

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]

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**JANUARY 1, 2003 through DECEMBER 31, 2005**

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PREAMBLE



THIS AGREEMENT, 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

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, NISA 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

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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) that 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,

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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.L.S.A. 34:13A-5.4, as amended.

ARTICLE 3  
ASSOCIATION TIME

Section 1. The FOP shall be allocated forty (40) days of paid leave per year for attendance at FOP meetings, seminars, conventions and New Jersey Law Enforcement Funerals. 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.

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 Commander of the Law Enforcement Division. The grievance shall be presented in writing within ten (10) working days of its occurrence. The Commander of the Law Enforcement Division 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 Commander of the Law Enforcement Division 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. Effective on the first pay period of each year set forth below, salaries for Sergeants shall be as follows:

2003	\$ 85,734.00
2004	\$ 94,000.00
2005	\$ 94,000.00.

Section 2. Effective on the first pay period of each year set forth below, salaries for Lieutenants shall be as follows:

2003	\$ 90,387.00
2004	\$ 98,000.00
2005	\$98,000.00.

ARTICLE 8  
UNIFORM ALLOWANCE

Section 1. Each officer 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 (\$ 1,000.00) per annum, paid in a lump sum payment with the first pay period of 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 for thirty (30) work days or on disability for thirty (30) days or more in the preceding year, or if an employee is absent on Workers' Compensation for sixty (60) days or more in the preceding year, the uniform allowance paid in January of the succeeding year will then be pro rated accordingly. There will be no pro rata adjustment for suspension or disability leave of less than thirty (30) days duration, nor for workers' compensation leave of less than sixty (60) days duration.

Section 3. 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.

Section 4. If the Employer mandates a significant change in uniform during the terms of this contract, said change shall cause this Article to be reopened and the parties shall negotiate the economic impact.

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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 \$35.00 per year per college credit that is obtained by any officer 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. Effective January 1, 2004, this amount shall be increased to \$50.00.

Section 2. A committee consisting of representatives of the Sheriff's office, the Personnel Office and the FOP Lodge 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 forth (40) hours. All workdays shall be consecutive in the week from Sunday through Saturday.

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

Section 4. A 10-minute roll call may be initiated prior to each regularly scheduled

shift, commencing and ending in coordination with Sheriff's Officer roll call. Assignment will be at the discretion of the Sheriff.

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 the Commander of the Law Enforcement Division or designee.

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. The employer reserves the right to assign additional duties to the officer if the original detail is completed in less than four hours.

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

Section 7. 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 necessary 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 service 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.

An office vehicle will be assigned for an officer's use at court for DWI matters, when available. If an officer or a department assignment uses their own personal vehicle, they shall receive 1 ½ hours additional compensation for that use, when authorized by a supervisor.

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. 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 for brand prescription drugs and \$ 10 for generic drugs, and that it may be implemented without further negotiations.

Section 5. The statutory compensation provided in NISA 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 NISA 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:

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.



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 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 an 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 the Board of Chosen Freeholders 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 Commander of the Law Enforcement Division.

## 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, stepparent, spouse, child or stepchild.

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.

ARTICLE 17

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 workday and shall not be compensated.

ARTICLE 18

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 19

LONGEVITY PAY

Section 1. If, during the term of this Agreement, the Board of Chosen Freeholders grants longevity pay benefits to any bargaining unit funded by the Board of Chosen Freeholders

or which it has direct and final authority as the employer, the parties shall reopen negotiations on the issue of longevity.

## ARTICLE 20

### 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 as least five (5) days prior to the hearing.

Section 3. The FOP shall be provided with the same notice, at the same time, as the employee, provided that employee may waive FOP 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. An employee ordered or required to appear before the Employer or any legitimate agent thereof for interview or interrogation who has 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 an FOP Local 121 representative prior to the commencement of said interview or interrogation.

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 their membership or non-membership.

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

ARTICLE 22

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, to be selected by the Lodge President.

Section 2. The detail will be recorded as FOP release time under 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.

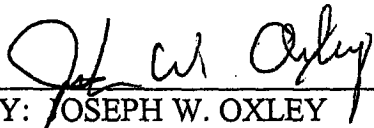
ARTICLE 23

TERM AND EXTENT OF AGREEMENT

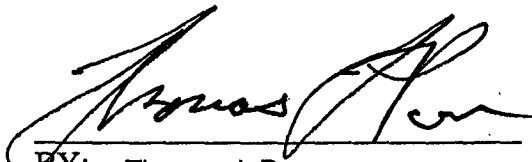
This agreement shall be effective January 1, 2003 and shall continue in full force until December 31, 2005, or until a new Agreement is executed.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures this  
day of \_\_\_\_\_, 2004.

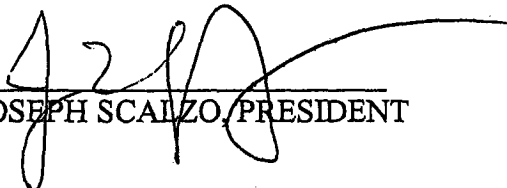
MONMOUTH COUNTY SHERIFF:

  
BY: JOSEPH W. OXLEY

MONMOUTH COUNTY BOARD OF CHOSEN FREEHOLDERS:

  
BY: Thomas J. Powers  
Deputy Director

MONMOUTH COUNTY FOP LODGE NO. 121:

  
BY: JOSEPH SCALZO, PRESIDENT

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, 2003 through December 31, 2005 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 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 FEB 26 2004

James Handlin  
CLERK