writing at Step Two.

Section 3. Failure at any step of this procedure to communicate the decision of a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

Section 4. Step procedures.

STEP ONE:

The grievance shall be initiated in writing by the employee involved within five (5) working days from the time the employee knew or should have known of its occurrence by discussion with the employee's immediate supervisor. The immediate supervisor shall provide an answer to the employee in writing within three (3) working days of such initiation.

STEP TWO:

If the grievance is not settled at Step One, then within five (5) working days after receipt of an answer at Step One or after the answer at Step One was due, whichever is earlier, the grievance shall be submitted to the individual assigned to supervise the area unit, with a copy given to the Sheriff. An answer at Step Two shall be made in writing within five (5) working days thereafter.

STEP THREE:

If the grievance is not settled at Step Two, then within five (5) working days after

receipt of an answer at Step Two or after the answer at Step Two was due, whichever is earlier, the Union shall have the right to submit the grievance to the Sheriff. A meeting may be held with the Union and the Employer at this step. A written answer to the grievance shall be served upon the individual and the Union within ten (10) working days after the grievance is received at this step.

STEP FOUR:

If the grievance is not settled through Step Three within ten (10) days of its submission under Step Three, then the Union shall have the right within five (5) working days thereafter to submit such grievance to binding arbitration through the Public Employment Relations Commission, in which case the decision of the arbitrator shall be final.

Section 5. Proceedings under this grievance procedure may be held after the normal work day or during the work day, as scheduled by the Employer.

Section 6. It is understood that the cost necessary for an arbitrator under Step Four shall be paid one-half by the Employer and one-half by the Union. Any other expenses shall be paid by the party incurring such additional expenses.

Section 7. 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.

ARTICLE 5

SALARY

Section 1. Effective the first full payroll period in January, 2004, employees employed on or before the last payroll period of , 2003, and who are still employed on the date of final ratification of this agreement, shall receive a wage increase of \$ 1,250 or four percent (4%), whichever is higher, over 2003 wage levels.

Section 2. Effective the first full payroll period in January, 2005, employees

employed on or before the last payroll period of 2004 shall receive a wage increase of four percent (4.0 %) over 2004 wage levels.

Section 3. Effective the first full payroll period in January, 2006, employees employed on or before the last payroll period of 2005, shall receive a wage increase of four percent (4.0 %) over 2005 wage levels.

Section 4. Effective the first full payroll period in January, 2007, employees employed on or before the last payroll period of 2006, shall receive a wage increase of four percent (4.0 %) over 2006 wage levels.

Section 5. Employees in the title Social Worker and who are required to carry beepers and also required to be on-call during off-duty hours shall receive an additional \$50 per day for the time of each assignment. It is understood that employees holding the title of Case Monitor have already been compensated in their overall salary for beeper duty.

**ARTICLE 6
UNIFORM AND MAINTENANCE ALLOWANCE**

Section 1. All regular full-time nurses, stock clerks, building maintenance workers and Maintenance Repairer workers shall be provided with an advance payment of annual uniform and maintenance allowance in the amount of \$625, paid in a lump sum payment with the first pay period for January. This shall be increased to \$650 in 2006.

All regular workers employed at the Youth Detention Center who are required to wear a protective vest during working hours shall be provided with an advance payment of annual uniform and maintenance allowance in the amount of \$500, paid in a lump sum payment with the first pay period for January. This shall be increased to \$525 in 2006.

For those employees who are not on the active payroll when the uniform payment is due to be paid, they shall receive their lump sum payment at the time they return to the active payroll.

Section 2. If an employee is suspended or on disability for 30 days or more in the preceding year, or if an employee is absent on workers' compensation for 60 days or more in the

preceding year, the uniform allowance paid in January of the succeeding year will then be pro rated accordingly. There will be no pro rata adjustment for suspension or disability leave of less than 30 days duration, nor for workers' compensation leave of less than 60 days duration.

Section 3. Newly hired Employees shall receive uniform allowance in quarterly pro rated payments beginning with the first paycheck of January, April, July, and October, and continuing through the end of the calendar year in which they have successfully completed their work test period. Thereafter, they will receive payment set forth in Section 1.

Section 4. 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 \$400.00 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.

ARTICLE 7
COLLEGE INCENTIVE

Section 1. Since the Sheriff and the County of Monmouth recognize the value of trained employees, they hereby agree to pay any employee covered by this Agreement additional compensation in the amount of \$50 per year of college credit that is obtained by an employee after January 1, 2004 and while employed by the Sheriff or the County. The credit must be from an accredited college and in a course that will be of value to the person in the performance of work for the Employer.

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 Sheriff's Office, the Personnel Office and the union shall review and approve proposed courses. Payment shall not be made without prior approval, which shall not be unreasonably withheld.

**ARTICLE 8
HOURS OF WORK/OVERTIME**

Section 1. The standard work day for employees shall consist of seven hours with a one hour unpaid lunch period, as assigned, 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 work day for employees in nurse titles shall consist of eight hours, which shall include a paid lunch period of one-half hour and two fifteen minute coffee breaks scheduled by the Employer during the first and second half of the work day, it being understood that employees in nurse titles must remain in their assigned facility for their full tour of duty.

