

* 1801

AGREEMENT

BETWEEN

MONMOUTH COUNTY SHERIFF and
MONMOUTH COUNTY BOARD OF CHOSEN FREEHOLDERS

and

MONMOUTH COUNTY SUPERIOR SHERIFF'S OFFICERS
FOP LODGE NO. 121

[Monmouth County Law Enforcement Division]

JANUARY 1, 1995 through DECEMBER 31, 1998

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PREAMBLE

THIS AGREEMENT, effective as of the first day of January 1995, 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 Sheriff's Officers, FOP Lodge No. 121 [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.

ARTICLE 1
RECOGNITION

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 Sheriff's Officer Sergeant or Sheriff's Officer Lieutenant, and excluding all other titles.

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 (15th) day of the succeeding month to the officials designated by the Employee in writing to receive such deductions. 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 checkoff.

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 eight-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 eighty-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 Agent 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 N.J.S.A. 34:13A-5.4, as amended.

ARTICLE 3

ASSOCIATION TIME

Section 1. The FOP shall be allocated thirty-two (32) days of paid leave per year for attendance at FOP meetings, seminars and conventions. Leave pursuant to this provision shall be granted upon written authorization submitted by the FOP President to the Employer indicating name or names of the individuals and the date on which their absence will be required. FOP paid leave days shall be increased to thirty-four days beginning 1998.

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.

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 Sheriff's Law Enforcement Division, 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 Sheriff's Law Enforcement Division;
- 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 supersede 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 or as previously exercised.

ARTICLE 5

STRIKES AND LOCKOUTS

Section 1. Neither the Association nor any of its 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 Sheriff.

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 Undersheriff. The grievance shall be presented in writing within ten (10) working days of its occurrence. The Undersheriff shall respond within seven (7) working days of receipt of the grievance.

Step 2. If the Association is not satisfied with the decision of the Undersheriff 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 Sheriff. The Sheriff or designee shall, within seven (7) working days of the receipt of the written grievance, meet with the Association unless it is mutually agreed by both

the Sheriff and the Association to extend the time for said meeting. The Sheriff 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 Sheriff or designee under Step 2 of the procedure, then the grievance shall be presented in writing to the next level of authority within seven (7) working days after Step 2. For the purpose of this grievance procedure, the next level of authority shall be considered the Employer-Funding Agent Personnel Officer or designee. The said Employer-Funding Agent Personnel Officer shall, within seven (7) working days of the receipt of this grievance, meet with the Association unless it is mutually agreed by both the Personnel Officer and the Association to extend the time for said meeting. The Personnel Officer shall give the Association a written answer to the grievance within three (3) working days after the date of such meeting.

In the event the grievance is not settled at Step 3 of this procedure, the Association may elect to proceed through Civil Service or Step 4 of this grievance procedure. However, upon election of either the Civil Service procedure or Step 4 of this grievance procedure, the choice of the Association then becomes exclusive in nature and neither it nor the employee involved can avail themselves at a later time of the procedure not used.

Step 4. If the grievance is still unsettled, the

Association may, within fifteen (15) days after the reply of the Employer-Funding Agent Personnel Officer 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. Salaries for Sergeants [designated as Senior Sergeants] and Lieutenants for the years 1995 through 1998 shall be determined and established as set forth in Appendix A and B, attached hereto.

Section 2. Salary for an officer who is appointed to the position of Sergeant after May 1, 1995 [designated as Junior Sergeant] for the years 1995 through 1998 shall be determined and established as set forth in Appendix C, attached hereto. Any Sergeant subsequently promoted to Lieutenant will be paid pursuant to the bottom level of Lieutenant rate shown in Appendix B and as a Group 1 Lieutenant.

Section 3. Raises set forth in the attached appendices shall be implemented on the payroll date closest to the date stated therein.

Section 4. The salary increase will be 4.5 % in 1997 and 4.0 % in 1998, provided, however, that if the County of Monmouth grants a general wage increase to its unrepresented employees of greater than this amount, then the raise under this Article will be increased to that greater amount.

Section 5. Those individuals who have been categorized as Group 1, 2, 3 are set forth in Appendix D.

ARTICLE 8
UNIFORM ALLOWANCE

Section 1. Each officer shall be provided with an annual uniform and maintenance allowance of \$ 1,000.00, to be paid the first pay period of each year. This will be pro rated for service for less than the full preceding twelve (12) months.

