

A G R E E M E N T

BETWEEN

THE COUNTY OF MONMOUTH

County Board

AND

Sheriff's Department

MONMOUTH COUNTY CORRECTION OFFICERS ASSOCIATION, INC.

P.B.A. LOCAL 240

(MONMOUTH COUNTY SHERIFF'S DEPARTMENT)

X JANUARY 1, 1981 through DECEMBER 31, 1985

Article 25
Monmouth County Page 17

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PREAMBLE

This Agreement, effective as of the first day of January, 1981 by and between the County of Monmouth, hereinafter referred to as the "Employer", and Monmouth County Correction Officers Association, Inc., P.B.A. Local No. 240, hereinafter referred to as the "Association", is designed to maintain and promote a harmonious relationship between the County and such of its employees who are within the Bargaining Unit defined in Article 1 hereof in order that more efficient and progressive public service may be rendered.

ARTICLE 1

RECOGNITION

Section 1. The County hereby recognizes the Association as the exclusive majority representative within the meaning of the New Jersey Employer-Employee Relations Act, N.J.S. 34:13A-1 et seq. for collective negotiations concerning salaries, hours of work and other terms and conditions of employment for all employees in the following job classifications:

- (a) County Correction Officer
- (b) County Correction Sergeant
- (c) Sheriff's Officers
- (d) County Correction Lieutenant
- (e) Chief I. D. Officer. It is agreed that should the present incumbent leave this position, then the title of Chief I.D. officer shall no longer be covered by this Unit.

ARTICLE 2

EMPLOYER AND EMPLOYEE RIGHTS

Except as otherwise provided herein, nothing contained in this Agreement shall abridge the rights of the County of Monmouth its agents and employees under the laws of the State of New Jersey.

ARTICLE 3

SALARIES

Section 1. The parties agree that the salary ranges for employees covered by this Agreement for the years 1981, 1982 and 1983 are as follows:

<u>TITLE</u>	<u>1981</u>	<u>1982</u>	<u>1983</u>
County Correction Officer	\$10,500-\$20,000	\$11,000-\$22,000	\$11,500-\$23,650
Sheriff's Officers	\$10,500-\$20,000	\$11,000-\$22,000	\$11,500-\$23,650
County Correction Sergeant	\$16,000-\$21,000	\$17,000-\$23,000	\$19,000-\$24,720
County Correction Lieutenant	\$17,000-\$22,000	\$18,000-\$24,000	\$20,000-\$26,580
Chief Identification Officer	\$16,000-\$21,000	\$17,000-\$23,000	\$19,000-\$24,720

Section 2. The parties agree that employees covered by this Agreement shall not receive additional hazardous pay for the duration of this Agreement.

Section 3. (a) This pay scale in all respects applies to all persons who are presently employed or who may become employed including the classifications of County Correction Officer, Sheriff's Officers, County Correction Sergeant, County Correction Lieutenant, and Chief Identification Officer.

(b) The 1981, 1982 and 1983 pay scales for all present and new employees, exclusive of college incentive, covered by this Agreement, shall be as set forth in Appendix A attached.

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

(d) It is understood that if the Consumer Price Index for the New York/Northeast New Jersey area is 10% or more for the period ending December 31, 1982, a reopener for negotiations on salaries will be initiated for the year 1983. In the event that these negotiations reach impasse for the year 1983, the Association shall have such remedies as provided for under the Public Employment Statutes.

ARTICLE 4

PROMOTIONS

All openings for promotions shall be filled as soon as possible in accordance with Civil Service lists. Any person promoted to Sergeant or Lieutenant will be paid in accordance with the salary scale set forth herein, except that a person promoted to Sergeant or Lieutenant would advance to the first step next above his existing salary. In the event that a newly promoted Sergeant or Lieutenant should advance to a salary equal to an existent Sergeant or Lieutenant, no additional adjustments shall be made to the other Sergeants or Lieutenants.

ARTICLE 5

LONGEVITY PAY

(a) It is agreed that if the Board of Chosen Freeholders of the County of Monmouth establishes a longevity plan for any employees in bargaining units under the direct control of the Board, such longevity plan shall be applied to this unit.

