

## AGREEMENT

BETWEEN

MONMOUTH COUNTY BOARD OF CHOSEN FREEHOLDERS  
[Monmouth County Youth Detention Center]

and

THE COMMUNICATION WORKERS OF AMERICA, AFL-CIO

---

JANUARY 1, 1995 through DECEMBER 31, 1997

---

## INDEX

ARTICLE	TITLE	PAGE
	PREAMBLE	1
1	RECOGNITION	2
2	UNION RIGHTS	3
3	DUES DEDUCTION/AGENCY FEE	5
4	EMPLOYEE RIGHTS	10
5	MANAGEMENT RIGHTS	14
6	NO STRIKE	15
7	TRANSPORTATION/ON-CALL	16
8	DISCIPLINARY PROCEDURE	19
9	GRIEVANCE PROCEDURE	20
10	SALARY	25
11	UNIFORM AND MAINTENANCE ALLOWANCE	27
12	HOURS OF WORK	28
13	OVERTIME/COMPENSATORY TIME	29
14	INSURANCE	32
15	VACATIONS	34
16	HOLIDAYS	36
17	TEMPORARY LEAVE	38
18	TRAINING PROGRAMS	41
19	OUTSIDE EMPLOYMENT/TERMINATION PROC.	42
20	ADMINISTRATING MEDICATION	43
21	NON-DISCRIMINATION	44
22	MISCELLANEOUS PROVISIONS	45
23	TERM AND EXTENT OF AGREEMENT	46

PREAMBLE

This AGREEMENT, made this 27th day of July, 1995, by and between the MONMOUTH COUNTY BOARD OF CHOSEN FREEHOLDERS [hereinafter referred to as the Employer or the County] and the COMMUNICATION WORKERS OF AMERICA, LOCAL 1032, AFL-CIO [hereinafter referred to as the CWA or the union], represents the complete and final understanding between the parties.

This Agreement has as its purposes the promotion of harmonious relations between the County and the CWA, the establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of rates of pay, hours of work and other terms and conditions of employment.

ARTICLE 1  
RECOGNITION

Section 1. The County recognizes CWA, Local 1032, as the exclusive representative of all full-time employees employed at the Monmouth County Youth Detention Center in the title of Juvenile Detention Officer and Senior Juvenile Detention Officer, and including part-time employees in those titles working twenty (20) hours or more weekly, but excluding all those working in the title of Supervising Juvenile Detention Officer and excluding all other titles.

ARTICLE 2  
UNION RIGHTS

Section 1. A maximum of ten (10) days of paid leave will be granted during any calendar year for attendance at Union conventions or meetings. Request for union leave time must be made in writing at least two weeks in advance to the Superintendent of the Monmouth County Youth Detention Center. Exceptions may be made to the two week limit only if the written request is received by the Superintendent from the President of the Local bargaining unit within five (5) days of the requested union leave. Unused union leave days will not accumulate from year to year.

Section 2. Employee Union representatives shall be entitled to the reasonable use of leave time in order to investigate and process grievances. The granting of such leave time shall be subject to the giving of notice to and the obtaining of prior approval from the Superintendent.

Section 3. Union representatives who are not employees of the County shall have the right to visit the work place on Union business upon prior notice to and receipt of approval from the Superintendent. Such approval shall not be unreasonably withheld.

Section 4. The CWA shall be allowed reasonable use of the Youth Detention Center typewriter and copying machines at such times that will not interfere with the normal operations of

the administrative functions of the Youth Detention Center. Such use of office equipment shall be subject to the approval of the Superintendent and shall be limited to the individual designated by the Superintendent.

Section 5. The CWA shall have the right to post notices concerning Union business on the Youth Detention Center bulletin board.

### ARTICLE 3

#### DUES DEDUCTION/AGENCY FEE

Section 1. The Employer agrees to deduct the Union monthly membership dues from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the Employer by the Treasurer of the Union and the aggregate deductions of all employees shall be remitted to the Treasurer of the Union, together with a remittance list which shall include the names of all employees for whom such deductions are made and their bi-weekly salary. The dues presently to be deducted are calculated at the rate of two (2) hours per month, based on a forty (40) hour week. The Union will notify the employer, in writing, at least thirty (30) days in advance of any change in dues structure.

Section 2. The County further agrees to deduct from the pay of each employee covered by the Agreement who does not furnish a written authorization of Union dues an amount equal to eighty-five percent (85%) of the monthly Union dues during each calendar month commencing with the fourth month of employment of each employee, together with a remittance list which shall include the names of all employees for whom such deductions are made and their bi-weekly salary.

If an employee covered by this Agreement does not become a member of the Union 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 Union for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Union as majority representative.

