

2-0039

13:00

3-10-74
12-31-74

THIS AGREEMENT, made this 14th day of March,

1974, by and between the County of Monmouth by its authorized officials hereinafter referred to as the Employer and The Monmouth County Correction Officer's Association Inc., P.B.A. Local No. 240, a non-profit corporation of the State of New Jersey, hereinafter referred to as the Association.

W I T N E S S E T H:

1. REPRESENTATION AND BARGAINING UNIT

The Employer recognizes the Association as the sole and exclusive collective bargaining agency of the Employees in the following job classifications for the purposes of negotiating and setting the terms and conditions for their employment:

- (a) County Correction Officer
- (b) County Correction Sergeant
- (c) County Correction Lieutenant
- (d) Sheriff's Officers (including those employed at the Identification Bureau)

2. SUPERVISORS

(a) Supervisors shall not have the right to be represented in the bargaining unit designated the Association.

(b) The term "Supervisor" means any individual having authority, in the interest of the Employer, to hire, transfer, suspend, lay-off, recall, promote, discharge, or effectively recommend the same.

3. RIGHTS OF INDIVIDUALS

Nothing contained in this article shall abridge the rights of the County of Monmouth, its agents, and Employees, under the Laws of the State of New Jersey.

4. SALARY

(a) Effective January 1, 1974, all correction officers in the bargaining unit are to receive an increment of \$351.00 which shall be added to their 1973 salary, plus a 5.5% salary increase of the total of the above two figures. The new starting salary of correction officers shall be \$7,774.00.

(b) Effective January 1, 1974, county correction sergeants and county correction lieutenants will be paid salaries in accordance with Schedule A attached hereto and made a part hereof.

(c) PROMOTIONS:

Effective January 1, 1974, any person promoted to sergeant or lieutenant will be paid in accordance with the step procedures outlined in Schedule A. The last date of hiring will determine the time in service and the salary range step which is applicable to the person promoted.

5. ASSOCIATION TIME

One (1) State delegate shall be allowed twelve (12) paid days for attendance at State P. B. A. meetings plus four (4) paid days for attending 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 (20) paid days.

Four (4) paid days shall be allowed for P. B. A. Convention Delegate elect to attend P. B. A. convention.

Four (4) paid days shall be allowed for P. B. A. President to attend P. B. A. convention.

6. UNIFORM ALLOWANCE

(a) Employer agrees to credit each Employee with the sum of \$150.00 per year as a uniform allowance.

(b) Employer agrees to take all necessary steps to insure that the uniform allotment and the contract to supply the uniform are completed in all respects on or before July 1st of each year.

(c) The Employees have the right to pick whatever items of regulation uniform equipment that they might need, excluding shoes up to the amount of the allowance set forth herein.

(d) The \$150.00 figure referred to in 6(a) shall be based upon the actual cost of the items of clothing to the Employer and not the list or estimated price.

7. TESTING

The Employer shall request civil service testing not less than four (4) times per year and shall publicly post the results of said testing.

8. GRIEVANCE PROCEDURE

STEP NO. 1: The warden or Employee having a grievance shall present it in the first instance to the other party within ten (10) working days

after the occurrence of the event out of which the grievance arises. If the Employee so requests, his representative shall be present.

STEP NO. 2: If the Employee is not satisfied with the decision of the Warden at the First Step, the grievance shall be put in writing, signed by the Employee and presented to the Employee's next level of authority within seven (7) working days after the decision of the Warden. For the purpose of this grievance procedure, the Employee's next level of authority shall be considered the Sheriff. Copies of the written grievance shall be forwarded to the Sheriff and the Association. The Sheriff shall, within five (5) working days of the receipt of the written grievance, arrange a meeting, which meeting shall occur within five (5) working days thereafter, with the Employee and his representative. The Sheriff shall give the Employee and 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 No. 2 of this procedure, the Employee may elect to proceed through Civil Service or Step No. 3 of this grievance procedure. However, upon election of either the Civil Service procedure or Step No. 3 of this grievance procedure, the choice of the Employee 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 NO. 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.

In using the procedure established herein, an Employee is entitled at each step to be represented by an attorney of his own choosing or by a bona fide member or members of the union designated to represent him pursuant to this agreement.

9. EQUAL TREATMENT

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

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 nonmembership.

10. WORK RULES

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

11. 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.

12. MANAGEMENT RIGHTS CLAUSE

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.

