

AGREEMENT
BETWEEN
MONMOUTH COUNTY SHERIFF AND
MONMOUTH COUNTY BOARD OF CHOSEN FREEHOLDERS

AND

MONMOUTH COUNTY PROCESS SERVERS

JANUARY 1, 2005 THROUGH DECEMBER 31, 2008

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PREAMBLE

This Agreement, made this _____ day of _____, 2006,
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
MONMOUTH COUNTY PROCESS SERVERS (hereinafter referred to as the “Union”).

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 employees of the Employer within the Sheriff's Office holding the title of PROCESS SERVER, but excluding managerial executives, confidential employees, and professional employees of the Office of the Sheriff and all other employees.

ARTICLE 2

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 2. This contract shall not be interpreted to in any way supersede any of the statutory or constitutional duties, powers, rights or obligations of the Monmouth County Sheriff's Office or the County of Monmouth by the Monmouth County Board of Chosen Freeholders.

ARTICLE 3

GRIEVANCE PROCEDURE

Section 1. A "grievance" shall be defined as any controversy or dispute arising between the parties and 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 ten (10) working days from the time the employee knew or should have known of its occurrence.

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 by the employee involved within ten (10) 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 seven (7) working days of such initiation.

STEP TWO:

If the grievance is not settled through Step One, then within five (5) working days after receipt of the answer or after the answer was due from Step One, the

same shall be reduced to writing by the Union and submitted to the individual assigned to supervise the area unit, with a copy given to the Employer. An answer to such submission shall be made in writing within seven (7) working days thereafter.

STEP THREE:

If the grievance is not settled at Step Two, then within five (5) working days after receipt of the answer or after the answer was due from Step Two, the Union shall have the right to submit the grievance to the Employer. A hearing may then be held with the Union and the Employer and a written answer to the grievance shall thereafter be served upon the individual and the Union within seven (7) calendar days.

STEP FOUR:

If the grievance is not settled through Step Three, the Union may request arbitration within fifteen (15) days after the reply of the Sheriff is received or due. Arbitration shall be through the Public Employment Relations Commission, the expense of which shall be shared equally by the Employer and the Union. The decision of arbitration shall be final and binding to 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 4

SALARY

Section 1. Effective January 1, 2005, all employees shall receive a \$3,000 increase in base salary over 2004 wage levels.

Section 2. Effective January 1, 2006, all employees shall receive a 3.75% increase in base salary over 2005 wage levels.

Section 3. Effective January 1, 2007, all employees shall receive a 3.75% increase in base salary over 2006 wage levels.

Section 4. Effective January 1, 2008, all employees shall receive a 3.75% increase in base salary over 2007 wage levels.

ARTICLE 5

HOURS OF WORK/OVERTIME

Section 1. The standard work day in the Sheriff's office shall consist of seven hours. In addition, there shall be a one hour unpaid lunch period, but included in the standard work day shall be two fifteen minute coffee breaks scheduled by the Employer during the first and second half of the work day.

Section 2. Sick leave shall not count as hours worked for overtime purposes.

ARTICLE 6

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 employees 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, 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 \$15 co-pay for prescription drugs and a \$5 co-pay for those who use generic drugs.

Section 5. Part-time employees are eligible for health benefit 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 N.J.S.A. 34:15-12(a) [and as that law may be amended], is recognized as controlling the issue of payment for employees on a 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 N.J.S.A. 34:15-12(a) shall apply.

Section 8. The parties agree that they are engaged in a safety sensitive positives 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 7

VACATIONS

Section 1. Each employee shall be entitled to annual vacation leave, depending upon said employee's years of service with the County, as follows:

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

Section 2. 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 8

SICK LEAVE

Section 1. Pursuant to adopted County leave policy, the Employer shall advance fifteen (15) sick leave days in accordance with New Jersey Department of Personnel regulations on same at the beginning of each calendar year.

Section 2. Sick leave may be taken in hourly increments.

Section 3. Any sick leave allowance not used in a calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose.

ARTICLE 9

PERSONAL LEAVE

Section 1. Except where work demands of the office do not permit, the Employer shall allow up to three (3) paid personal days to be taken each year. These shall not accumulate from year to year.

Section 2. Except under emergency circumstances, all requests for personal days off shall be made at least five (5) working days prior to scheduling a personal day off.

