

C O N T R A C T

BE IT KNOWN THAT on this                          day of December, 1970

THE COUNTY OF MONMOUTH, by its authorized officials and hereinafter referred to as the employer;

AND

THE MONMOUTH COUNTY CORRECTION OFFICERS ASSOCIATION, a nonprofit corporation of the State of New Jersey hereinafter referred to as the Association;

make the following agreement with respect to the terms and conditions of employment in the Monmouth County Jail:

A. REPRESENTATION AND BARGAINING UNIT:

The employer recognizes the Association as the sole representative and the exclusive bargaining agent of the employees in the following job classifications for the purpose of discussing proposals and for setting terms and conditions for employment:

- County Correction Officer
- County Correction Sergeant
- County Correction Lieutenant
- County Correction Matron
- Sheriff's Officer including those employed at the Identification Bureau.

B. TERM OF AGREEMENT:

One year. January 1, 1971 through December 31, 1971.

C. DEFINITION OF SUPERVISOR:

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, shall not have the right to be represented in this Bargaining Unit.

D. 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.

E. GRIEVANCE PROCEDURE:

Step #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 #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 three (3) working days after the decision of the warden. For the purposes 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 to the employee and the Association, his written answer to the written grievance within three (3) working days after the date of such meeting.

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 Federal Mediation Service, the expense of which shall be shared equally by the sheriff and the Association.

F. EQUAL TREATMENT:

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

The employee and the Association agree not to interfere with the right of employees to become or not to 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.

G. WORK RULES:

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

H. SAVINGS CLAUSE:

If any provisions of this agreement are 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.

I. 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 #2.

J. 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 to be 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 check-off.

K. STRIKES AND LOCKOUTS:

Neither the Association nor any officers, agents, or employees will instigate, promote, sponsor, engage in, or condone any strike, slow-down, concerted stoppage of work or any other intentional interruption of the operations of the County, regardless of the reason for doing so. 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.

L. MUTUALITY:

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

M. 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 January 1968 handbook.

N. UNIFORM ALLOWANCE:

Employer agrees to credit each employee with the sum of \$125.00 as a uniform allowance. This provision shall be construed as coming within the machinery of the grievance procedure set forth in Paragraph E.

O. TIMECLOCK:

Employer agrees to the installation and maintenance of a timeclock as of the effective date of this contract for purposes of determining when an employee commences his work day and when the employee completes same. Employer agrees to maintain the timeclock in operation during the period of this agreement.

P. SALARY:

Effective January 1, 1971 the parties agree that the

minimum hiring rate for employment in the Monmouth County Jail shall be \$5,897.00 per annum, not including overtime or other fringe benefits. Employer agrees to pay to each encumbant employee as a salary for calendar year 1971 a sum equivalent to the 1970 salary of each encumbant individual plus 15% of the minimum scale in each job classification.

Q. OVERTIME:

By purposes of determining when overtime commences the parties agree that each work day shall consist of 8½ hours on premises or off premises at work. Said period of time shall include two fifteen minute breaks and a thirty minute period for a meal. Said 8½ hour period multiplied by five days shall be equivalent to forty hours and a full work week for purposes of computation of overtime.

Any employee who works in excess of said forty hour period in a given seven day week shall be entitled to compensation at the rate of one and one-half times his regular employment rate as applicable to calendar year 1971.

The employer is given the right during the life time of the contract to alter the present six day-two day work shift arrangement to a five day-two day arrangement. However, the parties agree that a schedule committee consisting of two members from the Association and two from the employer shall be set up to effectuate a schedule which provides for rotating days off for employees.

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R. RETROACTIVE OVERTIME:

Employer agrees to compensate encumbant employees for any overtime work from November 12, 1970 inclusive through the end of 1970 based upon 1970 wages pursuant to paragraph Q of this agreement.

S. INSURANCE COVERAGE:

Parties agree that the Association and the employees covered thereby shall obtain the benefits of full family coverage to the hospitalization plan when said plan is obtained for all county employees.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seales or caused these presents to be signed by their proper officers, the day and year first above written.

SHERIFF OF MONMOUTH COUNTY

MONMOUTH COUNTY CORRECTION OFFICER ASSOCIATION:

BY: Paul Kiernan  
Paul Kiernan

BY: Norman R. Megill  
Norman Megill, President

Signed, sealed and delivered in the presence of

Mildred S. Kohlage  
NOTARY PUBLIC OF NEW JERSEY  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires Aug. 12, 1975

Signed January 7, 1971

Fredrick A. Brown  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires May 19, 1975