

*Contract no. 128*

AGREEMENT

BETWEEN

MONMOUTH COUNTY SHERIFF and  
MONMOUTH COUNTY BOARD OF CHOSEN FREEHOLDERS

and

UNITED FOOD AND COMMERCIAL WORKERS  
LOCAL 56, AFL-CIO

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JANUARY 1, 1992 through DECEMBER 31, 1994

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This Agreement, made this            day of            , 1992,  
by and between the MONMOUTH COUNTY SHERIFF [hereinafter referred  
to as the Employer], the MONMOUTH COUNTY BOARD OF CHOSEN  
FREEHOLDERS [hereinafter referred to as the Employer-Funding  
Agent or County] and the UNITED FOOD AND COMMERCIAL WORKERS,  
LOCAL 56, AFL-CIO, [hereinafter referred to as the Union].

PREAMBLE

This Agreement is entered into between the Employer, the Employer-Funding Agent and the Union with the desire and intent of continuing and promoting harmonious relations between the Employer and its employees and to establish an equitable procedure for the resolution and establishment of rates of pay, hours of work and other terms and conditions of employment.

ARTICLE 1  
RECOGNITION

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 white collar clerical employees of the Employer within the Sheriff's Office and within the Monmouth County Correctional Institution, but excluding managerial executives, confidential employees, and professional employees of the Office of the Sheriff and all other employees. The title of Chief Clerk is included, but without prejudice to exclude this title from recognition in a successor contract. The clerical assigned to each Undersheriff and to the Warden and Deputy Warden are excluded as well as the clerical assigned to the Jail's investigation unit.

## ARTICLE 2

### UNION RIGHTS/AGENCY SHOP

Section 1. Stewards. The Union may designate three stewards and three alternate stewards, which designation shall be in writing to the Employer and may be changed on due notice to the Employer. The designated stewards or alternates shall be entitled to schedule a cumulative total four (4) days of union leave within each year of this agreement. Such leave shall be requested in advance and in writing and must be approved by the Employer prior to the leave.

Section 2. Visitation Policy. The authorized representative of the Union may have access to the working area on application to the Monmouth County Sheriff and in his discretion, provided, however, that such representative shall not interfere with members of the unit or their work nor cause them to neglect their work, nor otherwise interrupt any work.

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

Section 4. Hold harmless. The Union 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.

ARTICLE 3  
MANAGEMENT RIGHTS

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.

This contract shall not be interpreted to in any way superintend the statutory or constitutional duties or obligations



of the Monmouth County Sheriff's Office, nor shall it be construed to deny or restrict the Employer-Funding Agent, County of Monmouth by the Monmouth County Board of Chosen Freeholders, of its powers, rights, duties or responsibilities under the laws or constitution of the State of New Jersey or as previously exercised.

ARTICLE 4  
GRIEVANCE PROCEDURE

A "grievance" shall be defined as any controversy or dispute arising between the parties hereto relating to the alleged violation of, interpretation or application of any of the provisions of this Agreement.

A grievance to be considered in this procedure must be initiated by the employee within five (5) working days from the time the employee knew or should have known of its occurrence.

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.

It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Employer until such grievance has been fully determined.

STEP ONE:

The grievance shall be discussed with the employee involved and the immediate supervisor. The answer shall be in writing and made within three (3) working days by such immediate supervisor, to the employee.

**STEP TWO:**

If the grievance is not settled through Step One, the ~~same~~ shall within five (5) working days be reduced to writing by the Union and submitted to the Department Head and the Sheriff and the answer to such grievance shall be made in writing, with a copy to the Union and the Sheriff within five (5) working days of submission.

**STEP THREE:**

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

**STEP FOUR:**

If the grievance is not settled through Step Three then the aggrieved shall have the right within five (5) working days to pursue all legal remedies afforded by the provisions of the Civil Service Act.

