

**AGREEMENT**

**BETWEEN MONMOUTH COUNTY SHERIFF and  
MONMOUTH COUNTY BOARD OF CHOSEN FREEHOLDERS**

**And**

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

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**January 1, 2002 through December 31, 2004**

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## PREAMBLE

THIS AGREEMENT, effective as of the first day of January, 2002, by and between the Monmouth County Sheriff [hereinafter referred to as the "Employer" or the "Sheriff"], the Monmouth County Board of Chosen Freeholders [hereinafter referred to as the "Employer-Funding Agent" or the "County"], and the Monmouth county Correction Officers Association, Inc., PBA Local No. 240 [hereinafter referred to as the "Association" or the "PBA"], is designed to maintain and promote a harmonious relationship between the Sheriff, the County of Monmouth and those employees who are within the bargaining unit defined herein in order that more efficient and progressive public service may be rendered.

## ARTICLE 1

### RECOGNITION

The Sheriff and the County hereby recognize the Association as a sole and exclusive majority representative within the meaning of the New Jersey Employer-Employee Relations Act, NJSA 34:13A-1 et seq., for collective negotiations concerning salaries, hours of work and other terms and conditions of employment for all employees in the following job classification: County Correction Officer.

## ARTICLE 2

### UNION SECURITY

Section 1. Upon receipt of a written authorization from an Employee [which may be revoked by an Employee in writing and according to law] the County agrees to deduct the regular monthly dues of the Association from such Employee's pay and to remit such deduction in accordance with current remittance practice to the Association as designated by the Employee in writing to receive such deductions. The Association will notify the County in writing the exact amount of such regular membership dues to be deducted.

Section 2. 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, except for any claims that result from negligent or improper acts of the Employer or its agents.

Section 3. If an Employee covered by the Agreement does not become a member of the Association during any membership year, which is covered by the Agreement, that Employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the Employee's per capita cost of services rendered by the Association as majority representative. The Association will notify the County of any Employee who has elected to not become a member of the Association so that a representation fee can be then deducted.

Section 4. Prior to the beginning of each membership year, the Association will notify the County in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership

year. The representation fee to be paid by non-members will be equal to eighty-five (85%) percent of that amount.

Section 5. 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.

Section 6. If an Employee who is required to pay a representation fee terminates employment with the County before the Association has received the full amount of the representation fee to which it is entitled under this Article, the County will deduct the remaining unpaid portion of the fee from the last paycheck to said Employee.

Section 7. Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible be the same as those used for the deduction and transmission of regular membership dues to the Association.

Section 8. The Association will notify the County in writing of any changes in the list provided for in Paragraph 1 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 9. On or about the last day of each month, beginning with the month of this Agreement becomes effective, the County will submit to the Association, 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 title and dates of employment for all such Employees.

Section 10. The Association 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 to refund in accordance with the provisions of NJSA 34:13A-5.4, as amended. The demand and return system shall also provide that Employees who pay the representation fee in lieu of dues may obtain review of the amount paid through full and fair proceedings placing the burden of proof on the Association. Such proceedings shall provide for an appeal by either the Association or the Employee to the review board established for such purposes by the Governor in accordance with NJSA 34:13A-5.4, as amended.

### ARTICLE 3 ASSOCIATION RIGHTS

Section 1. The PBA shall be allocated eighty (80) days of paid leave per year for attendance at formal PBA meetings and conventions. Leave pursuant to this provision shall be granted upon written authorization submitted by the PBA president to the Warden, or designee, indicating the name or names of the attending individuals and the date or dates on which their absence will be required.

Section 2. In order to facilitate the scheduling, advance notice of the use of leave time shall be provided at least three (3) weeks prior to scheduled meetings.

Section 3. The PBA shall be provided with office space in the Monmouth County Correctional Institution. The PBA shall be responsible for its own telephone bills in its office.

Section 4. Before participating in any Association meeting or conference, any guest speaker, attorney, consultant or other person not employed by the Sheriff or the County must have administrative clearance before entering the Monmouth County Correctional Institution.

Section 5. The President of the PBA, or designee, shall have the right to visit the County facilities in order to represent or service Employees covered by this Agreement. These visitation rights shall not unreasonably interfere with County operations.