Section 3. In order to adequately offset the per capita cost of services rendered by the Union as majority representative, the representation fee should be equal in amount to the regular membership dues, initiation fees and assessments charged by the Union to its own members, and the representation fee has been set at 85% of that amount as permitted by law.

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

Section 4. Once during each membership year covered in whole or in part by this Agreement, the Union will submit to the County a list of those employees who have not become members of the Union for the then current membership year. The County will deduct from the salaries of such employees, in accordance with the following, the full amount of the representation fee and promptly will transmit the amount so deducted to the Union.

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; or

(b) Three (3) months after the 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.

Section 5. If an employee who is required to pay a representation fee terminates his or her employment with the County before the Union 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 to said employee during the membership year in question.

Section 6. Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Union will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Union.

Section 7. The Union will notify the County in writing

of any changes in the list provided for 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.

Section 8. On or about the last day of each month, beginning with the month this Agreement becomes effective, the County will submit to the Union 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.

Section 9. The Union 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 rata share", if any, subject refund in accordance with the provisions of N.J.S.A. 34:13A-5.4, as amended. The demand and return system shall also provide that employees who pay the representation fee in lieu of due may obtain review of the amount paid through full and fair proceedings placing the burden of proof on the Union. Such proceedings shall provide for an appeal by either the Union or the employee to the review board established for such purposes by the Governor in accordance with N.J.S.A. 34:13A-5.4, as amended.

Section 10. The CWA 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.

ARTICLE 4  
EMPLOYEE RIGHTS

Section 1. Probationary Period. New employees shall serve a twelve (12) month probationary period. The Employer has the right to remove said employees during such probationary period, provided performance has not been satisfactory in accordance with the standards established by the Employer. Dismissal during this period shall not be subject to the grievance procedure.

It is understood that a three (3) month probationary period shall apply to those employees who have been in service but have been promoted to a higher title. Those employees shall have the right to return to their previous title should their probationary period in the higher title prove unsatisfactory to the Employer.

Section 2. Seniority. Seniority is defined as an employee's continuous length of service with the County beginning with date of hire. If in the event an employee is laid off, due to lack of work, economics, or any other legitimate reason and that employee is called back to work within six months, then at that time, for purposes of seniority, the last date of hire, prior to lay-off shall be used in determining that employee's seniority.

The County shall maintain an accurate up to date service roster showing each employee's date of hire,

classification and pay rate and shall furnish copies of the same to the CWA upon request.

If the County decides to reduce the number of employees, the employee or employees with the least seniority shall be laid off first, provided the remaining employees have the requisite qualifications and ability to perform the work available. Employees shall be recalled for work from lay-off in the order of their seniority provided that they have the requisite qualifications and ability to perform work available. Employees continuously laid off for a period of two (2) years or more shall not be entitled to recall.

If an employee returns to work with the employer within six (6) months, the employee shall return at that salary step held and shall retain all previous seniority rights as pertain to vacation accumulation and other benefits. If an employee leaves and returns to work after six (6) months but less than two (2) years, the employee shall retain all rights as expressed in the previous sentence, if that employee left because of an economic lay-off. Otherwise, the employee returns as a new employee.

Section 3. Job Openings and Promotions. A job opening or vacancy shall be posted on an appropriate bulletin board for a period of five (5) working days.

The County shall have the right, at its discretion, to fill any temporary job openings by transfer or otherwise, until such time as it may be permanently filled. In the event that a permanent job opening is not filled within five (5) days from the

posting of a notice, the County, at its discretion, may fill such permanent job opening or vacancy.

The Employer will endeavor to fill permanent job openings by promoting employees from the next lower rated job titles, provided those employees possess the requirements enunciated by the New Jersey Department of Personnel and who are subsequently certified by the Department of Personnel. In all instances, employees promoted must possess the skill, ability, and knowledge to perform the duties required of the higher rated job.

If there are two (2) or more employees with the equal skill and ability to perform the work, the employee with the greatest seniority shall be given preference. However, skill and ability may be measured by review of the disciplinary record and attendance record for the past three (3) years, provided that the attendance record and attendance-related disciplinary record may be reviewed only for one (1) prior year.

If the employee with the greatest seniority cannot perform the higher rated job once promoted to the higher rated job, then the administration shall promote the employee which it deems to be the next eligible and return the other employee to the former job title and original salary rate prior to the promotion with no loss of rights.

Section 4. Shift and Duty Assignments. Shift and duty assignments shall, subject to the exceptions noted below, be made on a voluntary basis. A duty assignment shall include specified

days off. Each duty assignment opening shall be posted for a seven (7) day period for bid "as is." The County shall give preference to an employee with the most seniority when, in the judgment of the County, all other things are equal.

