

**AGREEMENT**

**BETWEEN**

**THE MONMOUTH COUNTY SHERIFF AND**

**THE MONMOUTH COUNTY BOARD OF  
CHOSEN FREEHOLDERS**

**AND**

**THE MONMOUTH COUNTY SUPERIOR  
OFFICERS ASSOCIATION, INC.,**

**FOP LODGE 30**

**(Monmouth County Correctional Institution)**

**January 1, 2018 through December 31, 2022**

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## PREAMBLE

THIS AGREEMENT, effective as of the first day of January 2018, is by and between the Monmouth County Sheriff (“Sheriff” or “Employer”), the Monmouth County Board of Chosen Freeholders (“County” or “Employer-Funding Agent”), and the Monmouth County Superior Officers Association, Inc., FOP Lodge No. 30 (“Association”), and is designed to maintain and promote a harmonious relationship between the Sheriff, the County and those employees who are within the negotiations unit in order that more efficient and progressive public service may be rendered. The terms “employee,” “Supervisor” and “Supervisory personnel” shall be interchangeable terms and refer to employees covered by this Agreement.

**ARTICLE 1**  
**RECOGNITION**

**Section 1.** The Sheriff hereby recognizes the Association as the exclusive majority representative within the meaning of the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1 et seq., for collective negotiations concerning salaries, hours of work and other terms and conditions of employment for all employees in the classification of County Correctional Police Officer Sergeant and County Correctional Police Officer Lieutenant at the Monmouth County Correctional Institution (“MCCI”). Rank-and-file County Correctional Police Officers, Captains, the Deputy Warden and the Warden are excluded from the negotiations unit.

**ARTICLE 2**  
**UNION SECURITY**

**Section 1.** Visitation. The President of the FOP, or a designee, shall have the right to visit County facilities in order to represent or service employees covered by this Agreement. These visitation rights shall not interfere with work operations or security measures.

**Section 2.** Dues. Upon receipt of a lawfully executed written authorization from an employee, which may be revoked in accordance with law, the Employer-Funding Agent agrees to deduct the regular, monthly Association dues of such employee from pay and remit such deduction by the fifteenth (15<sup>th</sup>) day of the succeeding month to the officials designated by the employee in writing to receive such deduction. The Association will notify the Employer-Funding Agent in writing of the exact amount of membership dues deductions.

**Section 3.** The Association agrees to indemnify and hold the Sheriff and the Employer-Funding Agent harmless against any and all claims, suits, orders or judgments brought or issued against the Sheriff or Employer-Funding Agent with regard to the dues check-off.

**ARTICLE 3**  
**ASSOCIATION PRIVILEGES AND RESPONSIBILITIES**

**Section 1.** The Association shall have the right to visit the Warden, Administration and/or other County facilities or representatives at all reasonable hours for Association business. The Association will not abuse this right.

**Section 2.** Copies of all general orders, rules, regulations and communications affecting wages, hours and other terms and conditions of employment for employees covered by this Agreement shall be furnished to the Association within twenty-four (24) hours of their promulgation.

**Section 3.** The Association may use the mail or message routing system at the MCCI and may also use the mail boxes located at the facility. Such use shall be reasonable. The Association shall pay for its own postage and stationary.

**Section 4.** The County agrees to provide the Association with an office within the MCCI to conduct the business of the Association. The Association agrees to provide its own office furnishings and equipment and will provide and maintain, at its own expense, its own phone/fax system.

**Section 5.** The Association and the County shall be responsible for acquainting employees and managerial personnel with the provisions of this Agreement, and for adherence to the terms of this Agreement.

**ARTICLE 4**  
**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 and the MCCI, with all powers, authority and duties conferred and vested 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 office of the Monmouth County Sheriff and the MCCI;
- (b) To determine the standards of services offered and to direct the activities of employees;
- (c) To maintain the efficiency of operations and to implement such improvements in efficiency as deemed necessary, including management and direction of overtime practices and post assignments;
- (d) To determine the content of work assignments and the methods, means and personnel by which operations are to be conducted, including work and shift schedules and overtime assignments; and,
- (e) To contract for or subcontract services.

**Section 2.** This Agreement shall not be interpreted to in any way supersede the statutory or constitutional duties or obligations of the office of the Monmouth County Sheriff, 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 their powers, rights, duties or responsibilities under the laws or constitution of the state of New Jersey.



**ARTICLE 5**  
**STRIKES AND LOCKOUTS**

**Section 1.** Neither the Association nor any of its officers, agents or employees, shall instigate, promote, sponsor, engage in, or condone by any action any strike, slowdown, concerted work stoppage or any other intentional interruption of the operations of the MCCI.

**ARTICLE 6**  
**GRIEVANCE PROCEDURE**

**Section 1.** The purpose of this procedure is to secure equitable solutions to problems that may arise from time to time affecting employees as a result of the interpretation or application of this Agreement between the Employer and the Association.

**Section 2.** A grievance shall mean a complaint that there has been a violation, misinterpretation or inequitable application of any of the provisions of this Agreement.

**Section 3.** The Association shall process grievances in the following manner:

**Step 1.** The Association shall present the grievance in writing to the Warden within fifteen (15) working days of its occurrence. The Warden, or his or her designee, shall, within ten (10) working days of the receipt of the written grievance, arrange a meeting with the Association and shall give the Association a written answer to the written grievance within five (5) working days after the date of such meeting.

**Step 2.** If the Association is not satisfied with the decision of the Warden in Step 1 of the procedure, then the grievance shall be presented in writing to the Sheriff within ten (10) working days after the reply of the Warden is given or due. The Sheriff, or his or her designee, shall, within ten (10) working days of the receipt of this grievance, arrange a meeting with the Association and shall give the Association a written answer to the grievance within five (5) working days after the date of such meeting.

