

**AGREEMENT**

**BETWEEN**

**MONMOUTH COUNTY SHERIFF AND**

**MONMOUTH COUNTY BOARD OF CHOSEN FREEHOLDERS**

**AND**

**MONMOUTH COUNTY SHERIFF'S OFFICERS**

**PBA LOCAL 314**

## AWARD

1. All proposals by the County and the PBA not awarded herein are denied and dismissed. All provisions of the existing agreement shall be carried forward except for those modified by the terms of this Award.
2. The increases in salary shall be retroactive to their effective date and received by all eligible unit employees, including those who have left employment in good standing between the effective date of the salary adjustments and their last date of employment.
3. **Duration** – There shall be a three year Agreement effective January 1, 2002 through December 31, 2004.

4. **Article 6: Handbook and Work Rules**

Add Section 3 to read:

Section 3. The Employer shall provide a copy of all rules and regulations, County Handbooks, Personnel Manuals and policies to the Association.

5. **Article 13: Work Schedule**

Modify Section 4 to read:

Section 4. Officers who are assigned to a schedule that is other than Monday through Friday, shall select their days off by seniority unless the skills and qualifications required for certain assignments by the Sheriff or his designee prevent such selection.

6. **New Article: Military Leave**

Add new language:

Any unit employee who is called to active military service shall be granted a military leave of absence with all attendant rights and benefits set forth in all applicable statutes.

7. **Article 3: Association Rights**

Article 3, Section 1 shall be modified to allocate 75 days of paid leave per year instead of 50 days effective January 1, 2004.

8. **Article 18: Holidays**

Section 3 shall be amended to read as follows:

If an employee works on a holiday, there shall be an option of choosing either to be paid at the rate of time and one-half plus holiday pay, or to receive time and one-half plus a compensatory day off to be scheduled at a future time.  
[underline added]

9. **Preservation of Unit Work (New Article)**

The County will consult with PBA Local 314 prior to new assignments for uniform law enforcement services on County property, at County facilities and/or at County functions to any County law enforcement personnel. Unless extraordinary circumstances exist, such consultation will take place at least sixty (60) days prior to the assignment of such work.

10. **Article 11: College Incentive**

Section 1 shall be amended to replace \$35 per year per college credit with \$50 per year per college credit effective January 1, 2004.

11. **Lateral Transfers (New Article)**

If the Employer exercises its right under a Department of Personnel Inter-Governmental Transfer procedure or other procedure authorized by law to hire an officer with prior experience (including but not limited to the Inter-Governmental Transfer Program), the following shall apply:

Section 1. Such transferring officer shall not receive credit and shall be considered a new hire for seniority vacation selection, overtime selection, and seniority based bidding assignments.

12. **Article 14: Overtime, Call In and Court Time**

A new section, Section 6, shall be added which shall read as follows:

Section 6. Effective January 1, 2004, 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.

13. **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 January 1, 2004

- A. Effective January 1, 2004, and applying only to employees newly hired after January 1, 2004, 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 the 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 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 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 January 1, 2004 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 January 1, 2004, 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	\$46,050*
\$35,000	Step 2 \$38,625
\$37,500	Step 3 \$41,200
\$40,000	Step 4 \$43,775
\$42,500	Step 5 \$47,000
\$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. Employees hired prior to January 1, 2004 shall move

from one year to the next on the salary guide as of the first full pay period of each new year. Employees at maximum Step 8 and Step 7 (2003 & 2004) shall remain at that step year to year.

**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.

**14. 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 of 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 herein may be changed no sooner than January 1, 2004, but it is agreed that the change shall not exceed \$15 for prescription drugs and \$10 for generic drugs.

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 NJSA 34:15-12(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.

15. **Stipulations of the Parties**

1. **PREAMBLE**

This Agreement, effective as of the first day of January 1, 2002, by and between the Monmouth County Sheriff [hereinafter referred to as the Employer], the Monmouth County Board of Chosen Freeholders [hereinafter referred to as the County or the Employer-Funding Agent] and PBA Local No. 314 [hereinafter ~~referred~~ referred to as the Association], is designed to maintain and promote a harmonious relationship between the Sheriff, the County and those employees within the bargaining unit herein defined in order that more efficient and progressive public service may be rendered. [TA 11-19-01 12]

2. **ARTICLE 10, UNIFORMS AND MAINTENANCE**

Section 7. ~~There will be a re-opener in the event~~ If the Employer requires new uniforms in whole or part for any employees, the Employer shall bear the full cost of same. (TA 12-1-01)

3. **ARTICLE 11, COLLEGE INCENTIVE**

Section 2. A committee consisting of representatives of the Sheriff's Office, ~~the Personnel Office and P.R.A. Local 314,~~ the Association (TA 11-19-01) shall review and approve courses taken by an Employee in advance of registration. Payment of courses shall not be made without prior approval. Said approval shall not be unreasonably withheld.