If the grievance is not settled at Step Three and the aggrieved does not elect to pursue his grievance under the Civil Service Act, then the Union shall have the right within five (5) working days to submit such grievance to the Monmouth County Sheriff, in which case the decision of the Sheriff or his designee shall be final and shall be rendered with reasonable

**promptness.**

**Any proceeding under this grievance procedure shall be held after the normal work day.**

## ARTICLE 5

### SALARY

Section 1. Effective January 1, 1992, employees employed on or before December 31, 1991, shall receive a wage increase of five percent (5.0 %) over 1991 wage levels. This amount shall be paid retroactive to January 1, 1992.

Section 2. Effective January 1, 1993, employees employed on or before December 31, 1992, shall receive a wage increase of five percent (5 %) over 1992 wage levels.

Section 3. Effective January 1, 1994, employees employed on or before December 31, 1993, shall receive a wage increase of five percent (5 %) over 1993 wage levels.

Section 4. In the event that the County voluntarily gives a general wage increase to its unrepresented employees of greater than the percentage stated herein for 1992, 1993 or 1994, then the above appropriate section shall be amended to reflect that greater amount.

Section 5. Clerical employees regularly assigned to work at the Monmouth County Correctional Institution [Jail] shall receive an additional \$ 500.00 in annual salary.

Section 6. A recalculation of wages shall be done to correct any discrepancy resulting from deduction of monies paid under Union vision plan prior to annual increases given in 1990 and 1991.

## ARTICLE 6

### HOURS OF WORK/OVERTIME

The standard work day in the Sheriff's office shall consist of seven hours. In addition, there shall be 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. The standard work day in the Jail shall consist of eight hours, which shall include a paid lunch period and two fifteen minute coffee breaks scheduled by the Employer during the first and second half of the work day.

Within the Sheriff's Office, the standard work week shall consist of thirty-five hours in five consecutive days, Monday through Friday, from 8:30 a.m. to 4:30 p.m daily. Within the Jail, the standard work week shall be as assigned by the Employer. The existing practice which allows for flexible time scheduling with the approval of the Supervisor shall be continued.

Premium pay shall be paid at the rate of one and one-half times the employee's regular rate for hours worked in excess of forty hours in a week; time and one-half will be paid for all Saturday or Sunday work. Premium pay shall be paid and not taken as compensatory time.

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

scheduled or unscheduled overtime.

An employee who is absent for a period of five (5) calendar days or more, without reporting to the Employer, shall be considered as having resigned not in good standing. An unauthorized absence will result in the loss of that day's pay and the employee must notify the department head within fifteen minutes of assigned work on return to work.

**ARTICLE 7**

**SENIORITY**

Seniority shall be defined as an employee's total length of continuous service with the Employer, beginning with the last date of hire. Employees who have the same date of hire shall have their seniority determined alphabetically, with "A" being most senior and on to "Z" as least senior.



## ARTICLE 8

### PROMOTIONS AND JOB POSTING

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

A job opening in the bargaining unit and notices of examination shall be posted on an appropriate bulletin board for a period of five working days.

There will be a promotion of the present Timekeeper to the title of Senior Timekeeper with a six percent (6 %) promotional raise given effective December 31, 1991. The clerical in charge of mortgage foreclosures shall be given a one-time increase of \$ 1,000.00 as recognition of additional duties and responsibilities assumed, effective December 31, 1991.

**ARTICLE 9**  
**REDUCTION IN FORCE**

When the Employer deems it necessary to lay off employees in a given class, the Union shall be notified and the conditions outlined below shall be observed:

1. Permanent employees within a classification will not be laid off before any emergency appointments, temporary appointments to temporary extra positions, provisional appointments to permanent positions or employees serving in working test periods within the classification affected.

2. The Employer shall provide a minimum of forty-five (45) calendar days notice of lay off to any permanent employee to be affected in accordance with New Jersey Department of Personnel rules and regulations.

3. Job classification seniority shall be a determining factor to be considered when identifying which permanent employees are to be laid off according to New Jersey Department of Personnel rules and regulations.