**Step 3.** If the Association is not satisfied with the decision of the Sheriff under Step 2 of the procedure, the Association may, within fifteen (15) days after the reply of the Sheriff is given or due, by written notice to the County's Human Resources Director, request arbitration. Said arbitration shall be through the Public Employment Relations Commission, the expense of which shall be shared equally by the Employer and the Association. The decision of the Arbitrator shall be final and binding on both parties. The Arbitrator shall be governed by the terms of this Agreement and shall add nothing to nor subtract anything from this Agreement.

**ARTICLE 7**  
**SALARY**

**Section 1.** Employees shall receive the salaries set forth in the salary guide found at Appendix A of this Agreement. *[NOTE: As of January 1, 2018, the multiple salary guides set forth in Appendices A and B of the 2014-2017 Collective Negotiations Agreement are being merged into a single salary guide].*

**Section 2.** Watch Commander. Any sergeant who is required to act as a watch commander shall be compensated at the prevailing lieutenant's wage for any hours worked in that capacity.

**Section 3.** Annual step increases shall survive the expiration of the Agreement on December 31, 2022.

**Section 4.** Consistent with current practice, employees must be on the payroll as of the date a Memorandum of Agreement ("MOA") accepting the terms set forth in this Article was ratified by the Association's membership to be eligible for any retroactive salary payments. If an employee is on an unpaid leave, he or she will receive retroactive pay only if and when he or she returns to active duty and shall not be eligible for same if he or she never does so. Retroactive pay shall be issued as soon as is practicable, but in no event beyond 45 days after the MOA is both ratified by the Association's membership and adopted by the Board of Chosen Freeholders.

**Section 5.** The parties acknowledge that on January 1, 2016, the County changed its pay cycle so that an employee's annual salary is now paid in 24 bi-monthly installments. Thereafter, the County is entitled to calculate an employee's annual salary based upon the actual number of work hours in any particular year.

**ARTICLE 8**  
**UNIFORM AND MEAL ALLOWANCE**

**Section 1.** Effective January 1, 2019, each employee shall be provided with advance payment of an annual uniform and maintenance allowance in the amount of \$1,000 which shall be paid along with any retroactive salary increases resulting from this Agreement. For 2020, this allowance shall be increased to \$1,250 per year, and for 2021 and thereafter it shall be increased to and remain at \$1,500 per year. Starting in 2020, this allowance shall be paid in a lump sum payment by direct deposit on or before February 1 of each year, which shall be separate from the employee's bi-monthly salary payment. For any employee who is not on the active payroll when the uniform allowance is paid, he or she shall receive the payment upon return to the active payroll. If an employee terminates his or her employment prior to the end of a calendar year, the Employer is entitled to a pro-rata refund of any excess allowance paid, which may be recouped from the employee's final paycheck.

**Section 2.** To the extent permissible by law, if an employee was suspended, or was on a leave of absence with or without pay, or was on disability for thirty (30) consecutive days or more in the preceding year, or was absent on workers' compensation leave for sixty (60) consecutive days or more in the preceding year, the uniform allowance paid in the succeeding year will be pro-rated accordingly. There will be no pro-rata adjustment for a suspension, a leave of absence with or without pay, or a disability leave of less than thirty (30) consecutive days, or a workers' compensation leave of less than sixty (60) consecutive days.

**Section 3.** If prior to an employee's promotion into the Association, that employee already received payment of a uniform allowance pursuant to the PBA 240 collective negotiations agreement for a calendar year, he or she shall not be entitled to payment of the uniform allowance pursuant to this Agreement until the succeeding calendar year.

**Section 4.** Any item of clothing that 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.

**Section 5.** Effective upon the Association's ratification of the MOA accepting the terms set forth in this Section, the Employer shall end the practice of providing any meal allowances or meal reimbursements for employees under any circumstances, including during overtime assignments or assignments outside of the MCCI. Employees shall be solely responsible for any such meal costs.

**ARTICLE 9**  
**COLLEGE INCENTIVE**

**Section 1.** Since both the Sheriff and the County recognize the value of well-trained personnel, they hereby agree to pay employees covered by this Agreement additional compensation for college credit earned while in the Sheriff's employ as follows: \$25.00 per year per college credit that is obtained by any employee after January 1, 1984 and until December 31, 1995; \$30.00 per year per college credit that is obtained by any employee after January 1, 1996 and until December 31, 1996; \$35.00 per year per college credit that is obtained by any employee after January 1, 1997 and until December 31, 2005; and \$50.00 per year per college credit that is obtained by any employee after January 1, 2006. No employee shall receive in excess of \$1,800 of additional annual compensation pursuant to this Article, except that employees who are earning in excess of this amount as of January 1, 2011 shall not have their compensation diminished. In such case, the college incentive will be limited to the amount earned as of January 1, 2011.

**Section 2.** In order to qualify for college incentive payments, the credit earned must be from an accredited college in a course that will be of value to the person in the performance of their work. The parties shall mutually agree upon a list of courses or subjects that shall automatically meet this standard. Any course or subjects not so listed must be approved by the Warden or his/her designee to be eligible for compensation pursuant to this Article. Beginning on January 1, 2011, payment is contingent on the successful completion of the course with the employee receiving a grade of "C" or higher.

**Section 3.** Training paid for by the County shall not qualify for any college incentive payment. This final sentence shall not be retroactively applied to employees already receiving such payments.