Section 6. The President of the PBA shall be assigned to a Monday-Friday 8 am to 4 pm work schedule, with deployment and duties to be assigned by the Watch Commander, consistent with the operational needs of the correctional facility. The PBA President shall be afforded reasonable release time, granted by the Watch Commander, to conduct union business within the Institution.

#### ARTICLE 4

#### MANAGEMENT RIGHTS

Section 1. It is recognized that the Employer has and will continue to retain the rights and responsibilities to direct the affairs of the Monmouth County Correctional Institution in all of its various aspects.

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Section 2. Among the rights retained by the Employer are the 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.

## ARTICLE 5

### STRIKE AND LOCKOUTS

Section 1. Neither the Association nor any officers, agents or Employees will instigate, promote, sponsor, engage in, or condone any strike, slowdown, concerted stoppage of work or any other intentional interruption of the operations of the Monmouth County Correctional Institution for any reason.

Section 2. Any Employee who violates the provisions of this Article may be discharged or otherwise disciplined pursuant to the rules and regulations of the New Jersey Department of Personnel and statutes applicable thereto.

Section 3. The Employer shall not engage in any lockouts.

## ARTICLE 6

### HANDBOOK AND WORKRULES

Section 1. The parties understand that they are bound by the personnel handbook issued by the County of Monmouth to the extent that it is not inconsistent with any provisions hereof.

Section 2. The Employer may establish reasonable and necessary rules of work and conduct for Employees. Such rules will be equitably applied and enforced.

Section 3. The Employer has developed an Employee rule book setting forth work rules, regulations and discipline procedures. Each Employee shall be provided with a copy of such rulebook. The PBA executive board shall be issued four (4) complete copies of the policy manual. The manual may be updated from time to time by the Employer, with updates provided to the PBA executive board by providing a policy manual disk.

Section 4. Any proposed new rules, regulations or procedures or any changes in rules, regulations or procedures which directly affect the terms and conditions of employment shall be negotiated with the PBA.

Section 5. Whenever possible, the PBA shall be provided with 30-days advance written notice of any change in the employee handbook or employee rules.

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ARTICLE 7  
DISCIPLINE

Section 1. Employees may be discharged or otherwise disciplined for just cause.

Section 2. An Employee given the opportunity to appear at a hearing on disciplinary charges shall be given written notice of the hearing, the specific charges to be heard, and the anticipated extent of possible disciplinary action at least five (5) working days prior to the hearing.

Section 3. The PBA shall be provided with the same notice at the same time as the Employee.

Section 4. If an employee is interviewed in a disciplinary matter in which they reasonably believe will result in discipline to them, that employee shall be entitled to have the assistance of a union representative, if requested. An employee shall have the right of representation at any disciplinary hearing.

Section 5. An Officer's prior disciplinary record, other than major offenses, shall not be considered in imposing disciplinary penalties for subsequent offenses if the Officer's record has been free of disciplinary offenses for over one calendar year prior to the subsequent infraction. For purposes of this Section, a major offense is defined as a non-attendance offense, which results in a penalty suspension.

Effective January 1, 2003, and for infractions occurring thereafter, an employee who maintains a disciplinary-free record of attendance-related matters for a period of twelve (12) consecutive months [based on date of final notice of discipline] will revert to two previous levels of discipline on the current progressive disciplinary guidelines for

attendance-related infractions and will continue to revert to previous levels of discipline for each additional year the member goes free from discipline. Example: 1 year free from discipline the member goes back two steps on the guideline; 2 years free, the member goes back one additional step, and so on.

Discipline for pattern setting will not be brought unless an employee has used their allotted 15-days of sick leave in a given year.

Section 6. Any employee ordered or required to appear before the Employer or any legitimate agent thereof for interview or interrogation who had reason to believe that disciplinary charges may be brought against them as a result of said appearance shall have a right to request and receive a PBA Local 240 representative prior to the commencement of said interview or interrogation.

## ARTICLE 8

### 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 Administrative Captain or, if the grievance is not subject to the jurisdiction of the Administrative Captain, 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 and a response will be given within seven (7) working days of its receipt.