(b) If in the event that longevity pay for other groups is not forthcoming during the term of this contract, the Association may give notice to the County on or after October 1, 1982 for the purpose of reopening this contract concerning negotiations for the longevity program for employees covered by this Agreement for the year 1983. In the event that the negotiations go to impasse, the Association shall have such remedies as provided for under the Public Employment Statutes.

ARTICLE 6

HOURS OF WORK

Section 1. The regular hours of work each day shall be consecutive, except for interruptions for lunch periods and coffee breaks. A day shall consist of eight and one-fourth (8¼) hours on premises or off premises at work. Said period shall include two (2) fifteen (15) minute breaks and thirty (30) minute period for meal.

Section 2. The work week shall consist of five (5) consecutive eight and one-fourth (8¼) hour days as defined herein. Said eight and one-fourth (8¼) hour period multiplied by five (5) days shall be equivalent to forty (40) hours and a full work week.

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

ARTICLE 7

OVERTIME, CALL-IN TIME, AND COURT TIME

Section 1. Overtime.

(a) Overtime, defined as any work performed in excess of the regular work week of forty (40) hours, shall be compensated at the rate of one and one-half (1½) times the employee's regular

rate of pay.

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

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

(d) It is also understood that first priority in scheduling overtime work will be given to off duty officers of that shift where the need arises for the overtime.

Section 2. Call-In Time.

In the event that an Employee is called in or back to duty during his time off, he shall be compensated at one and one-half (1½) times his regular rate of pay for four (4) hours or for all hours worked, whichever is greater.

Section 3. Court Time.

All off duty court appearances shall be compensated at one and one-half (1½) times the Employee's regular rate of pay for two (2) hours, or for all hours worked, whichever is greater.

ARTICLE 8

TIME CLOCK

The Employer agrees to maintain the time clock as of the effective date of this contract for the purposes of determining when an Employee commences his work day and when the Employee

completes the same. The Employer agrees to maintain the time clock in operation during the period of this Agreement.

ARTICLE 9

UNIFORM & MAINTENANCE ALLOWANCE

(a) Each employee who has been employed in the Unit prior to October 1, 1980 will receive a full uniform and maintenance allowance for 1981.

(b) Those employees who have been employed on or after October 1, 1980, but before 1981, shall receive one-half of the full allowance upon successful completion of a three (3) month probation period and shall receive an additional one-half of the full allowance six (6) months after the initial payment.

(c) For new employees hired between January 1, 1981 and March 31, 1981, a uniform and maintenance allowance of one-half will be paid after successful completion of the probationary period and an additional one-half after the six (6) month period after the initial payment.

(d) Those employees mentioned in (a) and (b) above shall be entitled to a uniform and maintenance allowance of \$750.00 for the years 1982 and 1983.

(e) For those new employees hired on or after April 1, 1981 through August 31, 1981, a uniform and maintenance allowance of one-half will be paid after successful completion of the probationary period and no additional payment for that calendar year. These employees shall be eligible for full payment the following year.

(f) Those new employees hired after August 31, 1981 shall receive no payment for uniform and maintenance allowance for that calendar year, but will be eligible for full allowance for the next calendar year.

(g) The uniform and maintenance allowance for the calendar year 1981 will be \$650.00; calendar year 1982 \$750.00; and 1983 \$750.00.

(h) If there is a change of uniforms during the term of this Agreement, the Association has the right to reopen negotiations on this Article.

ARTICLE 10

INSURANCE

All existing medical and hospitalization insurance coverage for Employees shall be maintained during the term of this Agreement. It is understood that discussions on medical and hospitalization insurance shall be reopened for the year 1983.

ARTICLE 11

HOLIDAYS

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

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

(b) Whether a holiday falls during an Employee's vacation or his regular day off, said Employee shall be given compensatory time off at his regular rate of pay or may receive one extra days pay at straight time in lieu of the compensatory time off.

(c) If an employee works on a holiday he shall be given an option of choosing to be paid at the rate of time and one-half plus holiday pay, providing that he/she waives his/her right to receive a compensatory day off at a future time.

