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A G R E E M E N T

Between

*Monmouth County Board of Supervisors*

MONMOUTH COUNTY SHERIFF/COUNTY OF MONMOUTH

and

MONMOUTH COUNTY PROCESS SERVERS ASSOCIATION

*X* JANUARY 1, 1986 THROUGH DECEMBER 31, 1987

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PREAMBLE

THIS AGREEMENT effective as of January 1, 1986, by and between THE MONMOUTH COUNTY SHERIFF, EMPLOYER, AND MONMOUTH COUNTY BOARD OF CHOSEN FREEHOLDERS, EMPLOYER-FUNDING AGENT and the MONMOUTH COUNTY PROCESS SERVERS ASSOCIATION encompasses the entire Agreement between them and shall encompass the following.

ARTICLE I  
RECOGNITION

Section 1. The Monmouth County Sheriff and Monmouth County Board of Chosen Freeholders 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 employees in the job classification of Process Server.

ARTICLE II

SALARY

1. Any Process Server having an annual base salary of less than \$16,500.00 as of December 31, 1985, shall have his base salary increased to \$16,500.00 effective and retroactive to January 1, 1986.

2. All Process Servers having an annual base salary in excess of \$16,500.00 as of December 31, 1985, shall receive a 7.5% increase in base salary effective and retroactive to January 1, 1986.

3. Effective and retroactive to January 1, 1987, the annual base salary of each Process Server shall be increased by an additional 7.5%.

ARTICLE III

AUTOMOBILE ALLOWANCE

A. Effective January 1, 1986, the automobile allowance shall be increased to \$325.00 per month per employee.

B. Effective January 1, 1987, the automobile allowance shall be increased to \$350.00 per month per employee.

C. The Employer shall automatically pay the automobile allowance on the first of each month.

ARTICLE IV

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 holiday 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 by the President of the United States shall also be recognized as a 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 V

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 (12) working days per year after the first calendar year of employment up to and including five (5) years of service, earned at one (1) day per month.

C. Fifteen (15) working days per year beyond five (5) and up to and including twelve (12) years, earned at one and one-fourth ( $1\frac{1}{4}$ ) days per month.

D. Twenty (20) working days per year beyond twelve (12) and up to and including twenty (20) years, earned at one and two thirds ( $1\frac{2}{3}$ ) days per month.

E. Twenty-five (25) working days per year after twenty (20) years of employment, earned at two and one twelfth ( $2\frac{1}{12}$ ) days per month.

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 (6) 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 of 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 VI

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. One and one-quarter ( $1\frac{1}{4}$ ) days per month worked during each year thereafter.
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 ( $\frac{1}{2}$ ) day, and an absence from work for four (4) or more hours 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 ( $\frac{1}{2}$ ) 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 (5) or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness. An employee who has been absent for periods totalling 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 (1) day or less in which case only one certificate is necessary for a period of six (6) months.

ARTICLE VII  
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 a 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 VIII

LEAVES OF ABSENCE

A. Personal Days: All permanent, full-time employees 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.

B. 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 of interest at the Monmouth County Process Servers Association. This provision shall not be subject to grievance.

C. 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.

ARTICLE IX

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 the most senior and on to "Z" as least senior.



ARTICLE X  
MILITARY SERVICE

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 (3) months after recovery, but not beyond two (2) years after discharge.

ARTICLE XI  
WORKER'S COMPENSATION

Section 1. Any Process Server 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 or a maximum of one (1) year.

Section 2. It is understood that the Employee shall endorse the Worker'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 Worker's Compensation, the Employee shall reimburse the County to the extent of the difference between salary paid by the County and temporary disability payment made by Worker's Compensation.

Section 4. This Article sets forth the statutory procedure and is incorporated for informational purposes only. Claims arising under this Article shall not be subject to the contractual grievance procedure.

ARTICLE XII  
GRIEVANCE PROCEDURE

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

Section 2. A grievance shall mean a complaint that there has been a violation, misinterpretation or inequitable application of any of the provisions of this Agreement 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 Undersheriff or, if the grievance is not subject to the jurisdiction of the Undersheriff, 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 Undersheriff, 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 Undersheriff, 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 the 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 grievance within three (3) working days after the date of such meeting. In the event the grievance is not settled at Step 2, this procedure, the Association may elect to proceed through Civil Service or Step 3 of the 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 Public Employment Relations Commission, the expense of which shall be shared equally by the Employer 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 XIII

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 XIV  
NON-DISCRIMINATION

The County 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 County 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. Discrimination claims may be made to the appropriate administrative agency, having jurisdiction over the subject matter of the dispute.

ARTICLE XV  
MEDICAL COVERAGE

1. Effective January 1, 1985, the County shall provide a prescription insurance plan at a cost to the County not to exceed \$150.00 per year per employee for full family coverage.

2. It is agreed that the present medical coverage shall continue in force for the duration of this Agreement, provided, however, that should any other bargaining unit of the Employer obtain an improved health benefit during the life of this agreement, the said Employer and the Union shall immediately reopen negotiations for the specific purpose of negotiating the issue of implementation of such benefit.

ARTICLE XVI

LEGAL INDEMNIFICATION

Employees shall continue to be covered by County insurance for liability, including false arrest claims, arising out of the performance of their duties.

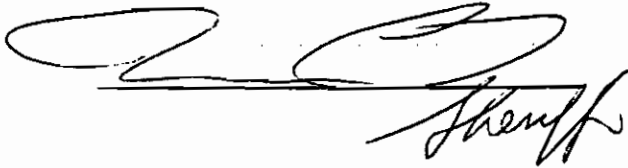


ARTICLE XVII

DURATION OF AGREEMENT

The provisions of this Agreement shall be effective from January 1, 1986 through December 31, 1987, 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.

MONMOUTH COUNTY SHERIFF



MONMOUTH COUNTY BOARD OF  
CHOSEN FREEHOLDERS



MONMOUTH COUNTY PROCESS  
SERVERS ASSOCIATION