**ARTICLE 10**  
**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 hours at work. Said period shall include two (2) fifteen (15) minute breaks and a thirty (30) minute meal period.

**Section 2.** The work week shall consist of five (5) consecutive eight (8) hour days as defined herein.

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

**Section 4.** Any required reporting time in advance of shift shall be paid at time and one-half (1 and ½) the regular hourly rate; however, advance reporting shall not be a guaranteed assignment.

**Section 5.** Effective the date of formal ratification, a ten (10) minute roll call will be initiated prior to each regularly scheduled shift, unless and until the parties agree to a new schedule. Roll call time will be paid at the overtime rate and as it is earned.

**Section 6.** Effective January 1, 2020, the Employer reserves the unilateral right to implement shifts of up to twelve (12) hours maximum (including, but not limited to, a "Pitman" or "Modified Pitman" schedule), provided that an employee shall have at least two consecutive days off during a work week (overtime excluded). Any modification from the existing eight (8) hour shifts shall be simultaneously implemented for rank-and-file correctional police officers. Prior to any change in the hours of work, the Employer will provide the Association with at least ninety (90) days' notice, after which the parties shall meet as soon as practicable to discuss the procedures the Employer intends to use in implementing the new schedule and to consider any concerns the Association may have regarding same. The Association shall not have the right to

utilize the negotiated grievance procedure or otherwise challenge in any forum the Employer's decision to change the hours in a workday so long as it is consistent with the provisions of this Section. However, with respect to any effects that this change may have on any negotiable terms and conditions of employment, if the parties cannot reach mutual agreement on resolving the matter, the Union may seek to have it resolved through binding arbitration pursuant to Article 6, Section 3 of this Agreement.

The parties further specifically acknowledge that the Agreement currently provides that paid time off (e.g., vacation leave, sick leave, and personal leave) is calculated in days, rather than hours. If the Employer extends the hours of work on a shift pursuant to this Section, the parties agree that this language shall not be interpreted to increase the overall amount of paid time off available to an employee. However, the parties shall endeavor to reach an amicable resolution as to the exact method of recalculating each category of paid time off under the new schedule.



**ARTICLE 11**  
**OVERTIME, CALL-IN AND COURT TIME**

**Section 1.** Definition. Overtime is defined as any time worked in excess of the regular work week of forty (40) hours or eight (8) hours in a day. Effective January 1, 2020, if the Employer modifies the work schedule pursuant to Article 10, Section 6 of the Agreement, and implements a Pitman or modified Pitman schedule, as applicable, overtime shall be defined as working in excess of eighty-four (84) hours over a 14-day period, or one hundred sixty-eight (168) hours over a 28-day period. Sick leave time, unauthorized absences and unpaid suspension time do not count as regular hours worked for overtime purposes under any circumstances.

**Section 2.** Compensation. Overtime work shall be compensated at the rate of one and one-half (1 and ½) times the employee's regular hourly rate of pay. Overtime work may also be compensated by compensatory time off by mutual consent of the employee and Sheriff, provided that no overtime is incurred. Employees can accrue up to four hundred and eighty (480) hours of compensatory time.

**Section 3.** Call-In Time. In the event that an employee is called in or back to duty during time off, that employee shall be compensated at one and one-half (1 and ½) times the regular rate of pay for a minimum of four (4) hours or for all hours worked on the call-in.

**Section 4.** Court Time. All off-duty, work-related court appearances shall be compensated at one and one-half (1 and ½) times the regular rate of pay for a minimum of two (2) hours, or for all actual hours required. Association member disciplinary matters and arbitration hearings are not deemed "court time."

**Section 5.** Coverage. Supervisory personnel will insure that primary posts are covered.

**Section 6.** Overtime Reduction. Each employee and the Association shall continue to exercise all reasonable means to reduce overtime demands at the MCCI.

**Section 7.** Seniority List. Overtime will be assigned on a seniority basis on each shift. The seniority list shall be agreed to by both the Sheriff and the Association on a quarterly basis, which shall be posted for use in assignment of overtime. The seniority overtime list shall be used with the most senior employee of the supervisory personnel being asked to take overtime first, and then the next senior supervisory employee thereafter, until the list has completely been exhausted, at which time overtime will be offered to the most senior officer on the list and the seniority list will run through again *ad infinitum*.

**Section 7A.** Effective upon the Association's ratification of the MOA accepting the terms set forth in this Section, all overtime assignments shall be made as follows:

Each shift will maintain its own voluntary and involuntary (forced) overtime lists. The current shift lists are defined as follows: 7-3/8-4, 3-11, and 11-7 (subject to modification if the MCCI moves to a different shift schedule). These lists will be stored in a shared file with view-only access by all supervisors. Editing privileges will be given only to those supervisors authorized by the Association President.

The involuntary (forced) overtime list will re-start every January 1<sup>st</sup> with the most junior Sergeant at the top running down to the most senior Lieutenant at the bottom. Once a supervisor is forced to work an overtime assignment, that supervisor will go to the bottom of the list. This rotation/practice will continue throughout the remainder of the year.

The volunteer overtime list will re-start every January 1<sup>st</sup> with the most senior Lieutenant at the top of the list running down to the most junior Sergeant at the bottom. After a supervisor works a volunteer overtime post, regardless if it is that supervisor's day off or he or she is filling a post on the following shift, that supervisor will go to the bottom of the list. For clarification, there will be no distinction between coming in on a day off and remaining to work on the

following shift. Either will result in the supervisor going to the bottom of the list with all others on the volunteer overtime list offered an opportunity to work the next overtime opening first. This rotation/practice will continue throughout the remainder of the calendar year.