Section 2. Any other holidays granted to the County employees by resolution of the Board of Chosen Freeholders, Governor of the State of New Jersey or President of the United States shall also be granted to all persons covered by this Agreement.

Section 3. The scheduling of compensatory time off pursuant to this Article shall be governed by seniority.

ARTICLE 12

WORKMEN'S COMPENSATION

Section 1. Any Officer injured while on duty will be compensated at full pay while he/she is out of work for the same injury and under the care of a physician for a maximum of one (1) year.

Section 2. It is understood that the Employee shall endorse the Workmen's Compensation checks received from the insurance company over to the County Treasurer.

Section 3. It is understood that if the Employee receives an award relative to the job incurred injury from Workmen's Compensation Court, the Employee shall reimburse the County to the extent of the difference between salary paid by County and temporary disability payment made by Workmen's Compensation.

ARTICLE 13

PERSONAL LEAVE

Except where the schedule does not permit, the warden or his designee shall allow personal days to be taken on any day from Monday through Friday. Personal days on weekends shall be allowed under unusual circumstances. Except under emergency circumstances, all requests for personal days off shall be made at least five (5) working days prior to scheduling said personal days off.

ARTICLE 14

VACATIONS

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

Years of Service	Vacation
Up to 1 year	1 day per month worked
2nd through 5th year	12 working days
6th through 12th year	15 working days
13th through 20th year	20 working days
21 or more years	25 working days

Section 2. (a) For purposes of convenience, it is agreed that an Employee who was employed for more than six (6) months during the first calendar year of employment shall have that year included in the computation for years of service under Section 1 hereof.

(b) An Employee who was employed for six (6) months or less during the first calendar year of employment shall not have that year included in the computation under Section 1 hereof.

Section 3. Seniority shall govern the scheduling of all vacations for Employees covered by this Agreement.

ARTICLE 15

COLLEGE INCENTIVE

Section 1. Since the County of Monmouth recognized the value of trained Correctional Officers, it hereby agrees to pay any officer covered by this Agreement additional compensation in the amount of \$20.00 per year per college credit that is obtained by

any officer after January 1, 1981 and while in the County employ from an accredited college in a course that will be of value to the person in the performance of his work. The Warden shall approve the courses taken by the person covered by this Agreement.

Section 2. A committee consisting of representatives of the Sheriff's Office, the Personnel Office and the P.B.A., Local 240, shall review and approve courses taken by the Employee in advance of registration. Payment of courses shall not be made without prior approval. Said approval shall not be unreasonably withheld.

ARTICLE 16

DEATH IN FAMILY

Notwithstanding anything to the contrary, the Employer agrees to grant up to three (3) days leave to an Employee due to the death of a member of his immediate family. As used herein, "immediate family" means spouse, parent of Employee or spouse, children, sister or brother. The three (3) days referred to herein shall be in addition to any sick leave accumulated by the Employee and said three (3) days shall not be considered as sick leave and deducted as sick leave accumulated by Employee.

ARTICLE 17

PERSONNEL

With respect to personnel, the Employer agrees as follows:

(a) The assignment of personnel shall normally be made in accordance with the schedule attached hereto as Appendix B, which consists of four separate pages.

It is understood that from time to time additional officers may be required to transport inmates to medical facilities, funerals, or

other institutions. Additional officers may also be required for the County Courts, additional hospital guard duty, or to assist other law enforcement agencies as required.

(b) No officer shall be required to double up on assignments except for relief of another officer during normally scheduled lunch or other breaks.

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

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

(e) Should an opening become available on a shift, it shall be posted on the bulletin board for five (5) days so that Officers may bid for said opening. Seniority shall be considered as the final determinant.

ARTICLE 18

WEAPONS QUALIFICATION AND TRAINING

Section 1. The Employer agrees to continue the existing program of firearms range qualification for Employees twice per year, which program shall be mandatory for all Correctional Officers.