4. **ARTICLE 14, OVERTIME, CALL-IN AND COURT TIME**

Section 7 - REPORTING IN ADVANCE OF REGULAR SHIFT. An officer requested to report prior to his/her regular duty assignment will be compensated ~~for at the overtime rate of~~ four (4) hours ~~at the overtime rate~~, if requested to report more than two hours before the scheduled start of his regular assignment. If requested to report two hours or less prior to his/her regular duty assignment, the officer will be compensated at overtime rates for the hours worked.

Officers required to perform duties as a continuation of the regular duty assignment, will be compensated at overtime rates for the hours worked. (TA 12-10-01)

Section 8 - MUTUAL AID. During non-duty hours, when an officer is called in to assist by another agency, when the assignment is approved by a Captain or other authorized supervisor (Sergeant or above) the officer will receive a minimum of four (4) hours pay (or compensatory time) at overtime rates. (TA 12-10-01)

Section 10 - ADDITIONAL ASSIGNMENTS (OFF DUTY HOURS). When a sheriff's officer is assigned to additional assignments during off-duty hours, by a sheriff's officer supervisor and it is necessary for a patrol vehicle to be used by the officer, the officer shall receive pay (or compensatory time) at overtime rates from the time the patrol vehicle is picked up by the officer at the courthouse, Veterans Memorial Building or ID/Transportation Unit, until the patrol vehicle is returned to the original location at the completion of the assignment, ~~will be paid~~. The sheriff's officer shall check in and out of service with the Monmouth County Police Radio Room. (TA 12-10-01)

5. **ARTICLE 18, HOLIDAYS**

Section 5. If a holiday falls on a Saturday or Sunday, it shall be recognized on the preceding Friday or Monday, respectively. (TA 12-10-01)

6. **ARTICLE 20, PROBATIONARY PERIOD**

Section 1. Newly hired employees shall serve a twelve (12) month probationary period and as governed by Charter 176 of the Laws of New Jersey of 1988. During the probationary period, the employee shall not have the right to use the contractual grievance procedure to challenge disciplinary action, including discharge, ~~and shall not~~



~~be subject to the Agency Shop Representation Fee of this Agreement. (TA 12-10-01)~~

Section 3. Employees who have completed the working test period in accordance with New Jersey Department of Personnel regulations shall have the right to appeal from major discipline or discharge through the New Jersey Department of Personnel procedure or, where New Jersey Department of Personnel is without jurisdiction (e.g. cases of suspension for five (5) days or less) through the contractual grievance procedure up to and including Step 4. Arbitration (TA 12-10-01)

## 7. ARTICLE 21, NON-DISCRIMINATION

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

~~Section 2. The Employer and the Association agree not to interfere with the right of Employees to become or not become members of the Bargaining Unit; and, further, that there shall be no discrimination or coercion against any Employee because of unit Association 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. (TA 12-10-01 to Eliminate Article)~~

## 8. ARTICLE 22, TRANSPORTATION

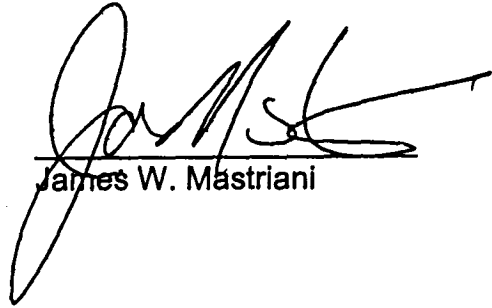
Section 3. For safety reasons, at least two (2) officers shall accompany a prisoner during transport. The decision as to using more than two (2) officers to accompany a the number of Employees accompanying a prisoner during a transport shall be made by the appropriate supervisor or OIC. (TA 12-10-01)

## 9. ARTICLE 24, MAINTENANCE OF STANDARDS AND SAVINGS

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. The parties will

immediately commence negotiations to attempt to replace the offending provision. (TA 12-10-01)

Dated: December 15, 2003  
Sea Girt, New Jersey



James W. Mastriani

State of New Jersey     }  
County of Monmouth    }ss:

On this 15<sup>th</sup> day of December, 2003, before me personally came and appeared James W. Mastriani to me known and known to me to be the individual described in and who executed the foregoing instrument and he acknowledged to me that he executed same.