Additionally, if a supervisor works unforced overtime on any shift for three (3) or more hours, he/she will be deemed to have worked a volunteer overtime assignment and will be placed on the bottom of the volunteer overtime list. For example, if Sergeant 1, who is assigned to the 7-3 shift, voluntarily comes in early at 3:00 a.m. and works four hours of overtime prior to the start of his or her shift at 7:00 a.m., Sergeant 1 will go to the bottom of the 7-3/8-4 volunteer overtime list.

**Section 8.** Employees who do not use any sick time for any twelve (12) month calendar period shall be credited with two (2) Warden incentive days, which may be utilized at the employee's discretion. These days shall not be used to take off on a recognized holiday unless approved by the Warden or designee, and any such request shall be made at least seven (7) days in advance of the holiday. Effective starting November 15, 2018, the foregoing shall be replaced with a pilot sick leave incentive program in which an employee who does not use any sick leave whatsoever (including a partial day) in the period between November 15 through November 14 of the following year will be entitled to a \$2,000 stipend. An employee who utilizes no more than twenty-four (24) total hours of sick leave in that 365/366-day period shall be entitled to a \$1,500 stipend. The foregoing applies to any sick leave taken under Article 14, Section 3 of the Agreement even if the employee is simultaneously taking leave pursuant to the federal Family and Medical Leave Act ("FMLA") or state Family Leave Act ("FLA"). This pilot program shall not survive the expiration of the Agreement unless mutually agreed upon by all parties in a

subsequent written agreement. Payment of the sick leave incentive shall be made by the second paycheck in December after it was earned.

**Section 9.** An overtime cap of **250** hours per officer per calendar year shall be implemented and enforced. No employee shall work overtime in excess of this amount during a calendar year except in the event of emergency as determined in the Warden's sole discretion.

**Section 10.** An employee who is required to be "on-call" shall receive two (2) hours of non-FLSA compensatory time for every work week that he or she is required to be "on-call." This compensatory time shall be maintained in a separate bank, shall not be entitled to be cashed in at any time, including upon retirement, and shall be used by the end of the calendar year in which this time is accrued or it will be permanently forfeited. The Training Sergeant and Facility Affairs Supervisor are specifically designated as "on-call" positions. All other "on-call" positions will be determined by the Warden.

**Section 11.** Employees who are required to report to work on a normally scheduled workday when the County does not open for ordinary business (thus excluding recognized holidays, weekends and the like) due to an emergency situation will receive additional compensation at straight time for each hour worked during their regular shift. Employees who work more than an eight (8) hour shift (or a shift of up to twelve (12) hours if implemented pursuant to Article 10, Section 6 of this Agreement) will be compensated at the contractual overtime rate only. Employees scheduled to work on a normally scheduled workday when the County does not open for ordinary business due to an emergency situation, but fail to report to work for any reason, or are on a pre-approved leave day, will be charged for the day.

**ARTICLE 12**  
**INSURANCE**

**Section 1.** It is agreed that the County will offer a medical point of service plan for employees covered by this Agreement, for which employees shall pay the Tier IV rates as set forth in P.L. 2011, c. 78. The parties agree that should an employee voluntarily waive all coverage under the County's health plan, and provide proof of coverage from a source other than the County, the County will waive the required contribution for the employee. Such employee contributions shall be placed by the County into an IRS type 125 cafeteria plan so that it shall be tax free for Federal tax purposes, in accordance with New Jersey law.

**Section 2.** 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 3.** Negotiations 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. All existing prescription drug co-pays shall remain unchanged during the term of this Agreement unless and until such time as these co-pays are increased for the County's employees not represented for purposes of collective negotiations. If the County imposes such increases, negotiations unit employees shall also be subject to these increases, provided, however, that under no circumstances will co-pays exceed the following:

<i>Non-Mail Order</i>	
<b>Retail (brand)</b>	<b>\$20.00 (current \$20.00)</b>
<b>Generics</b>	<b>\$10.00 (current \$5.00)</b>
<i>90 days Mail Order</i>	
<b>Retail (brand)</b>	<b>\$15.00 (current \$15.00)</b>
<b>Generics</b>	<b>\$5.00 (current \$0.00)</b>

**Section 4.** The existing co-pays for in-network visits to a medical provider shall remain unchanged during the term of this Agreement.

**Section 5.** The statutory compensation provided in N.J.S.A. 34:15-12(a) is recognized as controlling the issue of access to payment for employees on temporary disability leave. Except as specifically set forth herein, reimbursement for temporary disability leave of six (6) months or less shall be calculated to ensure that employees on such worker's 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. Thereafter, the provisions of N.J.S.A. 34:15-12(a) shall apply.

However, in the event an employee suffers a bodily injury as the result of a riot or assault by the inmates or detainees under his or her custody or charge (including responding to such an event), then an employee on temporary disability leave will be paid the same amount of take home pay [net pay] as he or she was receiving prior to his or her disability leave for a period of up to twelve (12) full months. Thereafter, the provisions of N.J.S.A. 34:15-12(a) shall apply. Any dispute whether an injury qualifies for this enhanced benefit may be resolved by the negotiated grievance procedure contained in Article 6 of this Agreement.

Notwithstanding all of the foregoing, if the County offers a greater worker's compensation benefit to its employees not represented for the purposes of collective negotiations, employees represented by the Association shall be entitled to an identical benefit.

**Section 6.** A memorandum of agreement executed by the parties regarding certain modifications to the County's health care and pharmaceutical plans is attached to this Agreement as an Appendix and is incorporated herein.