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

Attendance shall be mandatory for all new Correction Officers hired after the signing of this contract. All Officers will be paid two (2) hours of straight time for attendance at the two (2) hour classes. Attendance will not be mandatory except for newly hired officers. Said training courses will include a curriculum that will

properly cover all aspects of the proper functions of the correctional institutional officer. All newly hired officers will attend except those on holiday, vacation or excused by the training officer or the Warden.

ARTICLE 19

ASSOCIATION TIME

Section 1. (a) The P.B.A. President and one (1) state delegate shall be allowed twelve (12) paid days for attendance at State P.B.A. meetings, plus six (6) paid days for attending the annual P.B.A. Convention and not more than four (4) days in one year's time for special P.B.A. meetings for a maximum total of twenty-two (22) paid days.

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

(c) Two (2) additional delegates shall be allowed up to three (3) days to attend the State P.B.A. Mini-Convention, as per past practises.

Section 2. It is agreed that the P.B.A. President and Delegate shall be granted reasonable time off to investigate grievances.

ARTICLE 20

TRANSPORTATION

Whenever it is necessary to transport (a) any prisoner at night, or (b) a prisoner who is charged with or has been convicted of a high misdemeanor, a minimum of two (2) Employees shall accompany the prisoner. In all other circumstances, the decision as to the

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

ARTICLE 21

ASSOCIATION DUES AND INDEMNITY

Upon receipt of a lawfully executed written authorization from an Employee which may be revoked in writing at any time, the County agrees to deduct the regular monthly dues of such Employee from his pay and remit such deduction by the fifteenth (15) day of the succeeding month to the officials designated by the Employee in writing to receive such deductions. The Employee will notify the County in writing the exact amount of such regular membership dues deducted.

The Association agrees to indemnify and hold the County harmless against any and all claims, suits, orders or judgements brought or issued against the County with regard to the dues checkoff, except for any claims that result from negligent or improper acts of the Employer or its agents or servants.

ARTICLE 22

NON-DISCRIMINATION

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

The Employer and the Association agree not to interfere with the right of Employees to become or not become members of the Bargaining Unit; and, further, that there shall be no discrimination or coercion against any Employee because of unit membership or non-membership.

ARTICLE 23

MANAGEMENT RIGHTS

It is recognized that the Sheriff's Office has and will continue to retain the rights and responsibilities to direct the affairs of the jail in all its various aspects. Among the rights retained by the Sheriff's Office are its rights to direct the working forces; to plan, direct and control all the operations and services of the jail; to determine the methods, means, organization and personnel by which such operations and services are to be conducted; to contract for and subcontract out services; to relieve Employees due to lack of work or for other legitimate reasons; to make and enforce reasonable rules and regulations to change or eliminate existing methods, equipment, or facilities; provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement and that a grievance may be filed by the Association alleging such conflict:

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

ARTICLE 24

STRIKES AND LOCKOUTS

Neither the Association nor any officers, agents or Employees will instigate, promote, sponsor, engage in, or condone any strike, slowdown, concerted stoppage or work or any other intentional interruption of the operations of the Monmouth County

Jail, regardless of the reason for so doing. Any or all Employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the County pursuant to the rules and regulations of the Civil Service Commission and any State statutes applicable thereto and subject to the grievance procedures and terms of conduct of this contract. Any Employees who are disciplined or discharged pursuant to this section may institute a grievance in accordance with the procedures set forth herein.

ARTICLE 25

HANDBOOK

The parties agree that to the extent that it is not inconsistent with any provisions hereof the Association and the members within the bargaining unit are entitled to and bound by the personnel handbook issued by the County of Monmouth and specifically endorse the provisions of the latest handbook, to the extent that those provisions are not covered by this Agreement.

ARTICLE 26

WORK RULES

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

ARTICLE 27

GRIEVANCE PROCEDURE

Section 1: The purpose of this procedure is to secure equitable solutions to problems which may arise from time to time effecting 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, or any dispute concerning terms and conditions of employment.

