AGREEMENT

BETWEEN

MONMOUTH COUNTY SHERIFF and MONMOUTH COUNTY BOARD OF CHOSEN FREEHOLDERS

and

MONMOUTH COUNTY SHERIFF'S OFFICERS
PBA LOCAL 314

JANUARY 1, 1994 through DECEMBER 31, 1997

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PREAMBLE

This Agreement, effective as of the first day of

January 1, 1994, by and between the Monmouth County Sheriff
[hereinafter referred to as the Employer], the Monmouth County

Board of Chosen Freeholders [hereinafter referred to as the

County or the Employer-Funding Agent] and PBA Local No. 314
[hereinafter referred to as the Association], is designed to

maintain and promote a harmonious relationship between the

Sheriff, the County and those employees within the bargaining

unit herein defined in order that more efficient and progressive

public service may be rendered.

RECOGNITION

The Sheriff and the County hereby recognize the Association as the sole and exclusive majority representative within the meaning of the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1 et seq., for collective negotiations concerning salaries, hours of work and other terms and conditions of employment for all employees employed in the title of Sheriff's Officer.

UNION SECURITY

Section 1. Upon receipt of a written authorization from an Employee [which may be revoked by an Employee in writing and according to law] the County agrees to deduct the regular monthly dues of the Association from such Employee's pay and to remit such deduction in accordance with current remittance practice to the Association as designated by the Employee in writing to receive such deductions. The Association will notify the County in writing the exact amount of such regular membership dues to be deducted.

Section 2. The Association agrees to indemnify and hold the County harmless against any and all claims, suits, orders or judgments brought or issued against the County with regard to the dues checkoff, except for any claims that result from negligent or improper acts of the Employer or its agents.

Section 3. If an Employee covered by this Agreement does not become a member of the Association during any membership year which is covered by this Agreement, that Employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the Employee's per capita cost of services rendered by the Association as majority representative. The Association will notify the County of any Employee who has elected to not become a member of the Association so that a representation fee can be

then deducted.

Section 4. Prior to the beginning of each membership year, the Association will notify the County in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by non-members will be equal to eighty-five (85%) percent of that amount.

Section 5. The County will deduct the representation fee in equal installments as nearly as possible, from the paychecks paid to each Employee on the aforesaid list during the remainder of the membership year in question and until such time as a new Agreement is executed.

Section 6. If an Employee who is required to pay a representation fee terminates employment with the County before the Association has received the full amount of the representation fee to which it is entitled under this Article, the County will deduct the remaining unpaid portion of the fee from the last paycheck paid to said Employee.

Section 7. Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible be the same as those used for the deduction and transmission of regular membership dues to the Association.

Section 8. The Association will notify the County in writing of any changes in the list provided for in Paragraph 1

above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the County received said notice.

Section 9. On or about the last day of each month, beginning with the month of this Agreement becomes effective, the County will submit to the Association, a list of all Employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job title and dates of employment for all such Employees.

Section 10. The Association agrees to establish and maintain a "demand and return" system whereby Employees who are required to pay the representation fee in lieu of dues may demand the return of the "pro rata share", if any, subject to refund in accordance with the provisions of N.J.S.A. 34:13A-5.4, as amended. The demand and return system shall also provide that Employees who pay the representation fee in lieu of dues may obtain review of the amount paid through full and fair proceedings placing the burden of proof on the Association. Such proceedings shall provide for an appeal by either the Association or the Employee to the review board established for such purposes by the Governor in accordance with N.J.S.A. 34:13A-5.4, as amended.

ASSOCIATION RIGHTS

Section 1. The PBA shall be allocated forty (40) days of paid leave per year for attendance at PBA meetings and conventions. This shall be increased to fifty (50) days of paid leave per year in 1996.

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

Section 2. In order to facilitate the scheduling of manpower, advanced notice of the use of PBA leave time shall be provided and, in the case of scheduled meetings, such advanced notice shall be given at least three (3) weeks prior to the scheduled date of leave.

Section 3. It is agreed that the PBA President and Delegate shall be granted reasonable time off to investigate grievances.

Section 4. The President of the PBA, or designee, shall have the right to visit the County facilities in order to represent or service Employees covered by this Agreement. These visitation rights shall not unreasonably interfere with operations of the Sheriff or the County.