**ARTICLE 13**  
**VACATIONS**

**Section 1.** Each employee shall be entitled to annual vacation leave, depending upon the employee's years of service with the Employer-Funding Agent as follows:

<b>YEARS OF SERVICE</b>	<b>VACATION</b>
Up to one year	1 day per month
2 <sup>nd</sup> through 5 <sup>th</sup> year	12 working days
6 <sup>th</sup> through 12 <sup>th</sup> year	15 working days
13 <sup>th</sup> through 20 <sup>th</sup> year	20 working days
21 or more years	25 working days

**Section 2.** Employees will select their vacation for the succeeding year by December 1 of the preceding year. Vacation selections will be made by Lieutenants first, based upon seniority in that rank, followed by Sergeants, based upon seniority in that rank. Each employee, regardless of rank, shall be allowed to select vacation time in a single, continuous block of time. After all of the employees in the negotiations unit have made their initial vacation selection, the process shall repeat for subsequent vacation selections until all vacation time is scheduled. The Employer retains the managerial right to determine how many supervisory employees may be off from work on a single day in order to ensure adequate staffing of the MCCI and reserves the right to assign days off when, in its judgment, a special assignment requires assigned days off. Vacation scheduling for supervisors shall not be affected by vacation scheduling for rank-and-file correctional police officers.

**Section 3.** 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 14**  
**PERSONAL AND SICK LEAVE**

**Section 1.** There shall be three (3) personal days available to each employee. Except where the schedule does not permit, the Warden or designee shall allow personal days to be taken on any day. Except under emergency circumstances, all requests for personal days shall be made at least five (5) working days prior to scheduling said personal days off. Under emergency circumstances, in which the need for personal leave could not have been foreseen, an employee may use a personal day without providing such notice provided the employee contacts his or her supervisor at the earliest feasible time to advise of the situation. The employee may thereafter be required, upon request, to provide sufficient documentation of the emergency and may be subject to discipline for abuse of this policy.

**Section 2.** One (1) personal day may be carried over into the next year where there has been a denial of use of a personal day due to scheduling reasons.

**Section 3.** Pursuant to the terms and conditions established by County policy, each employee shall be entitled to fifteen (15) sick days per calendar year, accruing at the rate of 1.25 days for every full month of service. These days shall accumulate from year-to-year. Employees shall be required to use available paid sick and/or personal leave concurrently with leave taken pursuant to the federal Family and Medical Leave Act (“FMLA”) or state Family Leave Act (“FLA”), consistent with County policy.



**ARTICLE 15**  
**HOLIDAYS**

**Section 1.** All employees shall be afforded thirteen (13) alternate holidays per year, three (3) of which may be utilized at their discretion as emergency/personal leave days, but such emergency/personal leave days shall not be counted as hours worked for overtime purposes.

**Section 2.** The scheduling of alternate holidays shall be made using a seniority-based rotation selection process. Selections will be made by Lieutenants first, based upon seniority in that rank, followed by Sergeants, based upon seniority in that rank. After all of the employees in the negotiations unit have made their initial holiday selection, the process shall repeat until all such time is scheduled. The Employer retains the managerial right to determine how many supervisory employees may be off from work on a single day in order to ensure adequate staffing of the MCCL.

**Section 3.** If the County grants more than thirteen (13) total paid holidays to its non-represented employees during a calendar year, then negotiations unit employees shall be entitled to receive the same number of additional alternate holidays for that year.

**Section 4.** Scheduling of any compensatory time off shall be governed by seniority in rank or title and shall be subject to the approval of the Warden.

**ARTICLE 16**  
**BEREAVEMENT LEAVE**

**Section 1.** Employees shall be entitled to up to five (5) days bereavement leave due to the death of an employee's parent, step-parent, spouse, sibling, child or step-child.

**Section 2.** Employees shall be entitled to up to three (3) days bereavement leave due to the death of an immediate family member, which for purposes of this Section means an employee's parent-in-law, grandparent (including spouse's grandparent), step-sibling, grandchild, or foster child.

**Section 3.** The bereavement days provided under this Article shall not be considered sick leave. With the approval of the Warden or a designee, an employee may use any other available paid leave if more time off is needed due to the death of a family member listed above.

**ARTICLE 17**  
**WEAPONS QUALIFICATION AND TRAINING**

**Section 1.** The Employer shall continue to provide a firearms range qualification program for all employees as mandated by State law, regulation, policy, or guideline.

**Section 2.** In the event that the Employer assigns training programs for employees in accordance with State regulations and guidelines, participation in such training programs shall be compensated pursuant to the overtime provisions contained herein, provided such training is required during an employee's non-scheduled duty time.

**Section 3.** Participation in assigned training programs over and above regular working hours shall be compensated at the overtime rate. Participation in voluntary training programs shall not be considered a part of the workday and shall not be compensated.

**Section 4.** The Sheriff agrees to provide newly appointed sergeants with forty (40) hours of departmental training, of which at least sixteen (16) hours will be classroom instruction. This training is to be completed prior to a newly appointed sergeant assuming a supervisory post. The Sheriff also agrees to provide newly appointed lieutenants with twenty (20) hours of departmental training, of which at least eight (8) hours will be classroom instruction. This training is to be completed prior to a newly appointed lieutenant assuming a supervisory post.

**Section 5.** The Sheriff shall provide the Association with notice of outside training opportunities within a reasonable time after learning of such opportunities. It is understood and agreed that the Employer reserves the right to select which, if any, individuals may participate in such outside training.

**Section 6.** The Association will meet quarterly with a suitable person designated by the Sheriff to discuss the supervisory training curriculum.