Step 2. If the Association is not satisfied with the decision of the Administrative Captain, or immediate supervisor at Step 1, the grievance shall be presented in writing to the Warden within seven (7) working days after the Step 1 answer is received or due. The Warden shall, within seven (7) working days of the receipt of the grievance, arrange a meeting with the Association and provide a written answer to the grievance within three (3) working days after the date of such meeting.

Step 3. If the Association is not satisfied with the decision of the Warden under Step 2 of the procedure, then the grievance shall be presented in writing to the ~~Director of~~ <sup>UNDERSHERIFF</sup> ~~Corrections~~ <sup>IN CHARGE</sup> within seven (7) working days of the receipt of the grievance, arrange a meeting, which meeting shall occur within seven (7) working days thereafter, with the Association and provide a written answer to the grievance within three (3) working days after the date of such meeting.

Step 4. If the Association is not satisfied with the decision of the ~~Director of~~ <sup>UNDERSHERIFF</sup> ~~Corrections~~ <sup>IN CHARGE</sup> under Step 3 of the procedure, then the grievance shall be presented in writing to the next level of authority within seven (7) working days after the Step 3 answer is received or due. For the purpose of this grievance procedure, the next level of authority shall be considered the Sheriff. The Sheriff shall, within seven (7) working

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days of the receipt of this grievance, arrange a meeting, which meeting shall occur within seven (7) working days thereafter, with the Association. The Sheriff shall give the Association a written answer to the written grievance within three (3) working days after the date of such meeting.

In the event the grievance is not settled at Step 4 of this procedure, the Association may elect to proceed through the New Jersey Department of Personnel or through Step 5 of this grievance procedure. However, upon election of either procedure, the choice of the Association then becomes exclusive in nature and neither it nor the affected Employee can later avail themselves of the procedure not used.

Step 5. If the grievance is still unsettled, the Association may request arbitration within fifteen (15) days after the reply of the Sheriff is received or due. Arbitration shall be through the Public Employment Relations Commission, the expense of which shall be shared equally by the Employer and the Association; each side shall be responsible for their own costs and expenses in presenting the arbitration. The decision of arbitration shall be final and binding to both parties. The Arbitrator shall be governed by the terms of this Agreement and shall add nothing to nor subtract anything from this Agreement.

Section 4. The time requirements established herein may only be relaxed by mutual agreement.

Section 5. A grievance may be initiated at the lowest step where authority to remedy the said grievance exists.

ARTICLE 9

SALARY

Section 1. The wage agreement and step reduction agreement shall be as set forth on Appendix A.

Section 2. Employees Hired After April 1, 2002

A. Effective April 1, 2002, and applying only to employees newly hired after April 1, 2002, step movement shall continue to be annual, however each new employee's anniversary date for step progression shall be calculated on the next quarterly start date following date of hire. The new start dates will be as follows:

January 1

April 1

July 1

October 1

B. A new employee shall have as his or her designated start date the designated quarterly date listed above which next follows the original date of hire. For example, a new employee hired on March 15 shall be designated for step movement purpose only as being hired April 1 of that year. A new employee hired in August would be designated for the commencement of the initial year as being hired, for pay step purposes only, on October 1 of said year. Once a start date as above outlined has been designated for an employee, then said employee

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shall continue to move on an automatic annual step movement basis until reaching the maximum pay rate. Except for the designation of a start date for calculation purposes, all other aspects of the automatic annual step movement program shall continue and survive the agreement.

Section 3. All employees hired prior to April 1, 2002 shall continue to move on the automatic annual step movement basis previously established, effective January 1 of each year.

Section 4. Effective January 1, 2002 all previously designated "Off Guide" people shall have their respective base wage rates merge into and be the same as the maximum base pay rate for the top step correction officer pay rate.

Section 5. Notwithstanding those new employees hired after April 1, 2002, effective the first pay in January 2002, employees shall be compensated in accordance with the automatic annual step increment salary guide included as Appendix A, which guide shall survive the expiration of this Agreement.

Placement on this guide shall be as follows:

<u>2001 BASE SALARY</u>	<u>2002 STEPS</u>
\$28,000	STEP 1 \$35,050
\$33,000	\$36,050*
\$35,000	STEP 2 \$38,625
\$37,500	STEP 3 \$41,200
\$40,000	STEP 4 \$43,775
\$42,500	STEP 5 \$47,000

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\$45,500	STEP 6 \$49,440
\$48,000	STEP 7 \$52,100
\$50,500 & \$56,000	STEP 8 \$60,000

\*Not in step for 2002 will go to Step 2 in 2003.