Where there are no volunteers for a shift or duty assignment or where, in the judgment of the County, the best interests of the efficient operation of the facility require the assignment of an employee who has not volunteered, involuntary shift and duty assignments may be made on ten (10) days notice, except in cases of emergency. Every effort will be made to make involuntary assignments on the basis of reverse seniority. The affected employee shall have the right to discuss the reassignment with his immediate supervisor, the Superintendent or the County Personnel Officer during the ten (10) day period but shall comply with the reassignment.

ARTICLE 5  
MANAGEMENT RIGHTS

Section 1. The County retains and reserves upon itself all rights, powers, duties, authority and responsibilities conveyed upon and vested in it by the laws and constitution of the State of New Jersey.

Section 2. All such rights, powers, authority and prerogatives of management possessed by the County are retained, subject to limitations imposed by law, except as they are specifically abridged or modified by this Agreement.

Section 3. The County retains the responsibility to promulgate and enforce rules and regulations subject to limitations imposed by law, governing the conduct and activities of employees, not inconsistent with the expressed provisions of this Agreement.



ARTICLE 6

NO STRIKE

Section 1. In addition to any other restriction under the law, the CWA will not cause a strike or work stoppage of any kind, nor will any employee take part in a strike, intentional slow-down in the rate of work, or in any manner cause interference with or stoppage of the Employer's work.

## ARTICLE 7

### TRANSPORTATION/ON-CALL

Section 1. The Employer shall establish a permanent transportation post to replace the current eighteen (18) month period. These permanent assignments will be phased in within the next six (6) months following formal ratification of this Agreement and will be filled by the bid procedure.

Section 2. Officers assigned to transportation shall report back from transportation duty to the appropriate wing of the Youth Detention Center and be available for assignments and shall engage in the normal duties of the wing responsibility when deemed necessary by the Superintendent. Officers assigned to transportation shall be required to work holidays in accordance with the policy in place for all other employees.

Section 3. Should additional personnel, other than those permanently assigned to transportation duties, be required for the transportation of juveniles, the Superintendent of the Youth Detention Center shall, after consultation with Senior Supervisors on duty, make the determination as to whether such additional personnel should be recalled from off-duty because they are necessary for the safety of officers and the proper security of the building.

Section 4. A security vehicle with a protective screen shall be used to transport offenders charged with delinquent crimes and two officers shall be required to transport said

offenders unless the offender is deemed not dangerous by the Supervising Juvenile Detention Officer, in which case one officer shall be used. In cases where juvenile girls are transported, a female officer must accompany said juvenile.

Section 5. Two officers shall be required to transport juveniles out of state. It is recognized that in special circumstances two officers may be necessary to transport juveniles within the state, provided such a determination is made in advance at the discretion of the Superintendent of the Youth Detention Center. Except while traveling out of state or at the discretion of the Superintendent of the Youth Detention Center, one officer shall transport juveniles who are returning to their home. In the case of the former, at no time shall more than two officers accompany the juvenile.

Section 6. At no time shall an officer be compelled to transport a juvenile anywhere or for any reason, in his or her private vehicle.

Section 7. Every employee, whether assigned to transportation or not, shall be required to report any loss of driving privileges to the Superintendent as soon as practicable. It shall be a serious disciplinary infraction to drive any County vehicle while under any suspension of driving privileges. Reassignment will be made during the time of suspension.

Section 8. To facilitate the call-in procedures, each employee shall provide the Superintendent with a current phone number which shall be used for call-in and not generally provided

to others. It shall be the responsibility of each employee to advise of any change in phone numbers.

Section 9. An employee who is on an approved leave such as sick, personal day or vacation shall be omitted from those persons called in for transportation duties.

ARTICLE 8  
DISCIPLINARY PROCEDURE

Section 1. No employee who has completed the probationary period shall be disciplined or discharged without just cause.

Section 2. The Union shall have the right to initiate a grievance concerning any disciplinary action against a non-probationary employee if it believes just cause for the action does not exist; provided, however, that if the subject matter of the grievance comes under the jurisdiction of the New Jersey Department of Personnel appeals procedure, the grievance shall not be subject to Step 4 of the contractual grievance procedure but may, instead, be submitted to the Merit System Board.

Section 3. An employee required to attend an investigatory meeting which may result in disciplinary action shall be entitled to have a Union representative attend such meeting. The employee shall be given notice of the right to have a representative present prior to the start of the meeting. Reasonable effort shall be made to schedule such meetings during an employee's shift or as close to a shift as possible.

Section 4. Whenever a verbal or written reprimand is to be given, an employee will be offered the opportunity to have a Shop Steward present. If the employee requests a Shop Steward and none are present at the time the meeting is scheduled, the meeting will be delayed until a Shop Steward is present.

ARTICLE 9  
GRIEVANCE PROCEDURE

Section 1. A "grievance" is defined to mean a complaint by an employee, a group of employees, or the Union that there has been a violation, misinterpretation, or inequitable application of any of the provisions of this Agreement or a dispute concerning disciplinary action taken against a member of the bargaining unit.

