

AGREEMENT

BETWEEN

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, 2003 through DECEMBER 31, 2005

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PREAMBLE

THIS AGREEMENT, effective as of the first day of January 2003, 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, 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 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 (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 NISA 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 stationery.

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 respectively 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 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.

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 receipt 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 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. 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
LONGEVITY PAY

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

ARTICLE 9
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.

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.

ARTICLE 10 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.

ARTICLE 11 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 12

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.

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.

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 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.

ARTICLE 13
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 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 14
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. Officers will be permitted to select their vacation among officers equal in rank. Selections shall 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 15

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 16

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 to other County employees by the Board of Chosen Freeholders.

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 assigned to the Jail.

ARTICLE 17

DEATH IN FAMILY

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

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

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

leave.

ARTICLE 18
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 19 ASSOCIATION TIME

Section 1. The FOP shall be allocated sixty-five (65) 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 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.

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 schedule from 8:00 am to 4:00 pm.

ARTICLE 20
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 all 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.

ARTICLE 21

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 Affairs 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 22

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 provision 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 23

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 24 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 25 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 26

DISCIPLINE

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

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

Section 3. The 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 offenses if the Officer's record has been free of disciplinary offenses for over one calendar year prior to the subsequent infraction. For purposes of this Section, a major offense is defined as a non-attendance offense, which results in a penalty suspension.

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

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

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

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

ARTICLE 27

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.

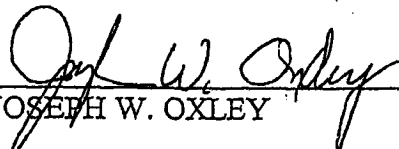
ARTICLE 28

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.

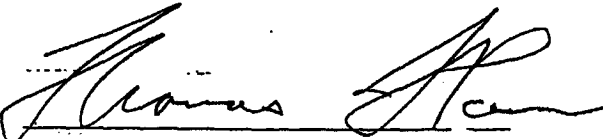
IN WITNESS WHEREOF, the parties have hereunto affixed their signatures this day of , 2003.

MONMOUTH COUNTY SHERIFF:



JOSEPH W. OXLEY

MONMOUTH COUNTY BOARD OF CHOSEN FREEHOLDERS:



Thomas J. Powers, Deputy Director

MONMOUTH COUNTY FOP LODGE NO. 30:



BY:

RESOLUTION TO ADOPT AGREEMENT BETWEEN THE MONMOUTH COUNTY BOARD OF CHOSEN FREEHOLDERS, THE MONMOUTH COUNTY SHERIFF AND MONMOUTH COUNTY FOP LODGE 30

Freeholder HANDLIN 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 30, have engaged in negotiations with regard to a new contract in a unit of employees comprising supervisory correction 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 30 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 30, 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 30, the Monmouth County Sheriff, the Monmouth County Treasurer and the Monmouth County Personnel Officer.

Seconded by Freeholder NAROZANICK 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 OCT 9 2003

James Gray
CLERK