Section 6. Movement on the guide shall be as indicated in Appendix A. For the years 2002 and 2003 employees shall move from one year to the next on the salary guide as of the first full pay period of each new year (except for those employees hired after April 1, 2002 whose movement shall occur on the designated quarterly date as mentioned in Section 2 above). For the year 2004 employees hired prior to April 1, 2002 shall move to the next step on the salary guide effective March 1, 2004. Employees at maximum Step 8 and Step 7 (2003 & 2004) shall remain at that step year to year.

## ARTICLE 10

### UNIFORM AND MAINTENANCE ALLOWANCE

Section 1. Each employee shall be provided with an advance payment of annual uniform and maintenance allowance for the duration of this Agreement in the amount of one thousand dollars (\$1,000) per annum, paid in a lump sum payment with the first pay period for January.

For those employees who are not on the active payroll when the uniform payment is due to be paid, they shall receive their lump sum payment at the time they return to the active payroll.

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Section 2. If an employee is suspended or on disability for 30 days or more in the preceding year, or if an employee is absent on workers' compensation for 60 days or more in the preceding year, the uniform allowance paid in January of the succeeding year will then be pro rated accordingly. There will be no pro rata adjustment for suspension or disability leave of less than 30 days duration, nor for workers' compensation leave of less than 60 days duration.

Section 3. Newly hired Employees shall receive uniform allowance in quarterly pro rated payments beginning with the first paycheck of January, April, July, and October, and continuing through the end of the calendar year in which they successfully complete training at the Police Academy. Thereafter, they will receive payment set forth in Section 1.

Section 4. New officers shall receive a full complement of necessary clothing to satisfy Police Academy training requirements as set forth by the Employer's rules and regulations.

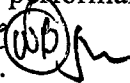
Section 5. Any item of clothing which is damaged in the line of duty shall be replaced at no cost to the Employee, payable on the last pay period of the year. However, there shall be no replacement payment if the Employee has expended less than \$400.00 during the year for replacement of clothing or for equipment. Any claim for replacement must be substantiated with proof of expenses in excess of the limit herein set.

Section 6. Any increase in uniform or maintenance allowance extended to superior officers of the department of corrections during the term of this Agreement shall cause this Article to be reopened and the Parties shall renegotiate same.

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ARTICLE 11

COLLEGE INCENTIVE

Section 1. Since the Sheriff and the County of Monmouth recognize the value of trained Correction Officers, they hereby agree to pay any officer covered by this Agreement additional compensation in the amount of \$35.00 per year of college credit that is obtained by an officer after January 1, 1984 and while employed by the Sheriff or the County, which amount represents a \$10 increase effective January 1, 1998. The credit must be from an accredited college and in a course that will be of value to the person in the performance of work for the Employer, which the <sup>undersheriff</sup> ~~Director of Corrections~~ shall approve. *In charge* 

Section 2. Prior to registration in a course, an Employee must obtain approval to attend the course if additional payment is sought. A committee consisting of representatives of the Sheriff's Office, the Personnel Office and the PBA shall review and approve proposed courses. Payment shall not be made without prior approval, which shall not be unreasonably withheld.

Section 3. The County shall establish an arrangement with the New Jersey Correction Officers Academy and Mercer County Community College, similar to the existing arrangement between Brookdale Community College and the Monmouth County Police Academy, under which the Academy or the College will automatically provide the County with transcripts for creditable courses successfully completed.

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## ARTICLE 12

### LONGEVITY PAY

[If, during the term of this Agreement, the Board of Chosen Freeholders grants longevity pay benefits to any bargaining unit over which it has direct and final authority as the employer, the parties shall reopen negotiations on the issue of longevity.]

## ARTICLE 13

### HOURS OF WORK

Section 1. The regular hours of work each day shall be consecutive, except for interruptions for meal periods and coffee breaks. A day shall consist of eight (8) hours of work on or off premises. Said period shall include two fifteen (15) minute breaks and a thirty (30) minute period for a meal.