ARTICLE 10

HOLIDAYS

Section 1. The following days shall be recognized and observed as paid holidays:

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

Section 2. Holidays falling on a Sunday will be observed on the following Monday, and those holidays falling on a Saturday will be observed on the preceding Friday.

Section 3. Any other holidays granted generally to County employees by resolution of the Board of Chosen Freeholders shall also be granted to all persons covered by this Agreement.

ARTICLE 11

DEATH IN FAMILY

Section 1. The Employer agrees to grant up to five (5) days leave to an Employee due to the death of an Employee's parent, spouse, child or step-child.

Section 2. The Employer agrees to grant up to three (3) days leave to an employee due to the death of a member of their immediate family. As used herein, "immediate family" means parent of Employee's spouse, grandparents of the Employee or spouse, step-children, sister or brother.

Section 3. The days provided under this Article shall not be considered as sick leave.

ARTICLE 12

NON-DISCRIMINATION

Section 1. The Employer and the union agree not to discriminate against any Employee on the basis of race, color, creed, sex, national origin, lawful union membership, or lawful political activity.

Section 2. The Employer and the Union agree there shall be no discrimination against any Employee because of union membership or non-membership.

ARTICLE 13

COMPLETE CONTACT

Section 1. The parties agree that they have fully bargained and agreed upon all terms and conditions of employment and that these terms and conditions of employment shall not be changed during the life of this Agreement.

Section 2. If any of the provisions of this Agreement should be held invalid by operation of law or regulation by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by such tribunal or appropriate administrative agency pending a final determination as to its validity, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE 14


DURATION OF CONTRACT

Section 1. This Agreement shall be effective as of the first day of January 2005 and shall remain in full force and effect until the 31st day of December 2008.

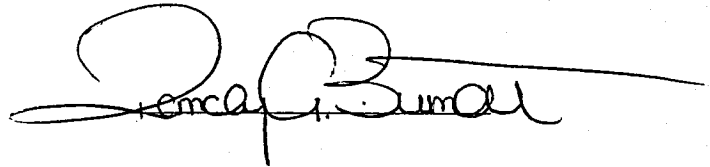
IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its fully authorized representatives this _____ day of _____, 2006.

FOR THE EMPLOYERS:

FOR THE UNION:



MONMOUTH COUNTY SHERIFF



Thomas J. Burnell

MONMOUTH COUNTY BOARD OF
CHOSEN FREEHOLDERS

BY: 
FREEHOLDER DIRECTOR



Randy A. Burnell

Resolution No. _____

RESOLUTION APPROVING THE TERMS OF A
SUCCESSOR COLLECTIVE BARGAINING
AGREEMENT WITH THE MONMOUTH COUNTY
PROCESS SERVERS

Freeholder _____ offered the following
resolution and moved its adoption:

WHEREAS, the County of Monmouth ("County") and the Monmouth
County Process Servers ("Union") have been conducting
negotiations for a successor Collective Bargaining Agreement;
and

WHEREAS, the parties reached a tentative agreement; and

WHEREAS, the Union has subsequently ratified the tentative
terms of that Agreement; and

WHEREAS, the County desires to ratify the terms of the
parties' agreement.

NOW, THEREFORE, BE IT RESOLVED that, the Board of Chosen
Freeholders of the County of Monmouth ratifies the following
terms for inclusion in a successor Collective Bargaining
Agreement and directs the County's Special Labor Counsel to
incorporate said terms into the parties' Collective Bargaining
Agreement and authorizes the County Administrator to execute
said Collective Bargaining Agreement when completed:

1. Duration: January 1, 2005 until December 31, 2008.

2. Article 4 shall be modified as follows: Effective January 1, 2005, all employees shall receive a retroactive \$3000 increase. Beginning January 1, 2006, and on January 1st of each successive year of the Contract, the salary guide shall be adjusted by a 3.75% increase.

3. Article 5 shall be modified as follows: Section 2. Sick leave shall not count as hours worked for overtime purposes.

BE IT FURTHER RESOLVED that the Clerk forward a certified true copy of this resolution to the County Administrator, the Monmouth County Sheriff and the Director of Finance.

Seconded by Freeholder and adopted on roll call by
the following vote:

YES	NO	ABSTAIN	ABSENT
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Mr. Clifton
Mr. Barham
Mr. Narozanick
Mrs. Handlin
Mr. Powers