

**AGREEMENT BETWEEN**  
**THE MONMOUTH COUNTY SHERIFF AND**  
**MONMOUTH COUNTY BOARD OF CHOSEN FREEHOLDERS**

**AND**

**MONMOUTH COUNTY SUPERIOR OFFICERS ASSOCIATION,**  
**INC., FOP LODGE NO. 30**

**(Monmouth County Correction Institution)**

**January 1, 2006 through December 31, 2009**

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**PREAMBLE**

THIS AGREEMENT, effective as of the first day of January 2006, 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 "Employer-Funding Agent"], and the Monmouth County Superior Officers Association, Inc., FOP Lodge No. 30 [hereinafter referred to as the "Association"], is designed to maintain and promote a harmonious relationship between the Sheriff, the County and those employees who are within the Bargaining Unit in order that more efficient and progressive public service may be rendered.

The terms employee, Supervisor and Supervisory personnel shall be interchangeable terms and refer to employees covered by this Agreement.

**ARTICLE 1**

**RECOGNITION**

Section 1. The Sheriff of Monmouth County hereby recognizes the Association as the 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 classification of County Correction Officer Sergeant and County Correction Officer Lieutenant, but excluding Captains, Deputy Warden and Warden.

## ARTICLE 2

### UNION SECURITY

Section 1. Visitation. The President of the FOP, or designee, shall have the right to visit County facilities in order to represent or service Employees covered by this Agreement. These visitation rights shall not interfere with work operations or security measures.

Section 2. Dues. Upon receipt of a lawfully executed written authorization from an Employee, which may be revoked in accordance with law, the Employer-Funding Agent agrees to deduct the regular, monthly Association dues of such Employee from pay and remit such deduction by the fifteenth (15<sup>th</sup>) day of the succeeding month to the officials designated by the Employee in writing to receive such deduction. The Association will notify the Employer-Funding Agent in writing of the exact amount of membership dues deductions.

Section 3. The Association agrees to indemnify and hold the Employer-Funding Agent harmless against any and all claims, suits, orders or judgments brought or issued against the Employer-Funding Agent with regard to the dues check-off.

Section 4. Agency Shop. If an Employee covered by this Agreement does not become a member of the Association during any membership year (i.e., from January 1 to the following December 31) which is covered in whole or in part by this Agreement, said Employee will be required to pay a representation fee to the 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.

Section 5. Notification. Prior to the beginning of each membership year, the Association will notify the Employer-Funding Agent 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

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

Section 6. Deduction of Fee. Once during each membership year covered in whole or in part by this Agreement, the Association will submit to the Employer-Funding Agent a list of those Employees who have not become members of the Association for the then current membership year. The Employer-Funding Agent will deduct from the salaries of such Employees, in accordance with the following, the full amount of the representation fee and promptly will transmit the amount so deducted to the Association.

The Employer—Funding Agent will deduct the representation fee in equal installments as nearly as possible, from the paychecks paid to each Employee on the aforesaid list during the remainder of the membership year in question and until such time as a new Agreement is executed. The deductions will begin with the first paycheck paid;

(a) Ten (10) days after receipt of the aforesaid list by the Employer-Funding Agent; or

(b) Thirty (30) days after the permanent employee begins employment in a bargaining unit position, unless the Employee previously served in a bargaining unit position and continued in the employ of the Employer-Funding Agent in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employment in a bargaining unit position, whichever is later; or

(c) Three (3) months after a provisional Employee begins employment in a bargaining unit position, unless the Employee previously served in a bargaining unit position and continued in the employ of the Employer-Funding Agent in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employment in a bargaining unit position, whichever is later.

Section 7. Termination of Employment. If an Employee who is required to pay a representation fee terminates his/her employment with the Employer-Funding Agent before the Association has received the full amount of the representation fee to which it is entitled in this Article, the Employer-Funding Agent will deduct the unpaid portion of the fee from the last paycheck paid to said Employee during the membership year in question.

Section 8. Changes. The Association will notify the Employer-Funding Agent in writing of any changes in the list provided for in Paragraph 1 above and/or the amount of



representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the Employer-Funding Agency received said notice.

Section 9. Demand and return. 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.

### ARTICLE 3

#### FOP LODGE PRIVILEGES AND RESPONSIBILITIES

Section 1. The Lodge shall have the right to visit the Director, Warden, Administration and/or other County facilities or representatives at all reasonable hours for Lodge business. The Lodge will not abuse this right.