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

Step 1. The Association shall present the grievance under Step 1 to the Warden or, if the grievance is not subject to the jurisdiction of the Warden, the Association shall present the grievance to the immediate supervisor. The grievance shall be presented in writing within ten (10) working days of its occurrence. The Warden, or the immediate supervisor, as the case may be, shall respond within seven (7) working days of receipt of the grievance.

Step 2. If the Association is not satisfied with the decision of the Warden, or immediate supervisor at Step 1, the grievance shall be presented in writing to the next level of authority within seven (7) working days after Step 1. For the purpose of this grievance procedure, the next level of authority shall be considered the Sheriff. The Sheriff shall, within seven (7) working days of the receipt of the written grievance, arrange a meeting, which meeting shall occur within seven (7) working days thereafter, with the Association. The Sheriff shall give the Association his written answer to the written grievance within three (3) working days after the date of such meeting.

In the event the grievance is not settled at Step 2 of this procedure, the Association may elect to proceed through Civil Service or Step 3 of this grievance procedure. However, upon election of

either the Civil Service procedure or Step 2 of this grievance procedure, the choice of the Association then becomes exclusive in nature and he cannot avail himself at a later time of the procedure not used by him to settle a grievance.

Step 3. If the grievance is still unsettled, the Association may, within fifteen (15) days after the reply of the Sheriff is due, by written notice to the Sheriff, request arbitration. Said arbitration shall be through the New Jersey State Board of Mediation, the expense of which shall be shared equally by the Sheriff and the Association. The decision of arbitration shall be final and binding on both parties.

The time requirements established herein may be relaxed for good cause.

ARTICLE 28

DEPARTMENTAL HEARING

Any Officer called in for any disciplinary hearing shall have a departmental hearing. The Officer and P.B.A. shall be notified in writing at least five (5) working days in advance of said hearing. Said written notice shall include specific charges and tentative disciplinary action.

The parties to this Agreement are in the process of preparing a procedure for the governance of disciplinary proceedings. Upon completion of said procedure, it is agreed that same shall be considered as incorporated herein by reference and made a part hereof.

ARTICLE 29

PROBATIONARY PERIOD

(a) New provisional employees shall serve a three (3) month probationary period. The Employer has the right to remove said employee after such probationary period provided said period has not been satisfactory in accordance with standards established by Employer.

Dismissal during this period shall not be subject to the grievance procedure. It is understood that employees serving in this category shall not be subject to the Agency Shop provisions until the completion of the probationary period. It is also understood that the Employer shall not require these employees to undergo a new three (3) month probationary period when subsequently appointed permanently from a Civil Service list.

(b) New permanent employees shall serve a three (3) month probationary period. Employer has a right to remove said employee after such probationary period provided said period has not been satisfactory in accordance with the standards by the Employer. Dismissal during this period shall be subject to the grievance provision of this contract. Employees in this category shall, immediately upon appointment, be subject to the Agency Shop provisions of this contract.

(c) It is understood that the three (3) month probationary period shall also apply to those employees who have been in the service, but have been promoted to a higher title either permanently or provisionally. The Employer has the right to remove said employee after such probationary period provided said period has not been satisfactory in accordance to standards set by the Employer. Removal from the higher title shall be subject to the grievance procedure. It is understood that employee shall have the right to the previous title should the probationary period in the higher title prove unsatisfactory.

ARTICLE 30

SAVINGS CLAUSE

If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable or not in accordance with applicable statutes, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE 31

MUTUALITY

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

ARTICLE 32

PAYCHECK RELEASE

It is stipulated and agreed that the paychecks for the midnight to 8:00 a.m. shift shall be available on Thursday to be released to employees actually working on said shift prior to 8:00 a.m. on Friday morning. It is understood that in order to implement this process the Finance Department must be notified in writing by the Warden prior to noon on that Thursday.

ARTICLE 33

JOINT SAFETY COMMITTEE

During the calendar year 1981 a Joint Safety Committee shall be established consisting of membership of both Management and P.B.A.

ARTICLE 34

AGENCY SHOP

REPRESENTATION FEE IN LIEU OF DUES

A. Purpose of Fee

If an employee covered by this Agreement does not become a member of the Association during any membership year (i.e., from January 1 to the following December 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

B. Amount of Fee

1. Notification

Prior to the beginning of each membership year, the Association will notify the County in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by nonmembers will be equal to 85% of that amount.