Section 2. The purpose of this procedure is to secure at the lowest possible level equitable solutions to the problems which may, from time to time, arise affecting employees in the bargaining unit.

Section 3. In order to be considered under this procedure, a grievance must state clearly the contract provision claimed to have been violated, misinterpreted or inequitably applied or the disciplinary action contested and it must be initiated in writing within 30 days of the date on which the grievant knew or should have known of the event or events giving rise to the complaint.

Section 4. General Procedures.

1. Nothing herein contained shall be construed as limiting the right of a grievant to discuss the matter informally with his immediate supervisor.

2. The number of days indicated at each level of the grievance procedure shall be considered as maximums and every

effort should be made to expedite the process. Time limits may be extended if mutually agreed upon in writing.

3. Saturdays, Sundays and holidays as identified in this Agreement shall not be considered working days in the computing of time limits at each step.

4. Any written disposition of a grievance at any step which is not appealed to the succeeding step within the time limits provided shall be considered final and binding on all parties.

5. The failure to provide a written disposition of a grievance at any step within the time limits provided shall be considered a denial of that grievance and permit the grievant to appeal that denial to the next step.

6. Any employee shall be entitled to the assistance of a Union officer or representative at all steps of the grievance procedure. In the event that an employee does not choose to have a Union representative in the grievance procedure, the Union shall be notified that a grievance has been filed and shall have the right to be present and to participate fully at all steps of the grievance procedure.

7. Meetings held at any step of the grievance procedure shall be scheduled by agreement of the parties during regular business hours. No employee shall suffer any loss of pay because of attendance at a grievance meeting scheduled during working hours. Employees shall not be paid for attendance at grievance meetings under this procedure if such meetings are

scheduled outside the employee's scheduled working hours.

Section 5. Specific Procedures.

Step 1

(a) An employee having a grievance shall present it in writing to his immediate supervisor, i.e. the Supervising Juvenile Detention Officer on duty at the time and place at which the events giving rise to the grievance occurred.

(b) The grievance shall set forth the event or events giving rise to the grievance, the provisions of the Agreement which are alleged to have been violated, misinterpreted, or inequitably applied; and remedy sought on the established grievance forms.

(c) The immediate supervisor shall meet with the grievant within three (3) working days of the receipt of the grievance.

(d) The immediate supervisor shall render a written disposition on the grievance within five (5) working days of the meeting with the grievant. Copies of the written disposition shall be provided to the individual grievant and to the Union representative.

Step 2

(a) If the grievant is not satisfied with the immediate supervisor's answer, or if an answer is not received within the time limit, the grievant shall have the right to file an appeal in writing with the Superintendent of the Monmouth



County Youth Detention Center within ten (10) working days of receiving the answer or the expiration of the time for answer. such appeal shall be made on the forms provided for that purpose.

(b) The Superintendent, or management designee, shall meet with the grievant within three (3) working days of receipt of the grievance appeal and shall render a written decision on the appeal within five (5) working days of that meeting.

(c) Copies of the written decision on the appeal shall be submitted to the grievant and to the Union representative.

#### Step 3

(a) If the grievant is not satisfied with the answer received, or if an answer is not received within the established time limit, the grievant shall have a right to file an appeal, in writing, to the Personnel Officer of Monmouth County, or his designee, within ten (10) working days from receipt of the answer from the Superintendent or from the expiration of the established time limit for answer. Such appeal shall be filed on the form provided.

(b) The Personnel Officer or designee may meet with the grievant within ten (10) working days of the receipt of the written appeal and shall render a written decision on the appeal within five (5) working days after such meeting.

#### Step 4

(a) If the grievant is not satisfied with the answer received at Step 3 or if no answer is received, the Union may, within thirty (30) days following receipt of the answer or

expiration of the time period established for answer, initiate a Demand for Arbitration with the Public Employment Relations Commission. The Union shall provide the Personnel Officer with a copy of any Demand for Arbitration filed.

(b) An arbitrator shall be selected by the parties in accordance with the procedures established by the Public Employment Relations Commission.

(c) The grievance arbitration proceedings shall be conducted in accordance with the rules and regulations established by PERC. The arbitrator shall conduct a hearing and shall render a written decision within thirty (30) days of the close of the hearing. The arbitrator shall add nothing to nor subtract anything from the terms of this Agreement. The decision of the arbitrator shall be final and binding on the parties.

(d) The County and the Union shall share equally the fee and expenses of the arbitrator. All other expenses shall be borne by the party incurring them. If any party to the arbitration proceeding desires a transcript of the proceedings, the cost thereof shall be borne solely by the party requesting it.

## ARTICLE 10

### SALARY

Section 1. Bargaining unit members employed as of April 30, 1995 and employed on the date of this Agreement shall be compensated in accordance with the salary increases set forth in Appendix A, retroactive to March 1, 1995, or the closest pay period.