GRETCHEN L. BOONE  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires 8/13/2008

**AGREEMENT**

**BETWEEN**

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

**and**

**MONMOUTH COUNTY SHERIFF'S OFFICERS  
PBA LOCAL 314**

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**JANUARY 1, 1998 through DECEMBER 31, 2001**

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1-20-99

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PREAMBLE

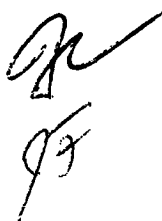
This Agreement, effective as of the first day of January 1, 1998, by and between the Monmouth County Sheriff [hereinafter referred to as the Employer], the Monmouth County Board of Chosen Freeholders [hereinafter referred to as the County or the Employer-Funding Agent] and PBA Local No. 314 [hereinafter referred to as the Association], is designed to maintain and promote a harmonious relationship between the Sheriff, the County and those employees within the bargaining unit herein defined in order that more efficient and progressive public service may be rendered.

② *[Handwritten signature]*

ARTICLE 1  
RECOGNITION

The Sheriff and the County hereby recognize the Association as the 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 employed in the title of Sheriff's Officer.

(2)

Handwritten signature and initials, possibly 'JK' and 'JS', in cursive script.

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

Section 3. If an employee covered by this Agreement does not become a member of the Association during any membership year which is covered by this 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 paid 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.

Handwritten signature and initials, possibly "EJR" and "PJ", in dark ink.



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.

A handwritten signature in black ink, appearing to be a stylized name, possibly 'D. J. F.', located at the end of the text.

ARTICLE #3

ASSOCIATION RIGHTS

Section 1. The PBA shall be allocated fifty (50) days of paid leave per year for attendance at PBA meeting, conventions and New Jersey law enforcement funerals. In 2001, ten (10) additional days will be made available for the purpose of negotiations.

Leave pursuant to this provision shall be granted upon a written authorization submitted by the PBA President to the Sheriff, or the individual designated by the Sheriff, indicating the name or names of the individuals and the date or dates on which their absence will be required.

Section 2. In order to facilitate the scheduling of manpower, advanced notice of the use of PBA leave time shall be provided and , in case of scheduled meetings, such advanced notice shall be given at least five (5) working days prior to the scheduled date of leave.

Section 3. It is agreed that the PBA President and Delegate shall be granted reasonable time off to investigate grievances, with prior notice given to the Sheriff or the individual designated by the Sheriff.

Section 4. 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 operations of the Sheriff or the County.

(u) [Signature]

ARTICLE 4

MANAGEMENT RIGHTS

Section 1. It is recognized that the Sheriff has and will continue to retain the rights and responsibilities to direct the affairs of the Sheriff's Office in all its various aspects.

Section 2. Among the rights retained by the Sheriff are the rights to direct the working forces; to plan, direct, and control all the operations and services of the Sheriff's Department; 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.

(W) 

ARTICLE 5  
STRIKES AND LOCKOUTS

Section 1. Neither the Association nor any of its officers, agents or employees will instigate, promote, sponsor, engage in, or condone any strike, slowdown, concerted stoppage of work or any other intentionally interruption of the operations of the Monmouth County Sheriff's Office.

Section 2. Any employee who violates any of 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.

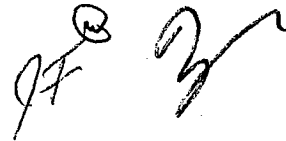
*JH* *W*

ARTICLE 6

HANDBOOK AND WORK RULES

Section 1. The parties agree that, to the extent that they are not inconsistent with any provisions of this Agreement, the Association and the members of the bargaining unit are entitled to the benefits of and are bound by the requirements of the County of Monmouth Personnel Handbook and the Monmouth County Sheriff's Officer's Manual. The parties specifically endorse the provisions of the latest addition of the Handbook and the Duty Manual, to the extent that those provisions are not covered by this Agreement.

Section 2. The Employer shall establish reasonable and necessary rules of work and conduct for employees. All such rules shall be equitably applied and enforced.



ARTICLE 7

DISCIPLINE

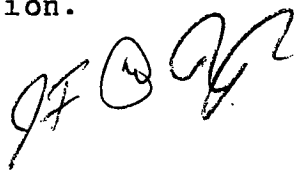
Section 1. An employee may be discharged, demoted or otherwise disciplined for just cause.

Section 2. An employee required 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, and at the same time, as the employee, provided that the employee may waive PBA notice in the event the employee does not wish such notification to be made.