2. Legal Maximum

In order adequately to offset the per capita cost of services rendered by the Association as majority representative, the representation fee should be equal in amount to the regular membership dues, initiation fees and assessments charged by the Association to its own members, and the representation fee has been set at 85% of that amount as permitted by law.

3. Deduction and Transmission of Fee

1. Notification

Once during each membership year covered in whole or in part by this Agreement, the Association will submit to the County a list of those employees who have not become members of the Association for the then current membership year. The County will deduct from the salaries of such employees, in accordance with paragraph 2 below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Association.

2. Payroll Deduction Schedule

The County will deduct the representation fee in equal installments as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question and until such time as a new Agreement is executed. The

deductions will begin with the first paycheck paid:

(a) Ten (10) days after receipt of the aforesaid list by the County; aor

(b) Thirty (30) days after a permanent employee begins his or her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the County in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employment in a bargaining unit position, whichever is later.

(c) Three (3) months after a provisional employee begins his or her employment in a bargaining unit position unless the employee previously served in a bargaining unit position and continued in the employ of the County in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employment in a bargaining unit position, whichever is later.

3. Termination of Employment

If an employee who is required to pay a representation fee terminates his or her employment with the County before the Association has received the full amount of the representation fee to which it is entitled in this Article, the County will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

4. Mechanics

Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the

same as those used for the deduction and transmission of regular membership dues to the Association.

5. Changes

The Association will notify the County in writing of any changes in the list provided for in paragraph 1 above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the County received said notice.

6. New Employees

On or about the last day of each month, beginning with the month this Agreement becomes effective, the County will submit to the Association, a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles and dates of employment for all such employees.

D. The Association agrees to establish and maintain a "demand and return" system whereby employees who are required to pay the representation fee in lieu of dues may demand the return of the "pro rate share", if any, subject to refund in accordance with the provisions of N.J.S.A. 34:13:A5.4, as amended. The demand and return system shall also provide that employees who pay the representation fee in lieu of dues may obtain review of the amount paid through full and fair proceedings placing the burden of proof on the Association. Such proceedings shall provide for an appeal by either the Association or the employee to the review board established for such purposes by the Governor in accordance with N.J.S.A. 34:13:A5.4, as amended.

ARTICLE 35

MAINTENANCE OF STANDARDS

It is the intention of the parties hereto that during the term of this Agreement all terms and conditions of employment, established past practices, and other benefits presently in existence for unit members, but which are not specifically listed in this contract, shall be continued at the same level and in the same manner as presently in existence.

ARTICLE 36

VISITATION RIGHTS

The President of the P.B.A., or his 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 unreasonably interfere with County operations.

ARTICLE 37

JUST CAUSE PROVISION

The Employer shall be entitled to terminate, demote or otherwise discipline for just cause.

ARTICLE 38

TERM AND EXTENT OF AGREEMENT

This Agreement shall be effective January 1, 1981 and shall continue in full force until December 31, 1983, or until a new Agreement is executed.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures this 15 day of December, 1980

ATTEST:
Paul Keenan

COUNTY OF MONMOUTH
[Signature]

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

ATTEST:
William Myles

[Signature]

APPENDIX "A"

COUNTY CORRECTION OFFICER/SHERIFF'S OFFICER

<u>New Employees</u>	<u>1981</u>	<u>1982</u>	<u>1983</u>
11/1/80-10/31/81	\$10,500	\$12,000	\$12,900
11/1/81-10/31/82		\$11,000	\$11,825
11/1/82-10/31/83			\$11,500

COUNTY CORRECTION OFFICER/SHERIFF'S OFFICER

<u>Present Employees</u>	<u>1981</u>	<u>1982</u>	<u>1983</u>
\$ 9,928	\$10,500	\$12,000	\$12,900
Hired after 10/31/80			
\$ 9,928	\$11,000	\$12,540	\$13,481
\$10,345	\$12,000	\$14,000	\$15,265
\$11,286	\$13,000	\$15,200	\$16,340
\$12,540	\$14,300	\$16,500	\$17,738
\$13,794	\$15,500	\$17,500	\$18,813
\$15,090	\$16,800	\$19,000	\$20,425
\$16,929	\$19,000	\$21,000	\$22,575
\$17,929	\$20,000	\$22,000	\$23,650