Section 2. Copies of all general orders, rules, and regulations communications affecting wages, hours and other terms and conditions of employment for employees covered by this Agreement shall be furnished to the Lodge within twenty-four (24) hours of their promulgation.

Section 3. The Lodge may use the Department mail or message routing system and may use Department mail boxes. Such use shall be reasonable. The Lodge shall pay for its own postage and stationary.

Section 4. The County agrees to provide the Lodge with an office within the Correctional facility to conduct the business of the Lodge. The Lodge agrees to provide its own office furnishings to include office equipment. The Lodge will provide and maintain, at its own expense, its own phone/fax system.

Section 5. The Lodge and the County shall be responsible for acquainting members and managerial personnel with the provisions of this Agreement, and for the adherence of the terms of this Agreement.



ARTICLE 4

MANAGEMENT RIGHTS

Section 1. It is recognized that the Employer has and hereby retains and reserves to itself the rights and responsibilities to direct the affairs of the office of the Monmouth County Sheriff and the Monmouth County Correctional Institution, with all powers, authority and duties conferred and vested by the Laws and Constitution of the State of New Jersey, including, without limiting the generality of the foregoing, the following rights:

a. To the management, organization and administrative control of the office of the Monmouth County Sheriff and the Monmouth County Correctional Institution;

b. To determine the standards of services offered and to direct the activities of employees;

c. To maintain the efficiency of operations and to implement such improvements in efficiency as deemed necessary, including management and direction of overtime practices and post assignments;

d. To determine the content of work assignments and the methods, means and personnel by which operations are to be conducted, including work and shift schedules and overtime assignments; and

e. To contract for or subcontract services.

Section 2. This contract shall not be interpreted to in any way supercede the statutory or constitutional duties or obligations of the office of the Sheriff of Monmouth County, nor shall it be construed to deny or restrict the Employer-Funding Agent, the County of Monmouth, by the Monmouth County Board of Chosen Freeholders, of their powers, rights, duties or responsibilities under the Laws or Constitution of the State of New Jersey.

## ARTICLE 5

### STRIKES AND LOCKOUTS

Neither the Association nor any officers, agents or employees shall instigate, promote, sponsor, engage in, or condone by any action any strike, slowdown, concerted work stoppage or any other intentional interruption of the operations of the Monmouth County Correctional Institution.

## ARTICLE 6

### 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.

Section 3. The Association shall process grievances in the following manner:

Step 1. The Association shall present the grievance under Step 1 to the Warden. The grievance shall be presented in writing within ten (10) working days of its occurrence. The Warden shall respond within seven (7) working days of the grievance.

Step 2. If the Association is not satisfied with the decision of the Warden at Step 1, the grievance shall be presented in writing to the next level of authority within seven (7) working days after Step 1. For the purpose of this grievance procedure, the next level of authority shall be considered the Undersheriff assigned to the Jail. The Undersheriff shall, within seven (7) working days of the receipt of the written grievance, arrange a meeting with the Association and shall give the Association a written answer to the written 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 Undersheriff in Step 2 of the procedure, then the grievance shall be presented in

writing to the Sheriff within seven (7) working days after Step 2. The Sheriff shall, within seven (7) working days of the receipt of this grievance, arrange a meeting with the Association and shall give the Association 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 Sheriff under Step 3 of the procedure, the Association may, within fifteen (15) days after the reply of the Sheriff is due, by written notice to the Employer-Funding Agent Personnel Officer, request arbitration. 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 the Arbitrator shall be final and binding on both parties. The Arbitrator shall be governed by the terms of this Agreement and shall add nothing to nor subtract anything from this Agreement.

**ARTICLE 7**

**SALARY**

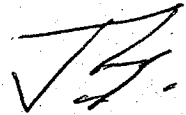
Section 1. Employees shall receive a 3.75% increase in base salary per annum as set forth in the wage agreement and step system contained within Appendix A.



## ARTICLE 8

### UNIFORM ALLOWANCE

Section 1. 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 equipment; any claim for replacement for damage must be substantiated with proof of expenses in excess of the limit herein set.