Section 4. An employee shall have the right to representation at any disciplinary hearing.

Section 5. 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 314 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 the 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 One. The Association shall present the grievance under Step One to the individual designated by the Sheriff. The grievance shall be presented in writing within ten (10) working days of its occurrence. The individual designated by the Sheriff shall respond within seven (7) working days of receipt of the grievance.

Step Two. If the Association is not satisfied with the decision at Step One, or if no decision is issued within seven (7) working days as required in Step One, then the grievance shall be presented in writing to the Sheriff within seven (7) working days after the conclusion of Step One. The Sheriff shall give the Association a written answer within seven (7) working

days of the receipt of the written grievance; or the Sheriff may arrange a meeting with the Association in which case the Sheriff shall give the Association its written answer to the grievance within three (3) working days after the date of such meeting.

Step Three. If the Association is not satisfied with the decision of the Sheriff under Step Two of the procedure or if no decision is issued within the time permitted under Step Two, then the grievance shall be presented in writing to the Monmouth County Personnel Officer. The County Personnel Officer shall give the Association a written answer within seven (7) days of receipt of the written grievance; or the Personnel Officer may, within seven (7) working days of the receipt of the written grievance, arrange a meeting with the Association, in which case the Personnel Officer 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 that a grievance is not resolved at Step Three of this procedure, the Association may elect to proceed to Step Four of this grievance procedure, unless the subject matter of the grievance comes under the jurisdiction of the New Jersey Department of Personnel appeal procedure, in which case, the Association and employee must utilize those procedures for any appeal beyond Step Three.

Step Four. If the Association is not satisfied with the decision under Step Three of the procedure or if no decision is issued within the time permitted under Step Three, then the



Association may request arbitration within fifteen (15) days after the reply of the County Personnel Officer is due. Said arbitration shall be through the Public Employment Relations Commission, the expense of which shall be shared equally by the Employer and the Association.

The decision of arbitration shall be final and binding on both sides. The Arbitrator shall be governed by the terms of this Agreement and shall add nothing to nor subtract anything from this Agreement.

The time requirements established herein may be relaxed for good cause.

*BJ*  
*9F*

ARTICLE 9

SALARY

Section 1. Effective the first pay period in January 1998, and retroactive to that date, employees who are employed on the date of ratification by the parties shall receive the following raises:

1. Employees hired in 1998 shall be paid at the rate of \$25,000, effective their date of hire;
2. Employees whose December 31, 1997 base salary was either \$20,000 or \$22,000, shall be paid \$25,875;
3. Employees whose December 31, 1997 base salary was either \$24,000 or \$26,000, shall be paid \$26,910; and
4. Employees whose December 31, 1997 base salary was \$28,300 or higher shall receive a raise in base salary of three and one-half percent (3.5%) which are as follows:

\$28,300 shall be paid \$29,291;

\$30,400 shall be paid \$31,464;

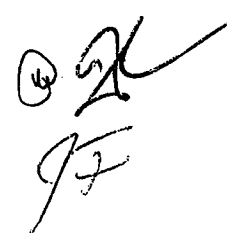
\$34,000 shall be paid \$35,190;

\$37,000 shall be paid \$38,295;

\$41,000 shall be paid \$42,435;

\$45,000 shall be paid \$46,575.

Section 2. Effective the first pay period in January 1999, 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:

Handwritten initials and a signature in the bottom right corner of the page.

1999 BASE SALARY

\$ 25,000  
\$ 25,875 and \$ 26,910  
\$ 29,291 and \$ 31,464  
\$ 35,190  
\$ 38,295  
\$ 42,435  
\$ 46,575  
above \$ 51,000

1999 STEP

\$ 26,000  
STEP 1  
STEP 2  
STEP 4  
STEP 5  
STEP 7  
STEP 8  
OFF GUIDE

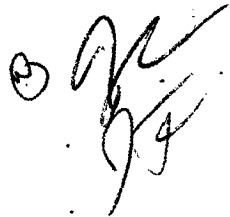
Section 2. The "off guide" pay rates for the term of his agreement shall be as follows:

EFF. 1/1/98 - \$53,073  
EFF. 1/1/99 - \$54,665  
EFF. 1/1/2000 - \$56,305  
EFF. 1/1/2001 - \$57,994

Section 3. Movement on the guide shall be as indicated in Appendix A. Employees shall move from one year to the next on the salary guide as of the first full pay period of each new year. Employees at Step 9 shall remain at that step year to year. The following are exceptions to the step movement:

1. Employees who are paid \$ 26,000 in 1999 shall advance to Step 1 in 2000; and
2. Employees who are on Step 3 in 2000 shall advance to step 5 in 2001.