Section 2. All employees in the unit employed by the County on or before December 31, 1995 shall receive a raise in accordance with the salary increases set forth in Appendix A, retroactive to April 1, 1996, or the closest pay period, provided, however, that if the County grants a general wage increase greater than this amount, then the raise under this section will be increased to that greater amount.

Section 3. All employees in the unit employed by the County on or before December 31, 1996 shall receive a raise in accordance with the salary increases set forth in Appendix A, retroactive to April 1, 1997, or the closest pay period, provided, however, that if the County grants a general wage increase greater than this amount, then the raise under this section will be increased to that greater amount.

Section 4. For all new employees hired after May 1, 1995, the starting salary for the duration of this Agreement shall be nineteen thousand dollars [\$ 19,000] prior to completion of State-required training. Following such required training an

employee will be compensated at the rate of twenty thousand dollars [\$ 20,000], which rate shall remain the same until the January 1st or first raise thereafter following the first full year of employment after completion of training.

Section 5. An employee who is required and authorized by the Superintendent to work in a higher ranking title for five (5) consecutive days shall be entitled to payment at the rate of the higher title, calculated as the minimum salary for the higher title or 5% over the employee's regular rate, whichever is greater.

Section 6. Pay days shall continue to be every other Friday. Paychecks for the 11-7 shift shall be made available at the end of the work shift on Friday morning on the regular pay day.

ARTICLE 11

UNIFORM AND MAINTENANCE ALLOWANCE

Section 1. The County shall provide all full time employees with an annual clothing allowance in the amount of \$925.00 for 1995, \$950.00 for 1996 and 1997.

Section 2. Payment of the annual clothing allowance shall be made in the first paycheck of each year of this agreement; however, employees hired after December 31, 1984, shall receive payment of the annual clothing allowance on a quarterly basis with the last paycheck issued in March, June, September and December. Employees hired after the effective date of this Agreement shall be paid the clothing allowance on a prorated quarterly basis with the last paycheck issued in March, June, September and December.

Section 3. All employees in job titles in which uniforms are required must wear them without exception.

Section 4. Any change in uniform requirements shall be discussed with the union prior to implementation.

ARTICLE 12  
HOURS OF WORK

Section 1. Work Day. The normal work day shall consist of eight (8) hours, including a one-half (1/2) hour duty-free lunch period. The normal work week shall consist of five (5) working days or forty (40) hours. Employees may be assigned to report to work ten minutes prior to a scheduled shift, which assigned time shall be paid at overtime rates, effective on the date of final ratification by the Board and thereafter.

Section 2. Meals and Meal Times. All employees shall be granted a duty free one-half (1/2) hour meal break during working hours. If, because of the demands of the workload, an employee does not receive a duty-free lunch period, he shall be compensated at the overtime rate for the lunch period time worked.

The County shall continue the practice of providing employees with meals. Employees shall continue to be permitted to leave the work place during meal time, subject to notice and approval of the Superintendent or his designee.

## ARTICLE 13

### OVERTIME/COMPENSATORY TIME

Section 1. Overtime. All hours worked over forty (40) hours actually worked within the designated work week, shall be paid at the rate of time one and one-half (1 1/2) regular rate of pay. All such overtime hours must be approved by a superior officer prior to being worked.

Section 2. Computation. In determining hours actually worked within a designated work week for computation of overtime, only actual hours worked, approved vacation time, approved sick leave and approved personal time, will be included. Sick leave time with no accrued sick leave time available, late call-in sick, unauthorized absences, suspension time and late reporting to work will not be included.

Section 3. Court time. An employee required to appear in Court outside of scheduled working hours on a matter connected with the job responsibility shall be compensated for such attendance.

Section 4. Call-back time. When an employee is called back to work overtime when such work does not connect with the employee's normal scheduled shift, he shall be entitled to be paid at the rate of time and one-half for the working time and one-half (1/2) hour travel time to work and one-half (1/2) hour travel time from work.

Section 5. Distribution of Overtime. Overtime work

will be distributed as equally as possible among employees within the same classification in accordance with the following procedure:

(a) Voluntary overtime shall be offered on a seniority rotation basis within the job classification; the assignment being offered to the most senior employee first and the least senior employee last. Refusal of the offer of an overtime assignment shall result in that employee reverting to the bottom of the list. Assignments shall be made from a seniority list on which employees who do not wish to be considered for voluntary overtime shall so indicate in writing.

(b) In the event that manpower needs cannot be met with the voluntary assignment of overtime, overtime shall be assigned involuntarily on an inverse seniority rotation basis; the assignment being given to the least senior employee in the classification first and the most senior employee last.