Section 2. The work week shall consist of five (5) consecutive eight (8) hour days as defined herein. Said eight (8) hour periods multiplied by five (5) days shall be equivalent to forty (40) hours and a full work week.

Section 3. Work schedules showing employees' shifts, work days and hours shall be posted on all department bulletin boards.

Section 4. The Employer agrees to maintain the time clock as of the effective date of this Contract for the purposes of determining when employees commence their

work day and when the employee completes the same. The Employer agrees to maintain the time clock in operation during the period of this Agreement.

Section 5. Effective January 1, 1999, a 10-minute roll call will be initiated prior to each regularly scheduled shift, unless and until the parties agree to a new schedule. Roll call time shall be paid at the overtime rate.

## ARTICLE 14

### OVERTIME, CALL-IN TIME AND COURT TIME

#### Section 1. Overtime.

- (a) Definition. Overtime is defined as any time worked in excess of the regular work week of forty (40) hours as defined in Article 13 of this Agreement.
- (b) Overtime work shall be compensated at the rate of one and one-half (1 ½) times the employee's regular hourly rate of pay.
- (c) Scheduling and Assignment of Overtime.

Overtime shall be assigned on a voluntary seniority rotation basis first and, if there are insufficient volunteers to meet manning requirements, it shall be assigned on an involuntary inverse seniority basis in accordance with Section 4, herein.
- (d) There shall be a five (5) minute tolerance at punch out time with no necessity to or accumulation of compensation for overtime purposes. All time from five minutes and one second (5:01) to ten minutes (10:00) shall be recorded and

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shall be accumulated to one (1) hour, at which time overtime shall be paid. Punch out beyond ten minutes (10:01, etc.) shall be recorded and shall accumulate to one (1) hour, as above, except that the officer may be required by administration to supply a written report explaining the reason for the late punch out.

#### Section 2. Call-In Time.

In the event that an employee is called in or back to duty during time off, compensation shall be at one and one-half (1 ½) times regular rate of pay for four (4) hours or for all hours worked, whichever is greater.

Section 3. An employee may request compensatory time off for overtime service, up to a maximum of 48 hours. An employee shall also have the option to receive pay for compensatory time earned, provided that it is requested in the year it is earned and not later than November 1 of that year. Distribution is to be governed by seniority and is subject to scheduling availability. The member may request the option of compensatory time for any Overtime hours worked up to a maximum of 48 hours. Example: 8 hours of overtime equals 12 hours of compensatory time.

#### Section 4. Court Time.

All off-duty court appearances shall be compensated at one and one-half (1 ½) times the employee's regular rate of pay for two (2) hours, or for all hours worked, whichever is greater.

Section 5. A preferred list of volunteers for overtime shall be developed between the Administration of the jail and the PBA specifying the following

- a. Officers who wish to work beyond their shift; and
- b. Officers who wish to work on their scheduled days off.

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In the event volunteers for overtime cannot be secured, then the Warden shall require officers on the shift to be held over until the shift can be filled with qualified personnel. Officers shall be held over in the inverse order of seniority with the officer with the least seniority being first until the shift is rotated through.

## ARTICLE 15

### 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 on the premium costs and made through automatic payroll deductions.

Section 3. The provisions of Board resolution #94-267 shall continue to apply, and 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. It is understood that the co-pay mentioned

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herein may be changed no sooner than January 1, 2003, but it is agreed that the change shall not exceed \$15 for prescription drugs and \$10 for generic drugs, and that it may be implemented following negotiations with Interest Arbitrator Robert Glasson retaining jurisdiction on this issue.

Section 5. The statutory compensation provided in NJSA 34:15-12 (a) and applicable law, is recognized as controlling the issue of payment for employees on temporary disability leave. It is agreed that reimbursement for temporary disability leave of less than one year shall be calculated to insure that employees on such workers' compensation temporary disability leave will be paid the same amount of take home pay [net pay] as they were receiving prior to their disability leave, payments continuing for not longer than the first year. Thereafter, the provisions of NJSA34: 15-12 (a) shall apply. The employee shall in no way suffer a reduction of net pay as a result of the injury or disability during the first year of disability.