MANAGEMENT RIGHTS

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

Section 2. Among the rights retained by the Sheriff are the rights to direct the working forces; to plan, direct, and control all the operations and services of the Sheriff's Department; to determine the methods, means, organization and personnel by which such operations and services are to be conducted; to contract for and subcontract out services; to relieve Employees due to lack of work or for other legitimate reasons, to make and enforce reasonable rules and regulations to change or eliminate existing methods, equipment, or facilities; provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement and that a grievance may be filed by the Association alleging such conflict.

STRIKES AND LOCKOUTS

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

Section 2. Any Employee who violates any of the provisions of this Article may be discharged or otherwise disciplined pursuant to the rules and regulations of the New Jersey Department of Personnel and statutes applicable thereto.

HANDBOOK AND WORK RULES

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

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

DISCIPLINE

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

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

Section 3. The PBA shall be provided with the same notice, and at the same time, as the Employee.

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

GRIEVANCE PROCEDURE

Section 1. The purpose of this procedure is to secure equitable solutions to problems which may arise from time to time affecting employees as the result of the interpretation or application of this Agreement between the Employer and the Association.

Section 2. A grievance shall mean a complaint that there has been a violation, misinterpretation or inequitable application of any of the provisions of this Agreement, or any dispute concerning terms and conditions of employment.

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

Step One. The Association shall present the grievance under Step One to the Undersheriff in charge of the Law Enforcement Division of the Sheriff's Office. 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 Two. If the Association is not satisfied with the decision of the Undersheriff at Step One, the grievance shall be presented in writing to the Sheriff within seven (7) working days after the conclusion of Step One. The Sheriff shall, within seven (7) working days of the receipt of the written grievance, arrange a meeting with the Association. The Sheriff shall give

the Association its written answer to the grievance within three (3) working days after the date of such meeting.

Step Three. If the Association is not satisfied with the decision of the Sheriff under Step Two of the procedure, then the grievance shall be presented in writing to the next level of authority within seven (7) working days after Step Two. For the purpose of this grievance procedure, the next level of authority shall be considered the County Personnel Officer. The County Personnel Officer shall, within seven (7) working days of receipt of this grievance, arrange a meeting, which meeting shall occur within seven (7) working days thereafter, with the Association. The County Personnel Officer shall give the Association a written answer to the written grievance within three (3) working days after the date of such meeting.

In the event that a grievance is not resolved at Step
Three of this procedure, the Association may elect to proceed to
Step Four of this grievance procedure, unless the subject matter
of the grievance comes under the jurisdiction of the New Jersey
Department of Personnel appeal procedure, in which case, the
Association and Employee must utilize those procedures for any
appeal beyond Step Three.

Step Four. If the grievance is still unsettled, the Association may request arbitration within fifteen (15) days after the reply of the County Personnel Officer is due and by written notice to the County Personnel Officer. Said arbitration shall be through the Public Employment Relations Commission, the

expense of which shall be shared equally by the Employer and the Association.

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

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

SALARY

Section 1. Employees shall be compensated in accordance with the salary guide included as Appendix A and attached hereto.

Section 2. With the exception of 1st year employees whose compensation and salary guide movement shall be discussed hereinafter, employees shall move from one step to the next on the salary guide as of January 1st of each year. However, it is understood and agreed that no movement on the salary guide shall take effect on January 1, 1998 until such time as a successor Agreement has been negotiated and ratified by both parties. Further, both parties agree that salary guide figures and steps are reopen for negotiations for the year of 1998.

Section 3. The parties agree that there are six (6) employees who shall receive an additional one step advance on the Appendix A salary guide, effective January 1, 1995, and in recognition of their prior service in the title of County Correction Officer. Further, there are an additional four (4) Employees being paid off guide who had prior, unrecognized service in the title of County Correction Officer, and these will be advanced one off-step on the Appendix A salary guide effective January 1, 1996, to the top of the range and they shall remain at that top step through 1997. [The individuals noted in this Section were identified in the memorandum of agreement.]