Section 4. Starting salary shall be \$ 26,000 in 1999, \$ 27,000 in 2000 and \$ 28,000 in 2001. Movement from starting salary to Step 1 of the guide shall occur on the first pay period in January following date of hire.



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.

Section 2. If an employee is suspended or on disability for 30 work days or more in the preceding year, or if an employee is absent of ~~workers'~~ <sup>*[Handwritten initials]*</sup> compensation for 60 work 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 work days duration, nor for workers' compensation leave of less than 60 work 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.

*[Handwritten initials and signature]*

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 Law Enforcement Division during the term of this Agreement shall cause this Article to be reopened and the Parties shall renegotiate same.

Section 7. There will be a re-opener in the event the Employer requires new uniforms for all employees.

①  
JF

ARTICLE #11

COLLEGE INCENTIVE

Section 1. Since the Sheriff and the County of Monmouth recognize the value of trained Sheriff's 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 Sheriff shall approve.

Section 2. A committee consisting of representatives of the Sheriff's Office, the Personnel Office and the PBA Local #314, shall review and approve courses taken by an Employee in advance of registration. Payment of courses shall not be made without prior approval. Said approval shall not be unreasonably withheld.

Section 3. If the County establishes an arrangement with any police academy and any college similar to the previously existing arrangement between Brookdale Community College and Monmouth County Police Academy the Academy or the College will automatically provide the County with transcripts for creditable courses successfully completed.

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.

① *[Signature]*  
99

ARTICLE 13  
WORK SCHEDULES

Section 1. The regular work day shall consist of eight hours including two (2) fifteen (15) minute breaks and one (1) thirty (30) minute meal period.

Effective 1999, this section shall not apply to employees who are attending initial academy training, and their meal and break periods shall not count as time worked or for overtime purposes for such employees.

Section 2. The regular work week shall consist of five (5) consecutive eight hour days.

Section 3. Work schedules showing employees' shifts, work days, and hours shall be posted on all department bulletin boards. All permanent shift changes shall be posted at least five (5) working days in advance.

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ARTICLE 14

OVERTIME, CALL-IN AND COURT TIME

Section 1. Overtime shall be defined as time worked in excess of the regular forty (40) hour work week as defined above.

Overtime work shall be compensated at the rate of one and one-half (1 1/2) times the employee's regular rate of pay and will be paid on a current basis.

Overtime shall be scheduled on an equitable rotation basis in accordance with seniority.

In the event volunteers for overtime cannot be secured, officers shall be held over in an inverse order of seniority, with the officer with the least being first, until the shift is rotated through. Officers forced shall be compensated as follows:

1st hour	hour worked at 1 1/2
More than 1	2 hours at 1 1/2
More than 2	4 hours at 1 1/2
More than 4	4 hours plus additional hours worked at 1 1/2

The Employer shall endeavor to provide the employee with five days notice prior to any scheduled shift change.

Section 2. Whenever an employee is required to report for duty outside regular working hours or required to make a Court appearance in connection with their employment outside of regular duty hours, such time shall be compensated at the

overtime rate for all hours worked.

Section 3. Employees shall be paid for all overtime work in accordance with this Article, except for municipal court time. Employees shall have the option of paid overtime or compensatory time for all municipal court appearances outside of regular working hours.

Section 4. Employees shall receive a meal allowance in the amount of \$ 5.00 in the event they work three (3) or more hours of overtime at the end of their tour of duty.

Section 5. Pick-ups. Officers shall receive a minimum of four (4) hours paid overtime or four (4) hours compensatory time [officer's choice] at time and one half, when called in or back to duty during time off to make a pick-up.

A "pick-up" is an assignment to transport an individual, arrested on a Monmouth County warrant, from a law enforcement agency within the State of New Jersey to the Monmouth County Correctional Institution.

Officers are not eligible for the four hour minimum if the pick-up is a continuation of a regular duty assignment. The officer will be compensated for the additional time on a continuation at the overtime rate for all hours worked. When the officer is called-in to make a pick-up and receives a second pick-up request, the officer will be compensated at the overtime rate for all hours worked over the four hour minimum.

The Employer reserves the right to assign additional duties to an officer if the original detail is completed in less

than four hours. These additional duties shall not require the officer to work more than four hours.

Section 6. On-call. Officers assigned to on-call shall receive four (4) hours per week of pay or compensatory time for performing these duties. This shall serve as compensation for officers who must limit their activities during the week.