## ARTICLE 16

### VACATIONS

Section 1. Each employee shall be entitled to annual vacation leave, depending upon said employee's years of service with the County, as follows:

#### YEARS OF SERVICE

#### VACATION

Up to 1 year

1 day per month worked

2<sup>nd</sup> through 5<sup>th</sup> year

12 working days

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6 <sup>th</sup> through 12 <sup>th</sup> year	15 working days
13 <sup>th</sup> through 20 <sup>th</sup> year	20 working days
21 or more years	25 working days

Section 2. An employee who was employed for more than six (6) months during the first calendar year of employment shall have that included in the computation for years of service under Section 1 hereof.

An employee who was employed for six (6) months or less during the first calendar year of employment shall not have that year included in the computation under Section 1 hereof.

Section 3. Effective January 1, 1999, seniority shall govern the scheduling of all vacations, which shall herein be defined as certified time [measured from the date of permanent appointment] at the Monmouth County Correction Institution.

Section 4. Effective January 1, 1999, vacation selection shall be made on or by December 1 of the year preceding the year in which the vacation is to be taken. A "block system" shall be followed, wherein a senior officer may schedule all or part of said officer's vacation time as a continuous block of time. Once such a block of time is scheduled, that officer must then wait until all other officers have selected their block of time, whereupon the officer may select an additional block of time, and until all time is used.

Primary vacation selections shall be made by December 1 of the year preceding the vacation year, but in no case until after the work chart is set for the year in which the vacation selection is to be taken.

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## ARTICLE 17

### PERSONAL, SICK AND MATERNITY LEAVE

Section 1. Personal Leave. Except where the schedule does not permit, the Warden or designee shall allow up to three (3) personal days to be taken annually. Requests for personal days off are subject to prior approval and shall be made at least five (5) working days prior to scheduling a personal day off, but an employee may request a personal day for emergent circumstances by telephone.

Section 2. Sick Leave. Pursuant to adopted County leave policy, the Employer shall advance fifteen (15) sick leave days in accordance with New Jersey Department of Personnel regulations on same.

Section 3. Pregnancy Leave. An employee who requests leave with or without pay by reason of disability due to pregnancy shall be granted such leave under same terms and conditions as those applicable for sick leave or leave without pay. Sick or vacation leave may be used for pregnancy disability leave. An employee must exhaust all accrued sick leave to be eligible for the County Temporary Disability Compensation Plan.

Section 4. Child care may be granted to employees under the same terms and conditions as provided under Family Leave which provides for a maximum leave of 12 weeks in any 24 month period.

Section 5. An employee may request an unpaid leave of absence for up to six (6) months pursuant to New Jersey Department of Personnel regulations. An employee may

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make application for an extension of the initial six (6) month leave pursuant to New Jersey Department of Personnel regulations.

## ARTICLE 18

### HOLIDAYS

Section 1. The following days shall be recognized and observed as paid holidays:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Lincoln's Birthday	General Election Day
Washington's Birthday	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

Section 2. When a holiday falls during employee's vacation or regular day off, said employee shall be given a floating holiday at the regular rate of pay or may receive one (1) extra day's pay at straight time in lieu of the floating holiday.

Section 3. If an employee works on a holiday, there shall be given an option of choosing either to be paid at the rate of time and one-half plus holiday pay or to receive a floating holiday.

Section 4. Any other holidays granted generally to County employees by resolution of the Board of Chosen Freeholders, the Governor of the State of New Jersey,

or the President of the United States shall also be granted to all persons covered by this Agreement.

Section 5. The scheduling of floating holidays shall be governed by seniority, subject to use and approval as set forth below.

For the first three full years of employment, the first seven (7) listed holidays may be scheduled and used within the first half of the year, from January 1 to June 30. The remaining six (6) holidays may be scheduled and used within the second half of the year, from July 1 to December 31. After the first three years, an employee may request full or partial holiday benefit use at any time during the calendar year. Any holiday not scheduled will be paid.

## ARTICLE 19

### DEATH IN FAMILY

Section 1. The Employer agrees to grant up to five (5) days leave to an Employee due to the death of an Employee's parent, spouse, child or step-child.

Section 2. The Employer agrees to grant up to three (3) days leave to an Employee due to the death of a member of their immediate family. As used herein, "immediate family" means parent of Employee's spouse, grandparents of the Employee or spouse, sister or brother.