Section 4. The parties agree that the adjustments made in section 3 are the final ones for any Employee who formerly held the title County Correction Officer. The parties further agree that hereafter all new hires into the title of Sheriff's Officer shall be strictly at the entry level set forth in this Agreement and Appendix A, regardless of prior service with either the Sheriff or the County of Monmouth in any title.

Section 5. For all new employees hired after May 1, 1994, the starting salary for the duration of this Agreement shall be twenty thousand dollars (\$ 20,000) prior to their completion of the Academy. Upon completion of the Academy, employees shall be compensated for the duration of this Agreement at the rate of twenty-two thousand dollars (\$ 22,000). The employees shall then remain at that rate until the January 1st following the first full year of employment after Academy completion.

UNIFORM AND MAINTENANCE ALLOWANCE

Section 1. Each employee shall be provided with an annual uniform and maintenance allowance of \$ 1,000.00.

Section 2. Employees will receive their annual uniform and maintenance allowance in a lump sum payment with their first paycheck in January.

Section 3. Employees hired during the term of this Agreement shall receive their uniform allowance in quarterly payments with the first paycheck of January, April, July and October for the first year of employment and thereafter receive the annual lump sum payment at the quarterly payment date immediately following the anniversary date of employment.

Section 4. New officers shall receive full compliment of necessary clothing to satisfy Academy training requirements as set forth by the Employer's rules and regulations.

Section 5. Any item of clothing 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 must be substantiated with proof of expenses in excess of the limit herein set.

Section 6. There will be a re-opener in the event the Employer requires new uniforms for all employees.

COLLEGE INCENTIVE

Section 1. Since the Sheriff and the County of
Monmouth recognize the value of trained Sheriff's Officers, they
hereby agree to pay any officer covered by this Agreement
additional compensation in the amount of \$25.00 per year per
college credit that is obtained by any officer after January 1,
1984, and while in the County employ from an accredited college
in a course that will be of value to the person in the
performance of their work. The Sheriff shall approve the courses
taken by the person covered by this Agreement.

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

HOURS OF WORK

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

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

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

OVERTIME, CALL-IN AND COURT TIME

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

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

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

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

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

Section 4. Effective January 1, 1995, Employees shall receive a meal allowance in the amount of \$ 5.00 in the event they work three (3) or more hours of overtime at the end of their tour of duty.

INSURANCE

Section 1. It is agreed that the County may implement a medical Point of Service (POS) insurance plan as is or has been studied by the special committee of employees specifically established to conduct such study. Upon completion of said study and selection of a carrier by said committee and the County, the County shall have the right to implement such plan without further negotiations. 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 and administered by BPA. However, any employee opting to participate in such program shall be responsible for a portion of the premium costs, the amount to be jointly determined later, and made through automatic payroll deductions.

Section 3. The traditional indemnity medical insurance program shall not be offered to employees hired on July 4, 1994 or thereafter.

Section 4. The County shall maintain its current prescription insurance program for members of the bargaining unit.

VACATIONS

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

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

Section 2. For purposes of convenience, it is agreed that an Employee who was employed for more than six (6) months during the first calendar year of employment shall have that year included in the computation for years of service under Section 1 hereof. An Employee who was employed for six (6) months or less during the first calendar year of employment shall not have that year included in the computation under Section 1 hereof.

Section 3. Seniority shall govern the scheduling of all vacations for Employees covered by this Agreement.

HOLIDAYS

Section 1. The following days shall be recognized and observed as paid holidays:

New Year's Day Labor Day

Martin Luther King Day Columbus Day

Lincoln's Birthday General Election Day

Washington's Birthday Veteran's Day

Good Friday Thanksgiving Day

Memorial Day Christmas Day

Independence Day

Section 2. Where a holiday falls during an employee's vacation or regular day off, that employee shall be given compensatory time off at the regular rate of pay.

Section 3. If an employee works on a holiday, there shall be an option of choosing to be paid at the rate of time and one-half plus holiday pay, providing that an employee waives the right to receive a compensatory day off at a future time.

Section 4. Any other holidays granted to the County employees by resolution of the Board of Freeholders, Governor or President of the United States shall also be granted to all persons covered by this Agreement.

Section 5. The scheduling of compensatory time off pursuant to this Article shall be governed by seniority, subject to the approval of the Undersheriff.