Section 7. Reporting in advance of regular shift. An officer requested to report prior to their regular duty assignment will be compensated at the overtime rate of four (4) hours if requested to report more than two hours before the scheduled start of their regular assignment. If requested to report two hours or less prior to their regular duty assignment, the officer will be compensated at overtime rates for the hours worked.

Officers required to perform duties as a continuation of their regular duty assignment will be compensated at overtime rates for the hours worked.

Section 8. Mutual Aid. During non-duty hours, when an officer is called-in to assist by another agency, when the assignment is approved by a captain or other authorized supervisor (sergeant or above), the officer will receive a minimum of four (4) hours pay (compensatory time) at overtime rates.

Section 9. Court. Officers required to appear in court during non-duty hours will receive a minimum of two hours pay (compensatory time) at overtime rates. This does not include

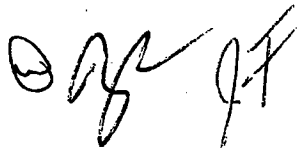
court appearances for approved outside employment or when an officer has volunteered for an assignment and the County is being compensated by a municipality or company.

Section 10. Additional Assignments (Off duty hours).

When an officer is assigned to additional assignments during off-duty hours by a supervisor and it is necessary for a patrol vehicle to be used by the officer, pay (compensatory time) at overtime rate will be made from the time the patrol vehicle is picked up by the officer at the courthouse, Veterans Memorial building or ID/Transportation Unit, and until the patrol vehicle is returned to the original location at the completion of the assignment. The officer shall check in and out of service with the Monmouth County Police Radio Room.

When an officer has an office vehicle assigned and it is unnecessary to pick up the patrol vehicle from one of the Freehold locations, the officer will receive pay (compensatory time) at the overtime rate from the time the officer arrives at the location of the detail and until the officer departs the detail.

When an officer has volunteered for an off-duty assignment and the County is being compensated for the officer's services by another municipality or company, where an officer's supervisor has approved the use of an official vehicle, the officer will not be compensated by the Employer for their travel time to or from the assignment or to pick up or return the vehicle.

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An office vehicle will be assigned for an officer's use at court for DWI matters, when available. If an officer on a department assignment uses their personal vehicle, they shall receive 1 1/2 hours additional compensation for that use, when authorized by a supervisor.

Section 11. Officer in charge (OIC). A department assignment of more than four sheriff's officers shall require that a supervisory officer be assigned.

The definition of a supervisory officer for this purpose is as follows: Undersheriff, Chief Sheriff's Officer, Chief Warrant Officer, Captain, Lieutenant or Sergeant.

Each assignment in the Law Enforcement Division, excluding the Process Serving Unit, shall have at least one supervisory officer available to be contacted either directly, by telephone, by pager or by police radio, if the need exists.

A supervisory officer unavailable for more than a two hour period shall be replaced with another supervisory officer. In the event a replacement is unavailable, a senior, or in special situations, the most qualified officer, shall be designated Officer-In-Charge (OIC) of the assignment.

The OIC duties shall include but not be limited to the assignment of sheriff's officers to posts, liaison with other departments, filing of reports and other duties, as required. The OIC shall be responsible for the actions they take or direct to be taken, and as described in the General Duty Manual for sheriff's officers.

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The OIC shall be compensated for those duties at one additional hour at the overtime rate for each four hours assigned as OIC, each hour worked shall be pro rated.

The Employer is not obligated to assign a supervisory officer or an OIC to an off-duty detail for which an officer has volunteered and for which the County is being compensated for the officer's services by another municipality or company. In the absence of a supervisory officer or OIC, the senior member or most qualified of the detail is in charge and shall serve without additional compensation from the County.

A handwritten signature in black ink, appearing to be "J. J. [unclear]", is written over the end of the second paragraph.

ARTICLE 15

INSURANCE

Section 1. It is agreed that the County will provide a medical Point of Service (POS) insurance plan, maintained at current levels. 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 provisions of Board resolution # 94-267 shall continue to apply, and the traditional indemnity medical insurance program shall not be offered to employees hired on July 4, 1994 or thereafter. If the County adopts a superseding resolution providing retirement health care benefits to County employees generally, such resolution shall also apply to this unit.

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. The statutory compensation provided in NJSA 34:15-12(a) and applicable law, is recognized as controlling the issue of access to 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 NJSA 34:15-12(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.

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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
2nd through 5th year	12 working days
6th through 12th	15 working days
13th through 20th year	20 working days
21 or more	25 working days

Section 2. For purposes of convenience, it is agreed that an employee who was employed for more than six (6) months during the first calendar year of employment shall have that year included in the computation for years of service 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. Seniority shall govern the scheduling of all vacations for employees covered by this Agreement.