Permanent employees affected by lay off requirements may exercise bumping rights within their job classification or to equated or lower rated job classifications as provided according to New Jersey Department of Personnel rules and regulations.

The name of the permanent employee who is laid off shall be placed on a special reemployment list. Persons on such list will be given preferential consideration over any other type

of applicant for appointment to the job classification and no new employee shall be hired to that classification until all employees on lay off status desiring to return to work shall have been recalled, provided such employees on lay off status are capable of returning to work. The employee must provide the Employer with any address change while waiting for recall. The preferential list shall be in effect for such period as provided for by New Jersey Department of Personnel rules and regulations. If the New Jersey Department of Personnel fails to specify a specific period for such list, then it shall remain in effect for a period of one (1) year.

Permanent employees will be recalled to work in the reverse order in which they were laid off. Notice of recall will be made in writing by certified mail to the employee's home address of record.

An employee who is recalled must respond within five (5) calendar days of the date of receipt of the notice of certification for recall or within ten (10) days of the mailing or be considered to have abandoned his recall rights and resigned.

An employee recalled to his former job classification must report for reinstatement within the specified time limits or be considered to have resigned.

An employee recalled to job classification with a lower salary rate than his previous job classification may refuse such position but will not be eligible for further recall.

An employee on lay off accrues no additional sick leave or vacation credits. When an employee is recalled from lay off and reinstated, he is considered to have continuous service credit for computation of future earned vacations.

## ARTICLE 10

### VACATIONS

Vacation leave with pay shall be provided as follows:

- A. One working day for each month worked during the first calendar year of employment.
- B. Twelve working days per year after the first calendar year of employment up to and including five years of service, earned at one day per month.
- C. Fifteen working days per year beyond five and up to and including twelve years, earned at one and one fourth (1 1/4) days per month.
- D. Twenty working days per year beyond twelve and up to and including twenty years, earned at one and two thirds (1-2/3) days per month.
- E. Twenty-five working days per year after twenty years of employment, earned at two and one twelfth (2-1/12) days per month.
- F. Bargaining unit members shall be permitted to carry over up to five (5) days of vacation time into the next calendar year, subject to the approval of the department head.

Employees must work a minimum of six (6) months to be eligible for vacation time off. An employee who is employed for more than six (6) months during the first calendar year of employment shall have that year included in the computation for years of service in determining vacation leave. An employee with

six months or less service during the first calendar year of employment shall not have that period included in the computation for years of service in determining vacation leave.

Vacation is granted upon recommendation of the department head with the approval of the Employer, scheduled with full consideration for the effective operation of the department. Employees with the greatest length of service receive preference in choice of vacation period insofar as effective staffing requirements permit.

At the time of separation from service, the employee shall be entitled in time or in pay to any vacation accumulated and not previously used. If the employee has used anticipated, but unearned vacation leave, he must make compensation for the time used. An employee must terminate after the fifteenth of the month to be credited with service for that month. In determining the monthly computation days for earned vacation, employees hired between the first and the fifteenth of the month will be credited for vacation leave purposes. Any employee hired after the fifteenth of the month will not receive credit for that particular month.

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

ARTICLE 11

HOLIDAYS

The following days shall be recognized as paid holidays:

1. New Year's Day
2. Martin Luther King's Birthday
3. Lincoln's Birthday
4. Washington's Birthday
5. Good Friday
6. Memorial Day
7. Independence Day
8. Labor Day
9. Columbus Day
10. General Election Day
11. Veteran's Day
12. Thanksgiving Day
13. Christmas Day

Any other holidays granted to other employees of the County of Monmouth by Resolution of the Board of Chosen Freeholders, by the Governor of the State of New Jersey or the Chief Justice of the New Jersey Supreme Court or the President of the United States shall also be recognized as paid holiday; provided, however, if the Courts are open on such "other holiday," it shall be deemed a regular workday and not a holiday, nor a paid holiday.