(c) When personnel needs are already met with at least minimum coverage and no Senior JDO or Supervising JDO is scheduled to work, reasonable effort shall be made to have a volunteer from the Senior JDO classification, and then from the Supervision JDO classification, to cover the shift.

Section 6. Compensatory Time. Compensatory time off shall be a disfavored form of reimbursement for overtime earned. It shall not be given unless specifically requested and approved by the Superintendent.

Section 7. Compensatory Time Scheduling. An employee



wishing to take compensatory time off should make a request for the use of compensatory time at least five (5) days prior to the date on which it is sought to be used. The Superintendent shall render a decision on the request within twenty-four (24) hours of receipt or by the following Monday if the request is received on a Friday, Saturday or Sunday. The Superintendent will not unreasonably withhold approval, but may withhold approval if the granting of compensatory time off would incur overtime at the facility.

All compensatory time accrued during the calendar year must be used by December 15 of that year. An employee who is unable to have scheduled compensatory time off shall have that time converted to hours worked and paid at straight time rates in effect at that time.

ARTICLE 14

INSURANCE

Section 1. It is agreed that the County will provide a medical Point of Service (POS) insurance plan. Whereas it is the County's intention to encourage employee in such POS program, employee participation in said plan shall be at no premium cost to the employee with all premiums being borne by the County.

Section 2. The County shall continue to maintain a traditional indemnity medical insurance program, as is currently provided on a self-insured basis. However, any employee opting to participate in such program shall be responsible for a portion of the premium costs and made through automatic payroll deductions.

Section 3. The traditional indemnity medical insurance program shall not be offered nor available to employees hired on July 1, 1994 or thereafter.

Section 4. Bargaining unit members, and those employees receiving benefits under the County temporary disability program, shall be provided with the prescription insurance plan established by the County with a \$ 3.00 co-pay for prescription drugs and a \$ 1.00 co-pay for those who use generic drugs.

Section 5. Part-time employees are eligible for health benefits coverage if they work and receive, on a continuous basis, a salary based on a minimum of 20 hours weekly. Temporary

employees are not eligible for these benefits.

Section 6. 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 deductions set forth above, except for any claims that result from negligent or improper acts of the Employer or its agents or servants.

Section 7. At the time the County adopts the statutory compensation provided in NJSA 34:15-12(a) [and as that law may be amended], for all its unrepresented employees, then such adopted provisions shall apply to this unit. It is understood that the procedures adopted shall insure that employees on workers' compensation temporary disability leave will be paid essentially the same amount of take home pay [net pay] as they were receiving prior to their disability leave for the first year.

Section 8. The parties agree that where there is an individualized reasonable suspicion that an employee is using a controlled substance or alcohol, then the County may test that individual, which test will be conducted in accordance with the specimen collection policy procedures set forth in the CDL substance abuse testing policy as adopted by the County by formal resolution.

ARTICLE 15

VACATIONS

Section 1. Employees shall be entitled to vacation time based on length of service as follows:

1. One working day for each month worked during the first calendar year of employment.

2. Twelve working days per year after the first calendar year of employment up to and including five years of service.

3. Fifteen working days per year beyond five and up to and including twelve years of service.

4. Twenty working days per year beyond thirteen and up to and including twenty years of service.

5. Twenty-five working days per year after twenty years of employment.

Section 2. An employee who is employed for more than six 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 his first calendar year of employment shall not have that period included in the computation for years of service in determining vacation leave.

Section 3. Vacation schedules shall be posted and selected by March 30 of each year. In the event a vacation time is not selected by March 30, any selection thereafter will go to the first person applying regardless of seniority or will be

assigned by the Superintendent if no choice is made.

Section 4. Whenever more than one employee on a shift requests vacation at any particular time, the County shall endeavor to honor all vacations as requested, but shall not be required to grant more than one employee per shift, plus one overall, for vacation at any one time. When vacations cannot be granted to all employees requesting vacations for a particular period, the employees with the greatest seniority shall be granted their vacation first.

Section 5. An employee shall be permitted to carry over to the next calendar year a maximum of five (5) vacation days from the preceding calendar year upon application made not later than November 1.

ARTICLE 16

HOLIDAYS

Section 1. The following days are recognized paid holidays:

New Years Day	Fourth of July
Martin Luther King's Birthday	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	Veteran's Day
Good Friday	General Election Day
Easter Sunday	Thanksgiving Day
Memorial Day	Christmas Day

Section 2. Employees scheduled to work on the above listed holidays are to be additionally compensated at the rate of time and one-half (1 1/2) their regular rate.

Section 3. Emergencies declared by the County of Monmouth shall be recognized, but employees at the Youth Detention Center are considered essential personnel and must work as scheduled at straight time pay. However, those working will receive proportionate compensation at straight time pay for the duration of the emergency. If an employee is scheduled off during an emergency, no additional compensation will be paid.