**Section 7.** The Employer and all employees shall be in compliance with all applicable laws and guidelines relating to training requirements and firearms, including those relating to the carrying of firearms on and off duty.

**ARTICLE 18**  
**ASSOCIATION TIME**

**Section 1.** The Association shall be allocated ninety-six (96) days of paid leave per year for attendance at FOP meetings and conventions. Leave pursuant to this provision shall be granted upon written authorization and pursuant to a request submitted by the Association President to the Employer indicating the name or names of the individuals attending and the dates on which their absence will be required.

**Section 2.** In order to facilitate the scheduling of manpower, advance notice of the use of Association leave time shall be provided and, in the case of scheduled meetings, such advance notice shall be given at least five (5) days prior to the scheduled date of leave, or if more than one (1) individual will be utilizing such leave at the same time, at least ten (10) days prior to the scheduled date of leave.

**Section 3.** If an Association member attends a disciplinary hearing at the request of the Association, and that attendance is paid, then it shall be counted against the days available under Section 1 of this Article.

**Section 4.** The Association President shall be assigned to a Monday-Friday work schedule from 8:00 a.m. to 4:00 p.m. In the event that Employer modifies the work schedule pursuant to Article 10, Section 6 of the Agreement, this schedule may similarly be modified, but with appropriate consideration given to ensure the Association President's ability to adequately represent the Association's membership.

## **ARTICLE 19**

### **JOB POSTING**

**Section 1.** All job openings that become available on any shift, including special assignment openings that are expected to last for more than thirty (30) days, will be posted on the bulletin board for ten (10) days so that negotiations unit members may bid on the opening. A copy of such job openings will also be forwarded to the Association.

**Section 2.** A posting shall be offered to the applicant with the most seniority, provided the applicant possesses the requisite qualifications for the position. The Employer shall retain the right to determine the prerequisites for job positions. The prerequisites shall include, but are not limited to, education, job skills and experience, which are to be listed on the job posting.

**Section 3.** An employee, based on seniority, and where applicable, will be afforded the opportunity to learn any special skills required for any current or future job openings.

A senior employee, having been denied a position which was given to a junior employee of like rank, may request an explanation from the Administration as to the reasons for their denial of the position for which he or she applied.

**Section 4.** This Article will not be applicable to the positions of Watch Commander, Unit Commander, Scheduling Sergeant, Training Sergeant, Booking Sergeant, and Safety and Sanitation Sergeant. Any additional exclusion of posts will be negotiated in advance by the Administration and the Association.

**Section 5.** In no case shall assignment or denial of assignment be used to discriminate against any supervisor or used as punishment.

**Section 6.** The Employer shall have the managerial right to consider an employee's usage of sick leave when determining suitable job assignments for a supervisor.

**ARTICLE 20**  
**PERSONNEL FILES**

**Section 1.** Employees shall have access to their personnel files within four (4) hours notice during regular business hours. Each employee shall be able to obtain a copy of any and all writings and documents in his or her personnel file contained at the MCCI, in the Warden's file and payroll file, or any other file that involves or mentions the employee, except for classified Internal Affairs files.

**Section 2.** Any material placed in an employee's County personnel file, which might be reasonably considered as having a potential negative impact, and which is reasonable to assume that the referenced member is unaware of, must be approved by the Deputy Warden or above prior to filing. In such case the Deputy Warden or above shall place the affected employee on notice. The affected employee will be permitted to file a comment relative to the document in question.

**ARTICLE 21**  
**STAFFING**

**Section 1.** Supervisory rolls will remain at 14 lieutenants and 21 sergeants with vacancies to be filled in a reasonable amount of time.

**Section 2.** A sufficient number of supervisory personnel (i.e. sergeants and lieutenants) shall be assigned to each shift to permit the secure operation of the MCCI and to assure adequate coverage of the facility and to assure adequate coverage for the health and safety of the employees and all other persons within the facility. This is to include all areas of the facility.

**Section 3.** Involuntary shift changes will require fourteen (14) days written notice to the affected employee, other than in the case of emergent circumstances. In no case will involuntary shift assignment be utilized for the purpose of disciplinary action. Twice each calendar year, during the months of January and July, the Association will present in writing to the Warden seniority based bids for shift reassignment. This procedure will be amended starting for shift reassignments in 2020, so that no later than December 1, 2019 and no later than December 1 of each year thereafter, the Association will present in writing to the Warden seniority based bids for shift reassignment for the following entire calendar year. The Warden, or a designee, will make a good faith effort to honor these bid requests; however, the Warden retains the right to deny individual bid requests in keeping with legitimate professional judgment and organizational effectiveness. It is understood that the provisions of this section do not apply to the positions of Watch Commander, Unit Commander, or Special Assignment Sergeants. Any additional exclusions will be negotiated between the Association and the Employer.



**ARTICLE 22**  
**HANDBOOK AND WORK RULES**

**Section 1.** The Employer may establish reasonable and necessary rules of work and conduct for employees. Such rules will be equitably applied and enforced.

**Section 2.** The Employer has developed an employee rule book setting forth work rules, regulations and discipline procedures. Each employee shall be provided with a copy of the rule book.

**Section 3.** Any proposed new rule, regulation, policy or procedure, or any change in rules, regulations, policies, or procedures, which directly affect the terms and conditions of employment, new construction or changes in operations shall be discussed with the Association.

**ARTICLE 23**  
**REPLACEMENT**

**Section 1.** No full time employee in a safety sensitive position or in a position requiring unique training and experience as a supervising County Correctional Police Officer shall be replaced by an individual outside of the negotiations unit.