Section 2. Within the Sheriff's Office, the standard workweek shall consist of five consecutive days, Monday through Friday. Within the Jail and the Youth Detention Center, the standard work week shall be as assigned by the Employer. The existing practice which allows for flexible time scheduling with the approval of the Supervisor shall be continued.

Section 3. 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. In determining hours actually worked within a designated work week for computation of overtime, only actual hours worked, paid holidays, approved compensatory time days or approved vacation time and approved personal time will be included. Sick leave, unauthorized absences, suspension time and late reporting to work will not be included.

Section 4. All employees assigned to 24/7 round the clock posts shall be compensated at one and one-half times the regular hourly rate of pay for work performed on the sixth day of work and for any work performed on the seventh day of work All other employees shall be compensated at one and one-half times their regular hourly rate for work performed on Saturday or Sunday.

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

Section 5. Employees called to work prior to the start of their normal work shift shall be paid overtime for any such time worked but such overtime payment shall not apply to

any of the hours of the normal shift. An employee called to work prior to the start of their normal work shift shall receive a minimum of two (2) hours at the overtime rate regardless of the actual time worked prior to the start of the regular work shift.

Section 6. Application for compensatory time shall be made to the individual assigned to supervise the unit area and will not be unreasonably denied. Use of compensatory time shall be subject to the approval of the Undersheriff in charge and granted where use will not hamper the efficiency of operations. Compensatory time may be accumulated up to a maximum of 48 hours.

Section 7. It is understood that the employer may from time to time pay an employee for any unused compensatory time at the employee's then prevailing salary. It is also understood that each employee shall have the option of cashing in all or part of their accumulated compensatory at said employee's then hourly rate. Employee requests for cashing in compensatory time shall be submitted not later than September 1st of the year in which payment is sought and there shall be a payout of the amount sought to be cashed-in on the second pay period in November of said same year.

ARTICLE 9 EMERGENCY CLOSURES

Section 1. On days when the Employer closes all County offices because of snow or other emergency, the following wage rates shall apply during the duration of the closure:

(a) If all County offices are closed for the full day from 9:00 a.m. until 4:30 p.m., any bargaining unit employee working during the closure will receive two times their regular wage for all hours actually worked.

(b) If all County offices are closed after 9:00 a.m., or for less than a full day, each bargaining unit employee working on that day will be paid two times their regular wage rate for all hours actually worked between the time of closure and 4:30 p.m., or until such time as the closure is ended. All other hours worked on that day shall be paid at the rate called for in this Agreement.

Section 2. This Article shall not apply if less than all County offices are closed.

ARTICLE 10

PROMOTIONS, OUT OF TITLE PAY AND JOB POSTING

Section 1. The Employer will endeavor to fill permanent job openings by promotion, provided that those employees considered possess the requirements enunciated by the New Jersey Department of Personnel and that they are subsequently certified by the New Jersey Department of Personnel.

Section 2. An employee who is authorized by their immediate supervisor to perform the full functions of a higher position shall receive additional compensation equal to five percent (5%) of base pay. Said additional compensation shall be paid provided the employee assumes these duties and performs for a period of one (1) month or longer. Once an employee has worked a full month, they will then receive compensation at the higher rate for the total hours worked.

Section 3. A job opening or new job title in the bargaining unit shall be posted on an appropriate bulletin board for a period of five working days.

Section 4. Seniority shall be defined as an employee's total length of continuous service with the Employer, beginning with the last date of hire.

Section 5. 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 11

VACATIONS

Section 1. 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.

Section 2. Vacation carry over into a succeeding year will be permitted only in extremely rare cases, where an urgent or highly unusual situation necessitates it. An Employee may request a maximum time of five (5) days to be carried over into a succeeding year provided that a written request is submitted to the Monmouth County Administrator by October 1. Any carry over vacation time must be used by April 1 of the next year or it will be lost. If approval is not given, then the employee must either promptly schedule the remainder of vacation for the current year or use vacation already scheduled.

Section 3. 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.

Section 4. 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.

Section 5. At the time of separation from service, an 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, they 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.

Section 6. Temporary and provisional part time employees will not be entitled to vacation time.

**ARTICLE 12
HOLIDAYS**

Section 1. The following days shall be recognized as paid holidays and observed on the days set forth in the annual list of official county holidays promulgated by the Monmouth County Department of Personnel:

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

Section 2. Any other holidays granted to other employees of the County of Monmouth by Resolution of the Board of Chosen Frecholders shall also be recognized as paid holiday.

Section 3. When a holiday falls during employee's vacation or regular day off, said employee shall be given a floating holiday at the regular rate of pay or may receive one (1) extra day's pay at straight time in lieu of the floating holiday.

Section 4. If an employee is regularly scheduled to work on a holiday, there shall be given an option of choosing **either** to be paid at the rate of time and one-half plus holiday pay **or** to receive pay at the regular rate of pay and a floating holiday at the regular rate of pay.