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ARTICLE 17

PERSONAL, SICK AND MATERNITY LEAVE

Section 1. Personal Leave. An Employee may take up to three (3) days of paid leave per year for personal business. A newly hired employee shall earn personal leave at the rate of one (1) day per four (4) months of service. Except where the schedule does not permit, the Sheriff or designee shall allow personal days to be taken on any day.

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

*JF*  *AF*

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	
Lincoln's Birthday	Columbus Day
Washington's Birthday	General Election Day
Good Friday	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

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

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 compensatory day off to be scheduled at a future time.

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 compensatory time off shall be governed by seniority and shall be subject to the approval of the Sheriff or designee.

*JF* *Q* *Z*

ARTICLE 19  
DEATH IN FAMILY

Section 1. Bereavement Leave. The Employer agrees to grant up to five (5) days leave to an employee due to the death of an employee's parent, step-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 parent-in-law, sister, brother, grandparent, grandchild, foster child or other member of the immediate household.

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ARTICLE 20

PROBATIONARY PERIOD

Section 1. Newly hired employees shall serve a twelve (12) month probationary period and as governed by Chapter 176 of the Laws of New Jersey of 1988. During the probationary period, the employee shall not have the right to use the contractual grievance procedure to challenge disciplinary action, including discharge, and shall not be subject to the Agency Shop Representation Fee of this Agreement.

Section 2. Employees who have completed twelve (12) months of service but who have not completed the working test period for permanent appointment in accordance with New Jersey Department of Personnel regulations, shall have the right to initiate grievances concerning discipline or discharge, provided that the processing of such grievances shall terminate at Step 3. Such employees shall also have the rights provided by statute and regulation to evoke the New Jersey Department of Personnel appeal procedure to the extent that such rights are made available to non-permanent employees. All employees who have completed three (3) months of service shall be subject to the Agency Shop Representation Fee provisions of this Agreement.

Section 3. Employees who have completed the working test period in accordance with New Jersey Department of Personnel regulations shall have the right to appeal from discipline or discharge through the New Jersey Department of Personnel

procedure or, where New Jersey Department of Personnel is without jurisdiction (e.g. cases of suspension for five (5) days or less) through the contractual grievance procedure up to and including Step 4.

Section 4. Employees promoted to higher titles in accordance with New Jersey Department of Personnel requirements who are discontinued from the higher title at the conclusion of the working test period or who voluntarily discontinue service in the higher title, shall be entitled to their former positions unless disqualified for further employment.

Section 5. In recognition of the fact that compliance with the testing, training, and working test period requirement established under New Jersey Department of Personnel law may result in an employee working for two (2) or more years before achieving permanent employee status, the employer agrees that all newly hired and newly promoted employees shall be subject to full evaluation, including written evaluation reports provided at monthly intervals, for the first three (3) months of employment or service in a higher title, so that the employee may be informed at the earliest possible date that their performance may be insufficient to achieve permanent appointment status.





ARTICLE 21

NON-DISCRIMINATION

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

Section 2. The Employer and the Association agree not be interfere with the right of employees to become or not become members of the Bargaining Unit; and, further, that there shall be no discrimination or coercion against any employee because of unit membership or non-membership.

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.

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ARTICLE 22

TRANSPORTATION

Section 1. The parties agree that the law division section of the Sheriff's Office shall perform the following transportation duties:

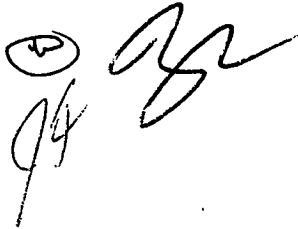
a. Monmouth County Court House (transportation to and from County Jail and Court House, custodial responsibility within the Court House, and escort duties to and from the holding area within the Court House and the respective courtrooms.);

b. Transportation of inmates to and from treating physicians, dentists, medical technicians, and the like; and

c. Transportation to treatment clinics (not detention in nature).

Section 2. The parties agree that other employees may perform the above duties only if no Sheriff's Officer is available on duty to perform such assignment.

Section 3. The decision as to the number of Employees accompanying a prisoner during a transport shall be made by the appropriate supervisor.

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ARTICLE #23

CEREMONIAL ACTIVITIES

Section 1. In the event of a death of a law enforcement officer in another department within the State of New Jersey, the employer will permit at least two (2) Sheriff's Officers to be detailed to participate in the funeral services for the deceased officer.