CHIEF I.D. OFFICER

\$17,883	\$19,500	\$21,500	\$23,113
\$17,452	\$20,000	\$22,000	\$23,650
\$17,974	\$20,000	\$22,000	\$23,650
\$18,288	\$20,000	\$22,000	\$23,650

COUNTY CORRECTIONAL LIEUTENANT

\$18,810	\$21,000	\$23,000	\$24,725
\$20,064	\$22,000	\$23,000	\$24,725

NOTE: The above are base rates - college credits will be added to the base salary.

APPENDIX "B"

COVERAGE FOR THE MONMOUTH COUNTY CORRECTIONAL INSTITUTION

THIS SCHEDULE IS FOR MONDAY - FRIDAY , 8-4 SHIFT MINIMUM
POST ASSIGNMENTS.

A	1	AT LARGE	1
B	1	FLOOR SUPERVISOR OIC	1
C	1	PURCHASING	1
D	1	LAUNDRY	1
TR	1	TRAINING CORR.	1
E	1	CLOTHING	1
F	1	COURT HOUSE CLEAN-UP	1
CIV. 1	1	TRANSPORTATION	5
CIV. 2	1	SHIFT SUPERVISOR	1
MAIN CONTROL	1		
LOWER CONTROL	1		
SALLY PORT	1		
BOOKING	4		
MEDICAL WING	2		
COMMISSARY	1		
KITCHEN	2		

APPENDIX "B"

COVERAGE FOR THE MONMOUTH COUNTY CORRECTIONAL INSTITUTION

8-4 SHIFT, SATURDAY - SUNDAYS - HOLIDAYS. MINIMUM POST

ASSIGNMENTS:

A WING	1	KITCHEN	1
B WING	1	AT LARGE	1
C WING	1	SUPERVISOR	1
D WING	1	O.I.C. MAIN FLOOR	1
TR WING	1		
E WING	1		
F WING	1		
CIV. 1 WING	1		
CIV. 2 WING	1		
MAIN CONTROL	1		
LOWER CONTROL	1		
SALLYPORT	1		
BOOKING	3		
MEDICAL WING	1		
COMMISSARY	1		

ON VISITING DAYS AN ADDITIONAL TWO (2) MEN WILL BE REQUIRED.

APPENDIX "B"

COVERAGE FOR THE MONMOUTH COUNTY CORRECTIONAL INSTITUTION

THIS SCHEDULE IS A 7 DAY OPERATION, 12-8 SHIFT - MINIMUM
POST ASSIGNMENT:

SHIFT SUPERVISOR	1
FLOOR SUPERVISOR O.I.C.	1
AT LARGE	1
A WING	1
B WING	1
C WING	1
D WING	1
E WING	1
F WING	1
TR WING	1
CIVIL 1	1
CIVIL 2	1
MAIN CONTROL	1
LOWER CONTROL	1
MEDICAL WING- SALLYPORT	1
BOOKING	2
WOMENS QUATERS	2

17 MALE

2 FEMALE

APPENDIX "B"

COVERAGE FOR THE MONMOUTH COUNTY CORRECTIONAL
INSTITUTION. THIS SCHEDULE IS A 7 DAY OPERATION,
4-12 MINIMUM POST ASSIGNMENTS.

SHIFT SUPERVISOR	1
FLOOR SUPERVISOR O.I.C.	1
AT LARGE	1
A WING	1
B WING	1
C WING	1
D WING	1
E WING	1
F WING	1
TR WING	1
CIVIL 1	1
CIVIL 2	1
MAIN CONTROL	1
LOWER CONTROL	1
MEDICAL WING	1
BOOKING	2
SALLYPORT	1
FEMALE	2

3 MALE

2 FEMALE