Section 2. 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; and \$35.00 per year per college credit that is obtained by any officer after January 1, 1997 and thereafter and 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.

Section 2. A committee consisting of representatives of the Sheriff's office, the Personnel Office and the FOP Lodge No. 121 shall review and approve courses taken by the Employee in advance of registration. Payment shall not be made without such prior approval.

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) times the regular hourly rate for actual time worked; however, advance reporting shall not be a guaranteed assignment.

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. Overtime is authorized when approved by a higher ranking member of the unit, a captain or undersheriff of the Law Enforcement Division.

Section 2. Compensation. Work shall be compensated at the rate of one and one-half (1-1/2) times the employee's regular hourly rate of pay.

Section 3. Call-In Time. In the event 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. This minimum shall apply only when an officer is requested to report more than two hours before the scheduled start of their regular assignment. This minimum shall not apply where an officer is requested to report two hours or less prior to their regular duty assignment, in which case the officer will be compensated at overtime rates for the actual hours worked immediately prior to the start of the shift.

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.

Section 5. Overtime Reduction. Each employee and the Association shall continue to exercise all reasonable means to reduce overtime demands within the Monmouth County Sheriff's Law Enforcement Division.

Section 6. Effective July 1, 1995, employees shall receive a meal allowance in the amount of \$ 5.00 in the event they work three or more hours overtime at the end of their tour of duty.

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

Section 4. At the time the County adopts the statutory compensation provided in NJSA 34:15-12(a) [and as that law may be amended], for all its unrepresented employees, then such adopted provisions shall apply to this unit. It is understood that the procedures adopted shall insure that employees on workers' compensation temporary disability leave will be paid essentially the same amount of take home pay [net pay] as they were receiving prior to their leave for the first year. The pension salary and contribution will not be affected during this period.

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:

YEARS OF SERVICE	VACATION
Up to one year	1 day per month
2nd through 5th year	12 working days
6th through 12th year	15 working days
13th through 20th year	20 working days
21 or more years	25 working days

Section 2. Employees will be permitted to select their vacation among officers equal in rank. Selections shall be submitted not later than February 20 of each year for that calendar year. Thereafter, scheduling shall be done by the employer.

Section 3. Seniority by rank in present assignment shall govern the scheduling of all vacations for Officers covered by this Agreement. Whenever possible, scheduling should not be affected by other Sheriff's Officer scheduling.

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

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

Section 2. When a holiday falls during an employee's regular day off, said officer shall receive one (1) extra day's pay at straight time.

Section 3. If a officer works on a holiday, that officer shall be paid at the rate of time and one-half plus holiday pay.

Section 4. Any other holidays granted by resolution of the Board of Chosen Freeholders, Governor of the State of New Jersey or President of the United States shall also be granted to employees covered by this Agreement.

Section 5. Scheduling of any compensatory time off shall be governed by seniority in rank or title and shall be subject to the approval of the Undersheriff.

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 or 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, spouse, grandparents of the Employee or spouse, step-children, sister or brother.

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

ARTICLE 17

WEAPONS QUALIFICATION AND TRAINING

Section 1. 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 2. 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 work day and shall not be compensated.

ARTICLE 18

NO WAIVER

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 19

TERM AND EXTENT OF AGREEMENT


This agreement shall be effective January 1, 1995 and shall continue in full force until December 31, 1998, or until a new Agreement is executed.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures this 27th day of July, 1995.

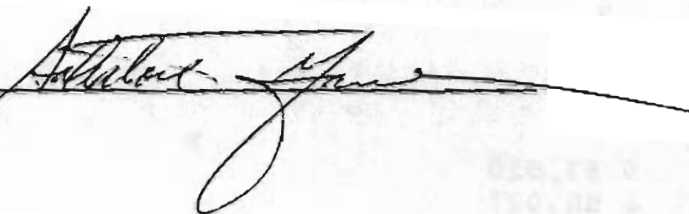
MONMOUTH COUNTY SHERIFF:


WILLIAM M. LANZARO

MONMOUTH COUNTY BOARD OF CHOSEN FREEHOLDERS:


HARRY LARRISON, JR., DIRECTOR

MONMOUTH COUNTY FOP LODGE NO. 121:


BY:

APPENDIX A: SALARY GUIDE

SENIOR SERGEANTS

1994 : \$ 55,082

1995:

APRIL 8 4.5% \$ 57,561

JULY 1 SALARY ADJUSTMENT:

1	\$ 1,000	\$ 58,561
2	\$ 1,500	\$ 59,061
3	\$ 2,000	\$ 59,561

1996:

MAY 1	3%	GROUP 1	\$ 60,318
		GROUP 2	\$ 60,833
		GROUP 3	\$ 61,348

OCT 1	3%	GROUP 1	\$ 62,127
		GROUP 2	\$ 62,658
		GROUP 3	\$ 63,189

1997:

MAY 1	4.5%	GROUP 1	\$ 64,923
		GROUP 2	\$ 65,477
		GROUP 3	\$ 66,032

1998:

JAN 1	4%	GROUP 1	\$ 67,520
		GROUP 2	\$ 68,097
		GROUP 3	\$ 68,673

APPENDIX B: SALARY GUIDE

LIEUTENANTS

1994 : \$ 58,100

1995:

APRIL 8 4.5% \$ 60,715

JULY 1 SALARY ADJUSTMENT:

1	\$ 1,000	\$ 61,715
2	\$ 1,500	\$ 62,215
3	\$ 2,000	\$ 62,715

1996:

MAY 1	3%	GROUP 1	\$ 63,566
		GROUP 2	\$ 64,081
		GROUP 3	\$ 64,596

OCT 1	3%	GROUP 1	\$ 65,473
		GROUP 2	\$ 66,004
		GROUP 3	\$ 66,534

1997:

MAY 1	4.5%	GROUP 1	\$ 68,420
		GROUP 2	\$ 68,974
		GROUP 3	\$ 69,528

1998:

JAN 1	4%	GROUP 1	\$ 71,157
		GROUP 2	\$ 71,733
		GROUP 3	\$ 72,310

APPENDIX C: SALARY GUIDE

JUNIOR SERGEANTS

GUIDE:

<u>95</u>	<u>MAY 96</u>	<u>MAY 97</u>	<u>JAN 98</u>
\$ 47,000	\$ 49,100	\$ 51,300	\$ 53,300
	\$ 51,000	\$ 53,100	\$ 55,300
		\$ 55,000	\$ 57,100
			\$ 59,000

OFF GUIDE:

<u>95</u>	<u>MAY 96</u>	<u>MAY 97</u>	<u>JAN 98</u>
\$ 51,000	\$ 53,000	\$ 55,000	\$ 57,000
	\$ 55,000	\$ 57,000	\$ 59,000
		\$ 59,000	\$ 61,000
			\$ 63,000

ADJUSTMENT IN 96, 97 AND 98 AT ANNIVERSARY DATES - ONE [1] YEAR AFTER APPOINTMENT. NO ONE CAN BE PAID LESS THAN THE MINIMUM IN ANY YEAR.

Journal of the American Medical Association
1914

APPENDIX D: DESIGNATION OF INDIVIDUALS BY GROUP:

Group 1 Cerrato
 Ellis

Group 2 Collins
 Marshall
 O'Connor

Group 3 Allyn
 Garrone
 Stas

Resolution No. 95-624

RESOLUTION TO ADOPT AGREEMENT BETWEEN THE MONMOUTH COUNTY BOARD OF CHOSEN FREEHOLDERS, THE MONMOUTH COUNTY SHERIFF AND MONMOUTH COUNTY FOP LODGE 121

Freeholder STOMINSKI offered the following resolution and moved its adoption:

WHEREAS, the Monmouth County Board of Chosen Freeholders, the Monmouth County Sheriff and the Monmouth County FOP Lodge 121, have engaged in negotiations with regard to a new contract in a unit of employees comprising supervisory Sheriff's officer employees; and

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

WHEREAS, the Board has been advised that the unit represented by Monmouth County FOP Lodge 121 and the Monmouth County Sheriff have ratified this agreement.

NOW, THEREFORE, BE IT RESOLVED that the Monmouth County Board of Chosen Freeholders hereby adopts the agreement with the Monmouth County FOP Lodge 121, for the period January 1, 1995 through December 31, 1998 and in accordance with the terms therein set forth in the agreement, a copy of 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 agreement on

behalf of the County.

BE IT FURTHER RESOLVED that the Clerk forward a certified true copy of this resolution to the Monmouth County FOP Lodge 121, the Monmouth County Sheriff, 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)	()	()	()

CERTIFICATION
I HERESY 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 July 27 1995
[Signature]
CLERK