**ARTICLE 9**

**COLLEGE INCENTIVE**

Section 1. Since both the Sheriff and the County of Monmouth recognize the value of trained Officers, they hereby agree to pay any officer covered by this Agreement additional compensation as follows: \$25.00 per year per college credit that is obtained by any officer after January 1, 1984 and until December 31, 1995; \$30.00 per year per college credit that is obtained by any officer after January 1, 1996 and until December 31, 1996; \$35.00 per year per college credit that is obtained by any officer after January 1, 1997 and until December 31, 2005; and \$50.00 per year per college credit that is obtained by any officer after January 1, 2006 and thereafter while in the Sheriff's employ, from an accredited college in a course that will be of value to the person in the performance of their work. Training paid for by the County shall not qualify for this college incentive payment. This final sentence shall not be retroactively applied to employees already receiving such college incentive payments.



ARTICLE 10

HOURS OF WORK

Section 1. The regular hours of work each day shall be consecutive, except for interruptions for lunch periods and coffee breaks. A day shall consist of eight hours at work. Said period shall include two (2) fifteen (15) minute breaks and thirty (30) minute period for meal.

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

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

Section 4. Any required reporting time in advance of shift shall be paid at time and one-half (1.5) the regular hourly rate; however, advance reporting shall not be a guaranteed assignment.

Section 5. Effective the date of formal ratification, 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. Any such overtime earned under this provision will be accrued and paid in the first pay period of November of each year.

## ARTICLE 11

### OVERTIME, CALL-IN AND COURT TIME

Section 1. Definition. Overtime is defined as any time worked in excess of the regular work week of forty (40) hours or eight (8) hours in a day, but not including sick leave time with no accrued sick leave time available, unauthorized absences or suspension time. Sick time shall not count as regular hours worked for overtime purposes.

Section 2. Compensation. Overtime work shall be compensated at the rate of one and one-half (1-1/2) times the employee's regular hourly rate of pay. Overtime work may also be compensated by compensatory time off by mutual consent of employee and management, provided that no overtime is incurred. Officers can accrue up to four-hundred and eighty (480) hours of compensatory time.

Section 3. Call-In Time. In the event that an officer is called in or back to duty during time off, that officer shall be compensated at one and one-half (1-1/2) times the regular rate of pay for a minimum of four (4) hours or for all hours worked on the call-in.

Section 4. Court Time. All off-duty, work-related court appearances shall be compensated at one and one-half (1-1/2) times the regular rate of pay for a minimum of two (2) hours, or for all actual hours required. It is understood and agreed that association member disciplinary matters and arbitration sessions are not deemed "court time".

Section 5. Coverage. Supervisory personnel will insure that primary posts are covered.

Section 6. Overtime Reduction. Each employee and the Association shall continue to exercise all reasonable means to reduce overtime demands at the Monmouth County Corrections Institution.

Section 7. Seniority List. Overtime will be assigned on a seniority basis on each shift. The seniority list shall be agreed to by both the County and the FOP on a quarterly basis, which list shall be posted for use in assignment of overtime. The seniority overtime list shall be used with the most senior employee of the supervisory personnel being asked to take overtime first, and then the next senior supervisory employee thereafter, until the list has completely been exhausted, at which time overtime will be offered to the most senior officer on the list and the seniority list will run through again ad infinitum.

Section 8. Officers who do not use any sick time for any twelve (12) month calendar period shall be credited with two (2) Warden incentive days which shall be utilized at the Officer's discretion.

## ARTICLE 12

### 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, 2003, but it is agreed that the change shall not exceed \$15.00 for brand prescription drugs and \$10.00 for generic drugs, and that it may be implemented without further negotiations.

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.

**ARTICLE 13**

**VACATIONS**

Section 1. Each Employee shall be entitled to annual vacation leave, depending upon said Employee's years of service with the Employer-Funding Agent as follows:

<b>YEARS OF SERVICE</b>	<b>VACATION</b>
Up to one year	1 day per month
2 <sup>nd</sup> through 5 <sup>th</sup> year	12 working days
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. Officers will be permitted to select their vacation among officers equal in rank. Selections will be submitted not later than March 1 of each year for that calendar year. Thereafter, scheduling shall be done by the employer.

Section 3. Seniority by rank shall govern the scheduling of all vacations and days off for Officers covered by this Agreement, provided that the Employer reserves the right to assign days off when, in the judgment of the Employer, a special assignment requires assigned days off. Scheduling should not be affected by Correction Officer scheduling.

Section 4. Approved vacation carry over into a succeeding year must be used on or by April 1 of that succeeding year, provided that vacation carry over will be permitted only in extremely rare cases, where an urgent or highly unusual situation necessitates it.



## ARTICLE 14

### PERSONAL LEAVE

Section 1. There shall be three (3) personal days available to each employee.