13. DUES CHECK-OFF AND INDEMNITY CLAUSE

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 (15th) 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 judgments brought or issued against the County with regard to the dues checkoff, except for any claims that result from negligent or improper acts of the Employer or its agents or servants.

14. 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 of 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.

15. MUTUALITY

All provisions are mutual covenants and subject to the other parties

not breaching any other provisions of this collective bargaining agreement.

16. HANDBOOK

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

17. OVERTIME

(a) The Sheriff has the right to schedule overtime work as required in a manner most advantageous to the Jail and consistent with the requirements of County correctional officers and the public interest.

(b) Overtime opportunities will be distributed as equally and practicable among Employees in the same job classification, department, and shift.

(c) Time and one-half of the Employee's regular rate of pay shall be paid for work under the following conditions, but compensation shall not be paid twice for the same hours.

(d) Weekly . . . All work performed in excess of the regular work week of forty (40) hours.

(e) All overtime work in excess of the forty (40) hour week shall be compensated on the basis of time and one-half for all overtime

work but 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.

18. HOURS OF WORK

(a) The regular hours of work each day shall be consecutive, except for interruptions for lunch periods and coffee breaks. Reference to consecutive hours of work in the balance of the hours of work shall be construed generally to include:

(b) The work week shall consist of five (5) consecutive 8-1/2 hours on premises or off premises at work. Said period of time shall include two (2) fifteen minute breaks and a thirty minute period for meal. Said 8-1/2 hour period multiplied by five (5) days shall be equivalent to forty (40) hours and a full work week.

(c) Work schedules showing Employee's shifts, work-days and hours shall be posted on all department bulletin boards.

19. 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.

20. HOSPITALIZATION INSURANCE COVERAGE

The parties agree that the Association and the members covered thereby shall obtain the benefit of full family coverage to the hospitalization plan.

21. HOLIDAYS

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

- | | |
|--------------------------|----------------------|
| 1. New Years Day | 7. Labor Day |
| 2. Lincoln's Birthday | 8. Columbus Day |
| 3. Washington's Birthday | 9. Election Day |
| 4. Good Friday | 10. Veteran's Day |
| 5. Memorial Day | 11. Thanksgiving Day |
| 6. Independence Day | 12. Christmas Day |

(a) If a holiday falls during an Employee's vacation, his regular day off, or during scheduled work day, he shall be given compensatory time off at his regular rate of pay.

(b) 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.

(c) When an employee is scheduled to work on a special holiday, he shall be given compensatory time off at regular pay.

22. TRAINING

The Employer agrees to continue the training program for correction 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 spring and one eight (8) week course in the fall. 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 officers will attend except those on holiday, vacation, or excused by the training officer or the Warden.

23. TERMINATION

This agreement shall be effective as of the date full execution of the same and shall remain in full force and effect until December 31, 1974. It shall be automatically renewed from year to year thereafter, unless either party shall notify the other in writing sixty (60) days prior to the anniversary date that it desires to modify this agreement. In the event that such notice is given, negotiations shall begin not later than thirty (30) days prior to the anniversary date. This agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this agreement is provided to the other party in the manner set forth in the following paragraph.

In the event that either party desires to terminate this agreement written notice must be given to the other party not less than ten (10) days

prior to the desired termination date which shall be before the anniversary date set forth in the preceding paragraph.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first above written.

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

By Eric Allen

By Edward J. Shulack

By James H. Bawley

THE COUNTY OF MONMOUTH

By Paul Korman

DATE OF HIRE TITLE 1973 RANGE 1974 RANGE 1974 INCREASE

COUNTY CORRECTION SGT.

3/16/71	Berryman, Joseph	7369	9102	1732
7/10/70	Bowden, James	7369	9516	2147
7/10/70	Bryant, Donald	7369	9516	2147
5/10/71	Carrabba, Peter	7369	9102	1733
10/22/70	Garcia, William	7369	9516	2147
7/10/70	Crzesik, Frank	7369	9516	2147
7/1/70	Schlaefer, Robert	7369	9516	2147

COUNTY CORRECTION LT.

4/20/70	Daniels, Cliff.	8018	10,091	2073
6/1/66	Daniels, Max	8823	11,694	2585
7/23/69	Mareno, Angelo	8018	10,530	2512
8/14/69	Sheffield, Thomas	7785	10,530	2745
6/1/58	Austen, John	10,631	11,694	1063