TEMPORARY LEAVE

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

Section 2. <u>Bereavement Leave</u>. 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.

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.

WORKERS' COMPENSATION

Section 1. Any officer injured while on duty will be compensated at full pay while out of work for the same injury and under the care of a physician for a maximum of one (1) year.

Section 2. It is understood that if an employee receiving paid leave pursuant to Section 1 of this Article shall also receive workers' compensation benefits, the employee shall endorse such workers' compensation checks received from the insurance carrier over to the County Treasurer.

Section 3. It is understood by the parties that Workers' Compensation benefits are governed by statute and that the provisions of this Article are set forth for informational purposes. Complaints arising under Section 2 of this Article shall not be subject to the contractual grievance procedure.

PROBATIONARY PERIOD

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

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

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

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

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

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

NON-DISCRIMINATION

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

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

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

MAINTENANCE OF STANDARDS AND SAVINGS

Section 1. It is the intention of the parties hereto that during the term of this Agreement, all terms and conditions of employment, established past practices, and other benefits presently in existence for unit members, but which are not specifically listed in this contract, shall be continued at the same level and in the same manner as presently in existence.

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

Section 3. The parties shall continue to meet on various policy and language issues raised during negotiations [and identified in memorandum of agreement] in an effort to amicably resolve them in an informal setting. However, if no such agreement is reached within sixty (60) days hereof, the parties agree to re-open negotiations on those issues only.

APPENDIX - A - SALARY GUIDES:

<u>STEPS</u>	<u>1994</u>	<u> 1995</u>	<u> 1996</u>	<u> 1997</u>
ACADEMY	\$20,000	\$20,000	\$20,000	\$20,000
1	\$22,000	\$22,000	\$22,000	\$22,000
2	\$23,262	\$24,000	\$24,000	\$24,000
3	\$25,080	\$25,100	\$26,000	\$26,000
4	\$28,215	\$28,300	\$28,300	\$28,300
5	\$30,305	\$30,400	\$30,400	\$30,400
6	\$33,963	\$34,000	\$34,000	\$34,000
7		\$37,000	\$37,000	\$37,000
8			\$41,350	\$41,000
9				\$45,000

OFF GUIDE PERSONNEL

1993 WAGES	1994	_1995	1996	<u> 1997</u>
(9) \$43,000	\$44,935	\$46,957	\$49,070	\$51,278
(12)\$37,000	\$38,665	\$40,405	\$42,223	\$45,000

TERM AND EXTENT OF AGREEMENT

This Agreement shall be effective January 1, 1994 and shall continue in full force until December 31, 1997 or until a new Agreement is executed.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures this day of May, 1994:

MONMOUTH COUNTY SHERIFF:

, 51.173

MONMOUTH COUNTY BOARD OF CHOSEN FREEHOLDERS:

MONMOUTH COUNTY SHERIFF'S

OFFICERS PBA LOCAL 314

by:

Sworn and Subscribed to: Before me this 11th Day: of July, 1994.

> MARIA ALLOCCO A Notary Public of New Jersey My Commission Expires July 31, 1996

RESOLUTION TO ADOPT NEGOTIATED AGREEMENT BETWEEN THE MONMOUTH COUNTY BOARD OF CHOSEN FREEHOLDERS, THE MONMOUTH COUNTY SHERIFF, AND PBA LOCAL 314

Freeholder STOPPIELLO offered the following resolution and moved its adoption:

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

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

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

NOW, THEREFORE, BE IT RESOLVED that the Monmouth County Board of Chosen Freeholders hereby adopts the agreement reached with the PBA Local 314, for the period January 1, 1994 through December 31, 1997 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 copy of this resolution to the PBA Local 314, 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
Mrs. Handlin Mr. Stoppiello Mr. Narozanick Mr. Powers Mr. Larrison	(X) (X) (X) (X)	()	() () ()	() () ()

CERTIFICATION

I HEREBY CERTIFY THE ABOVE TO BE A TRUE COPY
OF A RESOLUTIO - ADOPTED BY THE SOARD OF CHOSEN
PRESHOLDERS OF THE COUNTY OF MOMMOUTH AT A
MEENING HELD

19 94

Clerk