Section 4. Holiday observances granted by the County of Monmouth on Monday or Friday in observance of a holiday

falling on Saturday or Sunday shall not be recognized by the reason of the seven (7) day operation of the Employer and the granting of actual holidays.

Section 5. Other declared holidays granted generally by the County of Monmouth which are not set forth in this contract, nor a holiday observance, nor an emergency, will be recognized. Those employees scheduled to work will continue to work at straight time pay, however, they will receive an additional days pay at straight time. If a declared holiday falls on an employee's regular day off, the employee shall be given a days pay at the regular rate of pay.

Section 6. All schedules are subject to review and approval of the Superintendent.

ARTICLE 17

TEMPORARY LEAVE

Section 1. Sick Leave. Employees shall be entitled to paid sick leave as follows:

(a) Newly hired employees shall be entitled to up to twelve (12) days of sick leave in the first calendar year of employment, which shall be earned and accrued at the rate of one (1) day per month of service.

(b) Employees who have completed one year of service shall be entitled to up to fifteen (15) days of sick leave per year which shall be earned and accrued at the rate of one and one-quarter (1 1/4) days per month.

(c) All unused sick leave shall accumulate from year to year.

Section 2. Sick Leave Call-In Procedure.

(a) An employee shall call in sick at least two (2) hours prior to the scheduled reporting time.

(b) If an employee calls in sick less than two (2) hours prior to the scheduled reporting time, the employee will be docked his regular wages for the day unless extraordinary circumstances prevent call-in before two hours.

Any employee who develops what management, in its sole judgment, determines to be a pattern of abuse in the use of sick leave shall be given notice, in writing, that, due to the pattern of absenteeism, the employee shall be required to submit a



doctor's note supporting the claim of illness for any claim of sick leave on the day immediately prior to or immediately following a holiday or scheduled day off. Failure to submit such doctor's note shall result in a loss of pay for the day.

Section 3. Lump-sum Sick Leave. Employees who retire pursuant to a recognized public employees' retirement system shall be entitled to receive a lump sum payment for unused earned sick leave at the rate of one-half (1/2) the daily rate of pay for each accumulated day to a maximum of \$15,000.00. The same lump sum payment shall be made to the estate of an employee who dies while in the employ of the County.

Section 4. Personal Leave. Employees shall be entitled to up to three (3) days of paid personal leave per year which leave is earned and accrued at the rate of one (1) day per four (4) months of service. Unused personal leave shall not accumulate from year to year.

Application for personal leave shall be made to the Superintendent at least five (5) days in advance except in cases of emergency. No specific reason need be offered for the leave request unless it is made less than five (5) days in advance due to an emergency.

Use of personal leave is subject to the approval of the Superintendent. Approval shall be granted when determined by the Superintendent that the use of the leave will not hamper the efficiency of operation at the Youth Detention Center.

Personal leave may not be used at the beginning or the

end of a vacation period or before or after a paid holiday except in cases of extreme emergency.

Section 5. Bereavement Leave. Employees shall be permitted time off without loss of regular pay for a period of not to exceed five (5) consecutive working days to attend the funeral of a person in their immediate family. For purposes of this provision immediate family shall be defined as father, mother, husband, wife, or child.

Employees shall be permitted time off without loss of regular pay for a period of not to exceed three (3) consecutive working days to attend the funeral of a person in their family, defined herein as brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparents, aunts, uncles, or any relative who permanently resided in the employee's 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.

Section 6. Other Leaves. Employees may make application for other paid and unpaid leaves of absence in accordance with New Jersey Department of Personnel regulations.

## ARTICLE 18

### TRAINING PROGRAMS

Section 1. Employees may be required to attend training programs at the direction of management. If such training programs are held outside of the employee's scheduled working hours, attendance shall be compensated at the overtime rate.

Section 2. The joint Union-Management Training Committee may make recommendations concerning the contents of the training programs. If the Committee's recommendations are not accepted by the Superintendent, the Union may request a review of the recommendation by the County Personnel Officer.

Section 3. Quarterly shift meetings may be held by the Superintendent or other management personnel. The Superintendent shall give a minimum of one week notice for the scheduling of said shift meetings which shall be posted on the bulletin board. Attendance at such shift meetings shall not be mandatory for employees when held on a normally scheduled day off.

ARTICLE 19

OUTSIDE EMPLOYMENT/TERMINATION PROCEDURE

Section 1. Employees shall be permitted to engage in outside employment subject to the approval of the Superintendent. The Superintendent shall withhold such approval only when, in his judgment, such employment would interfere with the employee's ability to meet job responsibilities at the Youth Detention Center.

Section 2. Employees shall be required to give two weeks notice of termination of employment. An employee who gives such two week notice shall be eligible for "resigned in good standing" status.