Except where the schedule does not permit, the warden or designee shall allow personal days to be taken on any day. Except under emergency circumstances, all requests for personal days shall be made at least five (5) working days prior to scheduling said personal days off.

Section 2. One personal day may be carried over into the next year where there has been a denial of use of a personal day due to scheduling reasons.

**ARTICLE 15**

**HOLIDAYS**

Section 1. Effective January 1, 2006, all employees shall be afforded thirteen (13) alternate holidays per year, two (2) of which may be utilized at their discretion as emergency/personal leave days, but such emergency/personal leave days shall not be counted as hours worked for overtime purposes.

Section 2. The scheduling of alternate holidays shall be governed by seniority, subject to scheduling availability.

Section 3. Any other holidays granted to other County employees by the Board of Chosen Freeholders.

Section 4. Scheduling of any compensatory time off shall be governed by seniority in rank or title and shall be subject to the approval the Undersheriff assigned to the Jail.

## ARTICLE 16

### 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, grandparent of the Employee or spouse, sister, brother, step-sister, step-brother or grandchildren.

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

## ARTICLE 17

### WEAPONS QUALIFICATION AND TRAINING

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

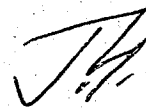
Section 2. In the event that the Employer assigns training programs for Officers in accordance with State regulations and guidelines, participation in such training program shall be compensated pursuant to the overtime provisions contained herein, provided such training is required during an employee's non-scheduled duty time.

Section 3. Participation in assigned training programs over and above regular working hours shall be compensated at the overtime rate. Participation in voluntary training programs shall not be considered a part of the workday and shall not be compensated.

Section 4. The Sheriff agrees to provide newly appointed sergeants with forty hours of departmental training, of which at least sixteen hours would be classroom instruction. This training is to be completed prior to a newly appointed sergeant assuming a supervisory post.

The Sheriff also agrees to provide newly appointed lieutenants with twenty hours of departmental training, of which at least eight hours would be classroom instruction. This training is to be completed prior to a newly appointed lieutenant assuming a supervisory post.

Section 5. The Sheriff shall provide the Lodge with notice of outside training opportunities within a reasonable time after learning of such outside training



opportunities. It is understood and agreed that the employer reserves the right to select which, if any, individuals may participate in such outside training.

Section 6. The Lodge will meet quarterly with the Director of Corrections, or designee, to discuss the issue of supervisory training curriculum.

## ARTICLE 18

### ASSOCIATION TIME

Section 1. The FOP shall be allocated seventy-five (75) days of paid leave per year for attendance at FOP meetings and conventions. Leave pursuant to this provision shall be granted upon written authorization and pursuant to a request submitted by the FOP President to the Employer indicating name or names of the individuals and the dates on which their absence will be required.

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

Section 3. It is understood and agreed that if a member attends a disciplinary hearing at the request of the Lodge, if that attendance is paid, then it shall be counted against the days available under Section 1.

Section 4. The President of the Lodge shall be assigned to a Monday-Friday work scheduled from 8:00 to 4:00 p.m.

## ARTICLE 19

### JOB POSTING

Section 1. It is agreed that all job openings which become available on any shift, and including special assignment openings which are expected to last for more than 30 days, will be posted on the bulletin board for ten (10) days so that unit members may bid on the opening. A copy of job openings will also be forwarded to the Lodge.

Section 2. A posting shall be offered to the applicant with the most seniority, provided the applicant possesses the requisite qualifications for the position.

Management retains the right to determine the prerequisites for job positions. The prerequisites are to include, but not be limited to, education, job skills and experience, which are to be listed on the job posting.

Section 3. An employee, based on seniority, and where applicable, will be afforded the opportunity to learn any special skills required for any current or future job openings.

A senior employee, having been denied a position which was given to a junior employee of like rank, may request an explanation from the Administration as to the reasons for their denial of the position for which they applied.

Section 4. It is agreed that this Article will not be applicable to the positions of Watch Commander, Unit Commander, Scheduling Sergeant, Training Sergeant, Booking Sergeant, Safety and Sanitation Sergeant. Any additional exclusion of posts will be negotiated in advance by Management and the Lodge.

Section 5. In no case shall assignment or denial of assignment be used to discriminate against any supervisor or used as punishment.

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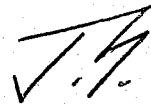
## ARTICLE 20

### PERSONNEL FILES

Section 1. Every employee shall have access to their personnel file within four (4) hour notice during regular business hours. Each employee shall be able to obtain a copy of any and all writings and documents in their personnel file contained in the jail, in the Warden's file and payroll file, or any other file which involves or mentions the employee with the exception of classified Internal Affair files.