**Section 2.** No post currently filled by a full time employee in a safety sensitive position or in a position requiring unique training and experience as a supervising County Correctional Police Officer shall be replaced by an individual outside of the negotiations unit.

**ARTICLE 24**  
**CEREMONIAL ACTIVITIES**

**Section 1.** In the event of a death of a law enforcement officer in another department, the Employer will permit at least two (2) uniformed employees to be detailed to participate in funeral services for the deceased officer, to be selected by the Association President. Additionally, the Warden, at his discretion, may release up to two (2) uniformed employees to participate in the annual New Jersey Law Enforcement Memorial Service (Ocean Grove, NJ) as well as the annual National Law Enforcement Memorial Service (Washington, DC).

**Section 2.** The detail will be provided with a Sheriff's vehicle to be utilized for participation in the funeral service, if available.

**ARTICLE 25**  
**DISCIPLINE**

**Section 1.** An employee may be discharged or otherwise disciplined for just cause.

**Section 2.** An employee given the opportunity to appear at a hearing on disciplinary charges shall be given written notice of the hearing, the specific charges to be heard, and the anticipated extent of possible disciplinary action at least five (5) working days prior the hearing.

**Section 3.** The Association shall be provided with the same notice at the same time as the employee.

**Section 4.** If an employee is interviewed in a disciplinary matter in which he or she reasonably believes will result in discipline to the employee, that employee shall be entitled to have the assistance of an Association representative, if requested. An employee shall have the right of representation at any disciplinary hearing.

**Section 5.** An employee's prior disciplinary record, other than major offenses, shall not be considered in imposing disciplinary penalties for subsequent offenses if the employee's record has been free of disciplinary offenses for over one (1) calendar year prior to the subsequent infraction. For purposes of this Section, a major offense is defined as a non-attendance offense, resulting in a penalty of suspension or greater.

Effective January 1, 2003, and for infractions occurring thereafter, an employee who maintains a disciplinary-free record of attendance-related matters for a period of twelve (12) consecutive months (based on the date of the final notice of disciplinary action) will revert to two previous levels of discipline on the current progressive disciplinary guidelines for attendance-related infractions and will continue to revert to previous levels of discipline for each additional year the member goes free from discipline. Example: One (1) year free from discipline the

member goes back two steps on the guideline; two (2) years free, the member goes back one (1) additional step, and so on.

Discipline for pattern setting may be brought in appropriate circumstances after an employee has used more than ten (10) days of sick leave in a given year. The Warden may further verify that an employee on sick leave is at home or other authorized location as provided by County policy after an employee has used more than ten (10) days of sick leave in a calendar year. Such verification may be accomplished by phone calls, home visitation or other reasonable means.

**Section 6.** Any employee ordered or required to appear before the Employer, or any legitimate agent thereof, for interview or interrogation, and has reason to believe that he or she may be the subject of disciplinary charges as a result of said appearance shall have a right to request and receive an Association representative prior to the commencement of said interview or interrogation.

**Section 7.** All disciplinary actions shall comply with federal and state law, applicable guidelines promulgated by the New Jersey Attorney General and any applicable court rulings.

**Section 8.** Any minor discipline, defined as a suspension of five days or less, but not a notice of counseling or a verbal or written reprimand, may be appealed using the contractual grievance procedure, including a request for binding arbitration. Any major discipline may be appealed pursuant to the procedures established by the New Jersey Civil Service Commission.

**ARTICLE 26**  
**NO WAIVER**

**Section 1.** Except as otherwise provided in this Agreement the failure to enforce any provision of this Agreement or exercise one's rights pursuant thereto shall not be deemed a waiver thereof. This Agreement is not intended and shall not be construed as a waiver of any right or benefit to which the employees herein are entitled.

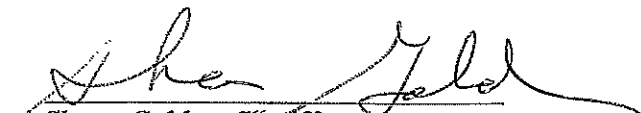
**ARTICLE 27**  
**TERMS AND EXTENT OF AGREEMENT**

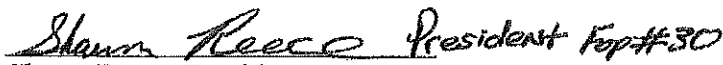
This Agreement shall be effective January 1, 2018 and shall continue in full force until its expiration date on December 31, 2022, or until a new Agreement is executed.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures this 5<sup>th</sup>  
November  
day of      2020.

MONMOUTH COUNTY SHERIFF:

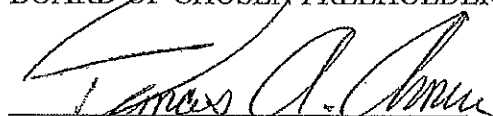
FOP LODGE NO. 30:


  
Shaun Golden, Sheriff

  
Shawn Reece, President

MONMOUTH COUNTY  
BOARD OF CHOSEN FREEHOLDERS:

  
Daniel Hansson, EVP

  
Thomas A. Arnone  
Freeholder Director

  
Teri O'Connor,  
County Administrator

**APPENDIX A**

**SALARY GUIDE**

<u>SGTS:</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
Step 1	109,000	112,238	115,556	118,957	122,444	126,017
Step 2	111,000	114,288	117,657	121,111	124,651	128,280
Step 3	114,000	117,363	120,809	124,342	127,963	131,674
Step 4	120,000	123,513	127,113	130,803	134,586	138,463
Step 5	125,000	128,638	132,366	136,188	140,105	144,120
Step 6	130,000	133,763	137,619	141,572	145,624	149,777
Off Guide	N/A	139,963	141,926	143,888	145,624	149,777
<u>LTS:</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
	144,200	148,318	152,538	156,864	161,298	165,843

Step movements for Sergeants shall take place on January 1 each year of the Agreement, except that an employee at Step 1 of the salary guide shall not be entitled to move to Step 2 unless and until he or she has served at the rank of Sergeant for at least six (6) months, in which case the employee will move to Step 2 on the first January 1<sup>st</sup> thereafter.