Holidays falling on a Sunday will be observed on the following Monday; holidays falling on a Saturday will be observed on the preceding Friday.



ARTICLE 12

SICK LEAVE

Sick leave shall be defined as absence from post of duty of an employee because of illness, accident, exposure to contagious disease, or attendance upon a member of the employee's immediate family seriously ill requiring the constant care of such employee, but such sick leave shall not include any extended period where the employee serves as nurse or housekeeper during this period of illness.

Eligible full-time employees shall earn sick leave according to the following schedule:

(1) One (1) day per month worked during the first calendar year of employment; and

(2) Fifteen days per year advanced at the beginning of the calendar year following the first full year of employment.

(3) Sick leave can be taken in less than full periods, it being understood and agreed that an absence from work for four (4) hours or less shall be considered one-half (1/2) day, and absence from work for four (4) hours or more shall be considered as one (1) full day.

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

If an employee is absent for reasons that entitle him to sick leave, his supervisor shall be notified promptly and not

less than one-half (1/2) hour before the employee's usual or scheduled reporting time. Failure to so notify may be cause of denial of the use of sick leave for that absence and constitute cause for disciplinary action. Calls concerning absences must be repeated daily.

The employer may require proof of illness of an employee on sick leave, however, an employee who shall be absent on sick leave for five or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness. An employee who has been absent for periods totaling ten (10) days one calendar year consisting of periods of less than five (5) days, may be required to submit acceptable medical evidence for any additional sick leave in that year unless such illness is of a chronic or recurring nature requiring recurring absences of one day or less in which case only one certificate is necessary for a period of six months.

ARTICLE 13  
BEREAVEMENT LEAVE

All full-time employees are entitled to use up to three (3) bereavement days leave with pay. Bereavement days shall be permitted upon each death occurring in the employee's immediate family, defined as:

1. Spouse
2. Children
3. Parents (parental in-laws)
4. Brother
5. Sister
6. Grandparents of employee or spouse
7. Grandchildren
8. More distant relatives if living as member of the employee's immediate household.

The employee's immediate supervisor must be notified when the employee is absent for bereavement reasons. Reasonable proof of death and relationship may be required by the Employer.

## ARTICLE 14

### LEAVES OF ABSENCE

Section 1. Personal Days. All permanent, full-time employee shall be entitled to three (3) personal days per year with pay.

Request for personal days shall be made in writing and approved in advance of the requested date or dates from the employee's immediate supervisor. Application for personal days shall be made at least five (5) working days in advance unless in case of emergency.

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

Personal days shall not be granted at the beginning or end of a vacation, or paid holiday, except in case of emergency or death in the immediate family.

Personal days must be used within the calendar year and shall not be cumulative from year to year.

Section 2. Leave Without Pay. All permanent, full-time employees may be granted a leave of absence without pay for a period not to exceed six (6) months at any one time, provided, however, that it is agreed that approval of leave is an administrative decision. Consideration to be made in granting such leaves will concern itself in whether it will bring about increased job ability, protection or improvement of employee's health, or furtherance of a program interest at the Sheriff's

Office. This provision shall not be subject to grievance.

Section 3. Maternity Leave. Permanent, full-time female employees who have completed their working test period may request that earned and accumulated sick leave be granted during the time prior to the expected date of confinement (date of delivery) and for one (1) month after the actual date of confinement.

Section 4. Military Leave. Any full time employee who is a member of the National Guard, Naval Militia, Air National Guard, or a reserve component of any of the Armed Forces of the United States of America and is required to engage in field training, shall be granted a military leave of absence with regular pay for the period of such training as authorized by law. (N.J.S.A. 38:23-1.1). This paid leave of absence is in addition to any vacation pay.

When a full time employee has been called to active duty or induction into the military or naval forces of the United States, they shall be granted indefinite leave of absence without pay for the duration of such active military service, provided they do not voluntarily extend such service. Extension of services will be considered a voluntary resignation.