Section 2. Any material placed in a member's county personnel file which might be reasonably considered as having potential negative impact, and which is reasonable to assume that the referenced member is unaware of, must be approved by the Deputy Warden or above prior to filing. In such case the Deputy Warden or above would put the affected employee on notice. The affected employee will be permitted to file a comment relative to the document in question.





## ARTICLE 21

### STAFFING

Section 1. Supervisory rolls will remain at 14 Lieutenants and 21 Sergeants with vacancies to be filled in a reasonable amount of time.

Section 2. A sufficient number of Supervisory personnel (i.e. Sergeants and Lieutenants) shall be assigned to each shift to permit the secure operation of the facility and to assure adequate coverage of the facility and to assure adequate coverage for the health and safety of the employees and all other persons within the facility. This is to include all areas of the Institution.

Section 3. Involuntary shift changes will require seven (7) days written notice to the affected employee, other than in the case of emergent circumstances. In no case will involuntary shift assignment be utilized for the purpose of disciplinary action.

Twice each calendar year, during the months of January and July, the bargaining unit will present in writing to the Warden seniority based bids for shift reassignment. The Warden or his designee will make a good faith effort to honor these bid requests; however, the Warden will retain the right to deny individual bid requests in keeping with legitimate professional judgment and organization effectiveness.

It is understood that the provisions of this section do not apply to the positions of Watch Commander, Unit Commander, or Special Assignment Sergeants. Any additional exclusions will be negotiated between the Lodge and employer.



## ARTICLE 22

### HANDBOOK AND WORK RULES

Section 1. The employer may establish reasonable and necessary rules of work and conduct for employees. Such rules will be equitably applied and enforced.

Section 2. 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.

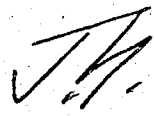
Section 3. Any proposed new rule, regulation, policy or procedure or any change in rules, regulations, policies, or procedures which directly affect the terms and conditions of employment, new construction or changes in operations shall be discussed with the FOP Lodge 30 and/or Lodge representatives.

**ARTICLE 23**

**REPLACEMENT**

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



**ARTICLE 24**

**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 Superior County Correction Officers to be detailed to participate in funeral services for the deceased officer, to be selected by the Lodge 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 25

### 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 the hearing.

Section 3. The Lodge 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 offences 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.

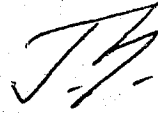
Effective January 1, 2003, and for infractions occurring thereafter, an employee who maintains a disciplinary-free record of attendance-related matters for a period of twelve (12) consecutive months [based on date of final notice of discipline] will revert to two previous levels of discipline on the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

J.A.

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 Lodge representative prior to the commencement of said interview or interrogation.



**ARTICLE 26**

**NO WAIVER**

Section 1. Except as otherwise provided in this Agreement the failure to enforce any provision of this Agreement or exercise one's rights pursuant thereto shall not be deemed a waiver thereof. This Agreement is not intended and shall not be construed as a waiver of any right or benefit to which the employees herein are entitled.

ARTICLE 27

TERMS AND EXTENT OF AGREEMENT

This Agreement shall be effective January 1, 2006 and shall continue in full force until December 31, 2009, or until a new Agreement is executed

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures this 21<sup>st</sup> day of Nov 2006.

MONMOUTH COUNTY SHERIFF

FOP LODGE NO. 30

  
\_\_\_\_\_  
\_\_\_\_\_

MONMOUTH COUNTY BOARD OF CHOSEN FREEHOLDERS

  
\_\_\_\_\_

William Barham  
Freeholder Director

  
\_\_\_\_\_

Louis Pappozzi,  
County Administrator



APPENDIX A  
SALARY GUIDE

<u>New Sergeants</u>	<u>2006</u>	<u>2007</u>	<u>2008</u>	<u>2009</u>
1	85,000	90,000	95,000	100,000
2		96,384	101,384	106,384
3			107,768	112,768
4				119,152
<u>Existing Sergeants</u>	<u>2006</u>	<u>2007</u>	<u>2008</u>	<u>2009</u>
	102,000	110,694	114,845	119,152
<u>Existing Lieutenants</u>	<u>2006</u>	<u>2007</u>	<u>2008</u>	<u>2009</u>
	106,343	115,000	119,312	123,787