ARTICLE 20

ADMINISTRATING MEDICATION

Section 1. It is understood that employees of the Youth Detention Center are covered by a public liability insurance policy, provided by the County, in performance of their normal work duties. Coverage does not include, however, actions, contrary to County rules and regulations.

Section 2. When an employee of the Youth Detention Center is required to administer medication to an inmate which has been prescribed by the Center's physician, the employee is required to make an appropriate log entry, and as long as they do not participate in the diagnosis of an ailment by describing symptoms, etc., there is no liability on their part. Dispensing medicine on doctor's orders does not constitute the practice of medicine, but rather is merely operating under the supervision of that physician.

ARTICLE 21

NON-DISCRIMINATION

Section 1. The Employer and the CWA agree that there shall be no discrimination or favoritism for reasons of sex, age, nationality, race, religion, marital status, political affiliation, union membership or union activities.

Section 2. Only grievances alleging discrimination on the basis of Union Membership or Union Activity, which are subject to the jurisdiction of the Public Employment Relations Commission, shall be submitted to the arbitration step of the grievance procedure; all other grievances arising under this section shall be submitted to the appropriate administrative agency with jurisdiction over the subject matter of such disputes rather than to the terminal step of the grievance procedure.

## ARTICLE 22

### MISCELLANEOUS PROVISIONS

Section 1. The parties agree that they have fully bargained and agreed upon all terms and conditions of employment.

Section 2. This Agreement contains the entire understanding of the parties. There are no representations, promises or warranties other than those set forth herein. Neither party shall be required to renegotiate any part of this Agreement until the expiration of this Agreement or the activation of any reopener clauses within this Agreement.

Section 3. All written terms and conditions of employment currently in existence for the bargaining unit shall, unless modified by this Agreement, be continued without change during the life of this Agreement.

Section 4. If any part, clause, portion or Article of this Agreement is subsequently deemed by a Court of competent jurisdiction to be invalid, such clause, portion or Article may be deleted and the remainder of the Agreement not so affected shall remain in full force and effect absent the affected clause.

## APPENDIX A

FOR ALL EMPLOYEES HIRED PRIOR TO MAY 1, 1995

### Juvenile Detention Officers (JDO)

<u>1994/1995 Salary</u>	<u>3/1/95</u>	<u>4/1/96</u>	<u>4/1/97</u>
29,520	31,144	33,001	34,951
27,204	28,700	30,435	32,257
25,769	27,186	28,846	30,588
24,542	25,892	27,486	29,161
23,314	24,596	26,126	27,732
21,995	23,205	24,665	26,198
20,948	22,100	23,505	24,980
19,950	21,047	22,400	23,820
19,000	20,045	21,347	22,715

### Senior Juvenile Detention Officers

<u>1994 Salary</u>	<u>3/1/95</u>	<u>4/1/96</u>	<u>4/1/97</u>
32,414	34,197	36,207	38,317

### JDO HIRED AFTER MAY 1, 1995

1. Starting Salary - 19,000
2. Upon completion of training academy - 20,000
3. If employee has served at least one year from the date of completion of the training academy, employee will be eligible to receive the next regularly scheduled salary increases as follows:

- A. If one year past academy service prior to 4/1/97:

4/1/97  
21,300



ARTICLE 23

TERM AND EXTENT OF AGREEMENT

This Agreement shall be effective and retroactive to  
January 1, 1995, through December 31, 1997.

IN WITNESS WHEREOF, the parties have hereunto set their  
hands and seal on this 27th day of July, 1995.

COMMUNICATIONS WORKERS OF  
AMERICA, AFL-CIO

Paul D. Rogan  
Meredith Young  
Open Williams  
Deaf  
Robert D. Smith, Jr.

MONMOUTH COUNTY BOARD  
OF CHOSEN FREEHOLDERS

Harry Larrison, Jr.  
DIRECTOR HARRY LARRISON, JR.

ATTEST:

Robert J. Bell  
Carol J. Brown

# The Board of Chosen Freeholders of the County of Monmouth

**FREDRICA A. BROWN**  
Personnel Officer  
(732) 431-7300

Gerald R. Plotnick  
Benefits Coordinator  
(732) 303-7655



HALL OF RECORDS  
1 E. MAIN STREET  
FREEHOLD, NEW JERSEY 07728  
Fax: (732) 431-7924

May 9, 2001

Public Sector Librarian  
School of Management and  
Labor Relations Library  
Rutgers, The State University  
Ryderson Lane & Clifton Avenue  
New Brunswick, NJ 08903

To Whom It May Concern:

Enclosed please find a copy of the recently adopted agreement between the Monmouth County Board of Chosen Freeholders, the Monmouth County Sheriff and the United Food and Commercial Workers Union Local 56 (1/1/01-12/31/03).

Sincerely,

Deana M. Rod  
Chief Clerk

enclosure