Each employee must be reinstated without loss of privileges, seniority, or pension rights if the employee reports to duty within sixty (60) days of their honorable discharge from military service.

In the case of service connected illness or wound which

prevents employees from returning to employment, such leave shall be extended until three months after recovery, but not beyond two years after discharge.

**ARTICLE 15**  
**MEDICAL COVERAGE**

Section 1. Medical/surgical and major medical insurance shall be provided by the County's self-insurance plan presently administered by the Rasmussen Agency.

Section 2. It is agreed that the present medical coverage offered generally by the County to its employees shall continue in force for the duration of this Agreement.

It is understood that should any other bargaining unit of the Employer-Funding Agent obtain an improved health benefit during the life of this Agreement, the said Employer-Funding Agent and the Union shall immediately reopen negotiations for the specific purpose of negotiating the issue of implementation of such benefit.

Section 3. The County shall agree to make additional deductions on behalf of the Union for a Union sponsored dental plan and in the amount of \$ 20.00 per month per employee. The deductions shall be made in accordance with the instructions from the Union to the extent possible.

Section 4. Hold harmless. The Union agrees to indemnify and hold the County and the Sheriff harmless against any and all claims, suits, orders or judgments brought or issued against the County and/or the Sheriff with regard to the deductions set forth above, except for any claims that result from negligent or improper acts of the Employer or its agents or

servants.



ARTICLE 16  
BULLETIN BOARDS

Section 1. The Employer agrees to maintain a bulletin board for the use of the Union, provided, however, that materials to be posted will be delivered to the Employer at least two days in advance of posting with a requested posting date and removal, and provided further that no material shall be posted unless approved by the Employer, which approval shall not be unreasonably withheld.

Section 2. The Union may post notices of meetings, official Union business, or social and recreational events. No material may be posted which contains profane or obscene language or which is defamatory of the Employer or Employer-Funding Agent or their representative or employees or is otherwise critical of or condemns their methods, policies or practices. No election campaign material shall be posted.

## ARTICLE 17

### UNION/MANAGEMENT MEETINGS

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

These meetings are not intended to circumvent the grievance procedure, but are to encourage open and free of existing problems concerning both parties.

Section 2. The Union and the Employer agree to establish an evaluation committee to review clerical titles and salaries. A report shall be generated and provided to the Employer-Funding Agent.

ARTICLE 18

COMPLETE CONTRACT

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

ARTICLE 19

DURATION OF CONTRACT

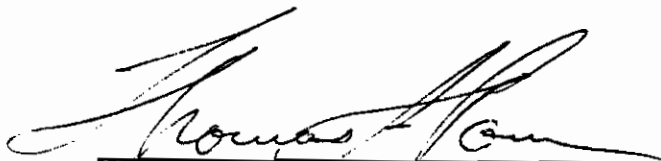
The provisions of this Agreement shall be effective January 1, 1992 and shall continue and remain in full force and effect to and including December 31, 1994 when it shall expire unless an extension is agreed to by both parties and expressed in writing prior to such date. If either party wishes to terminate, amend, or otherwise modify the terms and conditions set forth herein at the time of expiration, he must notify the other party in writing not less than sixty (60) days prior to such expiration date.

FOR THE EMPLOYERS:

FOR THE UNION:

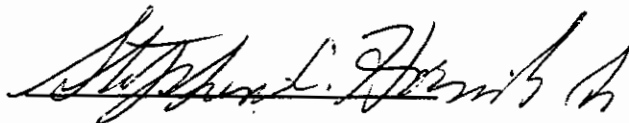


MONMOUTH COUNTY SHERIFF  
by SHERIFF WILLIAM M. LANZARO



MONMOUTH COUNTY BOARD OF  
CHOSEN FREEHOLDERS

by THOMAS J. POWERS  
FREEHOLDER DEPUTY DIRECTOR  
FOR THE EMPLOYER-FUNDING AGENT



Sheila Shemtov