Section 3. The days provided under this Article shall not be considered as sick leave.

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## ARTICLE 20

### PERSONNEL

Section 1. A sufficient number of personnel shall be assigned to each shift to permit the secure operation of the facility and to assure adequate coverage for the health and safety of the employee.

Section 2. Should an opening become available on a shift, it shall be posted on the bulletin board for five (5) days so that the officers may bid for said opening. Seniority shall be considered as the final determinant.

Section 3. The Warden reserves the right to assign staff to any position when needed. Special assignments requiring special skills and expertise shall be assigned on the basis of an evaluation of training, education and skill necessary for successful completion of the assigned tasks. However, in no case shall shift changes be used to discriminate against officers.

Should a special assignment opening, which is expected to last for more than 30 days, become available on a shift, it shall be posted on the bulletin board for seven (7) calendar days so that officers may bid for said opening. It is understood that notification and selection shall occur without any unnecessary delay, though the special assignment opening may be filled on a temporary basis by the Warden.

VK WB

## ARTICLE 21

### WEAPONS QUALIFICATION AND TRAINING

Section 1. The Employer shall continue to provide the twice yearly mandatory firearms range qualification program for Correction Officers.

Section 2. In the event that the Employer provides training programs for Correction Officers in accordance with State regulations and guidelines, participation in such training programs shall be mandatory.

Section 3. Participation in training programs over an above regular working hours shall be compensated at the overtime rate.

Section 4. The Employer requires one hundred and twenty-five (125) firearms-qualified officers for operational needs. Any officer qualified prior to May 25, 1992, shall be allowed to maintain that status, but there shall be no replacements on the qualification roster until the number of qualified officers falls below 125.

## ARTICLE 22

### TRANSPORTATION

Section 1. The parties agree that penal transportation encompasses a variety of details. By way of examples, the following general categories have been identified in conjunction with the transportation of prisoners assigned to or in the custodial care of the County of Monmouth:

- a. Monmouth County Court House (transportation to and from County Jail and Court House, custodial responsibility within the Court House, and escort duties to and from the holding area within the Court House and the respective courtrooms.).
- b. Inmate transportation to and from all other penal institutions outside of the County (State, Federal, other Counties), Out of State prisoner transport, Witness Protection Program transport, Transportation to and from other penal institutions and courts (Other Countries, State, Federal).
- c. Transportation of prisoners to and from hospitals and specific mental and/or physical detention facilities.
- d. Transportation of inmates to and from treating physicians, dentists, medical technicians, and the like.
- e. Transportation to treatment clinics (not detention in nature).

Section 2. The parties agree that unit members [Correction Officers] shall be responsible for all transportation duties as may relate to and be performed under categories (subsections) (b) and (c), as stated herein above.

Section 3. Unit members [Correction Officers] shall be eligible to fill vacancies as may occur within categories (subsections) (a), (d) and (e), as stated herein above, if, and only if, replacements are not available to fill said assignments from within the department of responsibility.

Section 4. Any new categories other than those listed herein above in Section 1, shall be discussed with the PBA prior to the assignment of responsibilities as may be related thereto, prior to their implementation and assignment.

SK WB

Section 5. The decision as to the number of Employees accompanying a prisoner during a transport shall be made by the appropriate supervisor.

Section 6. Whenever it is necessary to transport any prisoner at night or to transport a prisoner who is charged with or has been convicted of a high misdemeanor, a minimum of two (2) unit members shall accompany the prisoner during the transport.

Section 7. The Sheriff and the County shall insure that transportation and hospital duty shall be assigned to unit members [Correction Officers] except in emergent circumstances. Hospital duty, when required, is considered a post and shall be assigned to unit members of the Association (non-supervisory correction officers).

Section 8. It is agreed that upon approval by the PBA 314 that it will be responsible for only those transportation duties set forth under Section 1 (a) above, then at that time the PBA 240 will be responsible for all other transportation duties as set forth in Section 1 (b) through (e). In that case, Sections 3 and 4 above will lapse.

## ARTICLE 23

### PAYCHECK RELEASE

Section 1. paychecks for the 10:00p.m. to 6:00a.m. shift will be available at the end of the shift, 6:00 a.m. Friday morning. This will continue until any change in shift hours which may be agreed to by the County and the Association.