ARTICLE 13 SICK LEAVE

Section 1. 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.

Section 2. 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) Fifteen days per year advanced at the beginning of the calendar year following the first full year of employment.
- (3) Sick leave can be taken in hourly increments.

Section 3. 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.

Section 4. If an employee is absent for reasons that entitle them to sick leave, they shall call their designated "Call Out Number not less than one 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.

Section 5. 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 14 LEAVES OF ABSENCE

Section 1. **Personal Days.** All permanent, full-time employees 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, in which case an employee must call their designated "Call Out Number" not less than one hour prior to the start of their work day.

All personal days are subject to approval by the Employer or designee.

Personal days shall not be granted or available 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. Employees shall be granted five (5) days off with pay in the event of the death of their parent, stepparent, spouse, child or stepchild. In all other cases, an employee shall be granted three (3) days off with pay in the event of the death of a member of the immediate family defined as parent-in-law, sister or brother, grandparent, grandchild or other member of the employee's immediate household. The Employer reserves the right to verify the legal relationship to the employee.

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.

Section 3. **Leave Without Pay.** A permanent, full-time employee may be granted a leave of absence without pay for a period not to exceed six (6) months. It is agreed that approval of leave is an administrative decision not be subject to grievance. Consideration 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.

ARTICLE 15 MEDICAL COVERAGE

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. This resolution is attached hereto as an Appendix.

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 co-pay of \$ 15 for brand drugs and \$ 5 for generic drugs, retail, and \$ 10 for brand drugs and \$ 0.00 for generic drugs by mail.

Section 5. Part-time employees are eligible for health benefits coverage if they work and receive, on a continuous basis, a salary based on a minimum of 20 hours weekly. Temporary employees are not eligible for these benefits.

Section 6. The County shall agree to make additional deductions on behalf of the Union for a Union sponsored dental plan. The deductions shall be made in accordance with the instructions from the Union to the extent possible.

Section 7. The statutory compensation provided in NISA 34:15-12(a) [and as that law may be amended], is recognized as controlling the issue of 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 essentially 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 NISA 34:15-12(a) shall apply.

Section 8. The parties agree that they are engaged in safety sensitive positions and that they are subject to random drug and substance abuse testing, which test will be conducted in accordance with the specimen collection policy procedures which have been adopted by the Monmouth County Sheriff.

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 UNION/MANAGEMENT MEETINGS

Section 1. The Union and the Employer agree to sit down on a quarterly basis to discuss problems of mutual interest. These meetings shall be scheduled between the Union representatives and Management representatives. Either party may request a meeting and shall submit a written agenda of topics to be discussed seven (7) days prior to such meeting.

These meetings are not intended to circumvent the grievance procedure, but are to

encourage open and free of existing problems concerning both parties.

Section 2. The Employer reserves the right to establish a uniform dress code during the term of this contract. If uniforms are required, the parties agree to re-open negotiations to negotiate uniform allowance, if any.

ARTICLE 18

COMPLETE CONTRACT

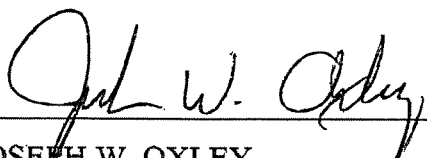
Section 1. It is agreed and understood between the parties that this Agreement constitutes the entire understanding between the parties.

**ARTICLE 20
DURATION OF CONTRACT**

This Agreement shall be effective January 1, 2004 and shall continue in full force until December 31, 2007 or until a new Agreement is executed. . If either party wishes to terminate, amend, or otherwise modify the terms and conditions set forth herein at the time of expiration, they must notify the other party in writing not less than sixty (60) days prior to such expiration date.

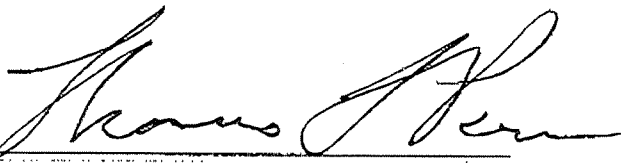
IN WITNESS WHEREOF, the parties have hereunto affixed their signatures
this 21 day of Dec 2004.

MONMOUTH COUNTY SHERIFF:



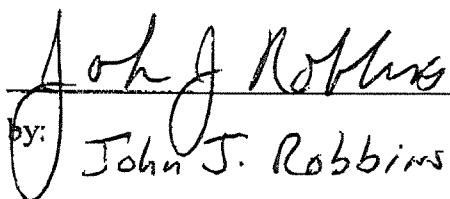
JOSEPH W. OXLEY

MONMOUTH COUNTY BOARD OF CHOSEN FREEHOLDERS:



Thomas J. Powers, Director
Monmouth County Board of
Chosen Freeholders

UNITED FOOD AND COMMERCIAL WORKERS
LOCAL 56, AFL-CIO

 12-21-04
by: John J. Robbins