Section 2. The detail shall include the PBA President and a PBA delegate or their designee(s) and will be recorded as PBA release time consistent with Article #3, Section #1.

Section 3. The detail will be provided with a Sheriff's vehicle to be utilized for participation in the funeral service, subject to availability of such vehicle.


A handwritten signature and initials in black ink. The signature is a stylized cursive name, and the initials below it appear to be 'JF'. To the left of the signature is a small circled number '12'.

ARTICLE 24

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 existence for unit members, but which are not specifically listed in this contract, shall be continued at the same level and in the same manner as presently in existence.

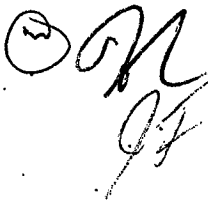
Section 2. If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

① 

APPENDIX A SALARY GUIDE

<u>STEP</u>	<u>1999</u>	<u>2000</u>	<u>2001</u>
Entry Rate	26,000	27,000	28,000
1	31,000	32,000	33,000
2	33,500	34,500	35,000
3	36,000	37,000	37,500
4	38,500	39,500	40,000
5	41,000	42,000	42,500
6	43,500	44,500	45,500
7	46,000	47,000	48,000
8	48,500	49,500	50,500
9 (maximum)	n/a	52,000	56,000

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

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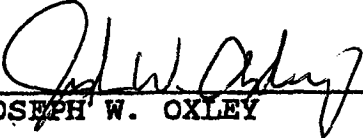
ARTICLE 25

TERM AND EXTENT OF AGREEMENT

This Agreement shall be effective January 1, 1998 and shall continue in full force until December 31, 2001 or until a new Agreement is executed.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures this            day of


MONMOUTH COUNTY SHERIFF:

  
\_\_\_\_\_  
JOSEPH W. OXLEY

MONMOUTH COUNTY BOARD OF CHOSEN FREEHOLDERS:

  
\_\_\_\_\_  
HARRY LARRISON, JR., DIRECTOR

MONMOUTH COUNTY SHERIFF'S  
OFFICERS PBA LOCAL 314

  
\_\_\_\_\_

by:

RESOLUTION TO ADOPT NEGOTIATED AGREEMENTS BETWEEN THE MONMOUTH COUNTY BOARD OF CHOSEN FREEHOLDERS, THE MONMOUTH COUNTY SHERIFF AND THE MONMOUTH COUNTY SHERIFF'S OFFICERS PBA LOCAL 314

Freeholder POWERS offered the following resolution and moved its adoption:

WHEREAS, the Monmouth County Board of Chosen Freeholders, the Monmouth County Sheriff and the Monmouth County Sheriff's Officers PBA Local 314, have engaged in negotiations with regard to a new contract for employees of the Monmouth County Sheriff and in a unit of employees comprising Sheriff's Officers; and

WHEREAS, negotiations between the parties have been successfully concluded and a written contract has been developed which records the agreements of the parties; and

WHEREAS, the Board has been advised that the Sheriff and the PBA Local 314 have ratified this contract and that it is fair and agreeable to them and it is fair and agreeable to the Board.

NOW, THEREFORE, BE IT RESOLVED that the Monmouth County Board of Chosen Freeholders hereby accepts and adopts the contract reached with the PBA Local 314 for the period January 1, 1998 through December 31, 2001 and in accordance with the terms therein set forth in the contract, a copy of each which is to be filed with the Clerk of the Board.

BE IT FURTHER RESOLVED that the Director and Clerk be and they are hereby authorized to execute the said contract on behalf of the County.

BE IT FURTHER RESOLVED that the Clerk forward a certified true copy of this resolution and accompanying contract to the Monmouth County Sheriff, the PBA Local 314, the Monmouth County Treasurer and the Monmouth County Personnel Officer.

Seconded by Freeholder HANDLIN and adopted on roll call by the following vote:

	YES	NO	ABSTAIN	ABSENT
Mr. Stominski	( )	( )	( )	( X )
Mrs. Handlin	( X )	( )	( )	( )
Mr. Narozanick	( X )	( )	( )	( )
Mr. Powers	( X )	( )	( )	( )
Mr. Larrison	( X )	( )	( )	( )

99 FEB -4 P1:25

RECEIVED  
MONMOUTH COUNTY

CERTIFICATION  
 I HEREBY CERTIFY THE ABOVE TO BE A TRUE COPY OF A RESOLUTION ADOPTED BY THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF MONMOUTH AT A MEETING HELD February 10, 1978  
*Richard James*  
 CLERK