JK WB



## ARTICLE 24

### PROBATIONARY PERIOD

Section 1. New employees permanently appointed shall serve a twelve (12) month probationary period and as governed by Chapter 176 of the New Jersey Laws of 1988.

Section 2. The Employer has the right to remove an employee during such probationary period for cause.

Section 3. The Employer has the right to deny permanent status to any probationary employee at the conclusion of said probationary period, in which case and at such time, said employee's employment shall be terminated.

Section 4. Exercise of the rights provided in Section 3 above shall not be subject to the contractual grievance procedure. The County shall hold the PBA harmless for its agreement with and adherence to this section.

## ARTICLE 25

### JOINT SAFETY AND FACILITY COMMITTEES

Section 1. A Joint Safety Committee shall be established consisting of membership of both Management and PBA.

CK WB

Section 2. The parties shall establish a Facilities Committee consisting of one (1) representative of the ~~Director~~ <sup>undersheriff (WB)</sup>, the County and two (2) representatives of the PBA. The Facilities Committee shall review questions and issues concerning facilities as they arise.

## ARTICLE 26

### NON-DISCRIMINATION

Section 1. The Employer and the Association agree not to discriminate against any Employee on the basis of race, color, creed, sex, national origin, lawful Association membership, or lawful political activity.

Section 2. The Employer and the Association agree not to interfere with the right of Employees to become or to refrain from becoming members of the PBA. There shall be no discrimination against any Employee because of unit membership or non-membership.

Section 3. Grievances arising under this Article shall not be subject to the final binding arbitration step of the grievance procedure but, rather, shall be submitted to the appropriate administrative agency having jurisdiction over the subject matter of the complaint.

WB

## ARTICLE 27

### CEREMONIAL ACTIVITIES

Section 1. In the event of a death of a law enforcement officer in another department, the employer will permit at least two (2) uniformed County Correction Officers to be detailed to participate in funeral services for the deceased officer, to be selected by the PBA President.

Section 2. The detail will be provided with a Sheriff's vehicle to be utilized for participation in the funeral service, subject to the availability of such a vehicle.

## ARTICLE 28

### REPLACEMENT

Section 1. No full time employee in a safety sensitive position or in a position requiring unique training and experience as a County Correction Officer shall be replaced by any individual outside of the bargaining unit.

Section 2. No post currently filled by a full time employee in a safety sensitive position or in a position requiring unique training and experience as a County Correction Officer shall be replaced by any individual outside of the bargaining unit.

*JK WB*

ARTICLE 29

MAINTENANCE OF STANDARDS AND SAVINGS

Section 1. 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 this contract, shall be continued to the same level and in the same manner as presently in existence.

Section 2. If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable or not in accordance with applicable statutes, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

*Handwritten initials: JWB*

APPENDIX A – SALARY GUIDE

<u>Step</u>	<u>2002</u>	<u>2003</u>	<u>2004</u>
Entry Rate	28,000	28,000	28,000
1	35,050	35,050	35,050
2	38,625	39,700	40,500
3	41,200	42,400	42,700
4	43,775	45,000	46,000
5	47,000	50,000	52,000
6	49,440	55,000	56,600
7	52,100	62,500	70,000
8	60,000	n/a	n/a

This is an annual automatic step movement system which is intended to survive the contract.

*JLWB*

ARTICLE 30

TERM AND EXTENT OF AGREEMENT

This Agreement shall be effective January 1, 2002 and shall continue in full force until December 31, 2004 or until a new Agreement is executed.

IN WITNESS WHEREOF, the parties have hereunto affixed their signature this \_\_\_\_\_ day of \_\_\_\_\_, 2002:

MONMOUTH COUNTY SHERIFF:

Joseph W. Orley

MONMOUTH COUNTY BOARD OF CHOSEN FREEHOLDERS:

Harry Larrison, Jr.  
HARRY LARRISON, JR., DIRECTOR

Ann Pizarro 9-20-02  
COUNTY ADMINISTRATOR

MONMOUTH COUNTY CORRECTION  
OFFICERS ASSOCIATION, INC.,  
PBA LOCAL 240

Walter H. Bannock President 9/20/02