\* Off guide refers to any employee who was previously on the salary guide contained at Appendix A of the 2014-2017 MOA, which consisted of employees who joined the negotiations unit prior to July 1, 2011.



## ATTACHMENT A - AGREEMENT

**WHEREAS**, due to the growth of the County's health care and pharmacy costs, and the associated cost to its employees, it is understood that certain cost containment measures are required in order for the County to be able to maintain the high level of benefits provided to County employees; and,

**WHEREAS**, it is further understood that due to certain provisions of the federal Affordable Care Act ("ACA"), it is critical that the County begin the process of finding health care cost savings, as it faces the potential for millions of dollars of fines in future years if its health care costs exceed the amount permitted by the ACA; and,

**WHEREAS**, the County's Benefits Department, in consultation with the County's health care and pharmaceutical plan administrators, have proposed numerous modifications to the County's health care and pharmaceutical plans where it is believed that substantial savings can be achieved at limited burden to the County's employees and dependents; and,

**WHEREAS**, while the County does not concede the negotiability of any or all of these modifications, it wishes to avoid any future Union challenges to them given their importance; and,

**WHEREAS**, the Association reserves all rights, claims and defenses as to any changes in the County's health and pharmaceutical plans not specifically set forth herein.

**NOW, THEREFORE, BE IT RESOLVED** that the Association agrees that the County shall have the right to implement any or all the following changes to its health care and pharmaceutical plans in its discretion at any time on or after January 1, 2015, so long as no such changes are implemented for Association employees until such time as they are simultaneously implemented for the County's non-represented employees;

**BE IT FURTHER RESOLVED** that the County shall provide at least sixty (60) days prior written notice before implementing any or all of the changes listed herein, but the Association shall have no right to demand negotiations as to whether or not they shall be implemented, nor shall the Association have any right to file any grievance, unfair practice, lawsuit, or other legal challenge in any forum relating to the County's decision to implement any or all of these changes provided said changes are made in accordance with this Agreement;

**BE IT FURTHER RESOLVED** that the foregoing changes shall not affect the benefits of any person who has retired prior to the date this Agreement and a memorandum of agreement for a successor collective negotiations agreement is ratified by the parties.

### HEALTH CARE PLAN MODIFICATIONS

1. The County may increase OOP (Out of Pocket) maximums for out-of-network treatment as follows: Family OOP maximums may be increased from \$5,000 per year to no more than \$10,000 per year. Single OOP maximums may be increased from \$2,500 per year to no more than \$5,000 per year.
2. The County may increase the co-payment for utilizing emergency room services from \$25 per visit to no greater than \$100 per visit. The existing policy of waiving the co-payment when an ER visit results in admission to a hospital shall remain in force.
3. The County may revise its pricing schedule for out-of-network treatment to modify the "reasonable and customary" rate used to calculate reimbursement for such out-of-network treatment to no less than 150% of the rate established by the Centers for Medicare & Medicaid Services.

### PHARMACY PLAN MODIFICATIONS

1. The County may implement a "network narrowing" plan to reasonably limit the pharmacies from which members may purchase pharmaceuticals, which shall consist of removing one (1) of the following three (3) national pharmacy chains (or their successors in interest) from the County's network: (1) Walgreens, (2) Rite-Aid, (3) CVS.
2. The County may implement "step therapy" procedures when, within a specific therapy class, multiple drugs are available to treat the same condition. In such instance, a patient will be required to first try clinically effective generic or lower-cost brand medications, before "stepping-up" to a higher cost medication. If, after the patient tries the generic or lower-cost medication, the patient's physician determines that a higher-cost medication is medically required, the physician may contact the County's pharmacy benefits manager for a coverage review and to request authorization for that higher-cost medication. Provided the physician fully cooperates with the pharmacy benefits manager in this process, such authorization shall normally be granted within three (3) days. A current list of drugs for which "step therapy" will apply will be provided to the Association.
3. The County may implement a "dispense as written" policy in which members are subject to the use of generic prescription drugs according to State guidelines, and if a member insists on a brand drug when a generic drug is available, the member will be required to pay both the "brand" co-pay as well as the entire difference in actual cost between the brand drug and the generic drug. This provision shall not be applicable if the prescribing physician writes "DAW" or "dispensed as written" or checks the "do not substitute" box on the prescription.
4. The County may implement a "prior authorization and quantity duration" policy in which it may ensure via a series of clinical safety edits that FDA and other clinical guidelines are being followed in treatment in order to ensure best safety outcomes. For

drugs that are not needed every day such as sleep aids, or migraine treatments, supply per prescription will be reduced in accordance with the policy, for example, a particular prescription may be reduced from 30 doses to 8 at retail and from 90 doses to 24 at mail, unless the prescribing physician establishes that a larger quantity is needed due to medical necessity. A current list of drugs for which "prior authorization and quantity duration" will apply will be provided to the Association.

**IN WITNESS WHEREOF**, the parties have executed this Agreement by their duly authorized officers.

For the Association:

Paul Labella  
10/9/14

Dated:

[Signature]

For the County of Monmouth:

Al Steinkleiman  
10/9/14

Dated:

For the Monmouth County Sheriff

[Signature] 10-9-14  
Dated: