

1801-

AGREEMENT
BETWEEN
MONMOUTH COUNTY SHERIFF and
MONMOUTH COUNTY BOARD OF CHOSEN FREEHOLDERS
and
MONMOUTH COUNTY SHERIFF'S OFFICERS
PBA LOCAL 314

JANUARY 1, 1998 through DECEMBER 31, 2001

1-20-99



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PREAMBLE



This Agreement, effective as of the first day of January 1, 1998, 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.

② *[Handwritten signature]*

ARTICLE 1

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, NJSA 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.

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ARTICLE I

NEGOTIATION

The Sheriff and the County hereby recognize the
 Association as the sole and exclusive agency representative
 within the meaning of the New Jersey Employer-Employee Relations
 Act, N.J.S.A. 12:102-1 et seq., for collective negotiations
 concerning salaries, hours of work and other terms and conditions
 of employment for all employees employed in the Circle of

Sheriff's Office.

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ARTICLE 2

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

UNION SECURITY

Section 1. Upon receipt of a written notification from an employee (which may be received by an employee in writing and recorded so long) the County agrees to deduct the regular monthly dues of the Association from each employee's pay and to credit such deduction to employees with current residence property on the Association as indicated by the employee in writing to the County with supporting documentation. 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, damages or judgments brought or issued against the County with regard to the dues deduction except for any claim that results from neglect or improper acts of the Employer or its agents.

Section 3. If an employee covered by this agreement has 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 a 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

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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.

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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 NJSA 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 NJSA 34:13A-5.4, as amended.

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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,

periodic 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 titles 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 "paid rate amount", 11 days, subject to refund in accordance with the provisions of 2022 24:12A-2.4, 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 fair and fair proceedings giving the

benefit of good 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 2022 24:12A-2.4, as amended.



ARTICLE #3

ASSOCIATION RIGHTS

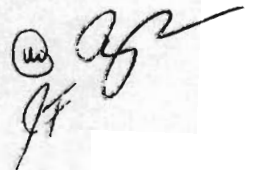
Section 1. The PBA shall be allocated fifty (50) days of paid leave per year for attendance at PBA meeting, conventions and New Jersey law enforcement funerals. In 2001, ten (10) additional days will be made available for the purpose of negotiations.

Leave pursuant to this provision shall be granted upon a written authorization submitted by the PBA President to the Sheriff, or the individual designated by the Sheriff, 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 case of scheduled meetings, such advanced notice shall be given at least five (5) working days 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, with prior notice given to the Sheriff or the individual designated by the Sheriff.

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.

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Section 1. The PBA shall be allocated fifty (50) days of paid leave per year for attendance at

PBA meeting conventions and New Jersey law enforcement functions. In 2001, ten (10)

additional days will be made available for the purpose of negotiations.

Leave pursuant to this provision shall be granted upon a written authorization submitted by

the PBA President to the Sheriff, or the individual designated by the Sheriff, indicating the basis

or nature of the leave, and the date or dates on which such leave will be required.

Section 2. In order to facilitate the scheduling of management, advanced notice of the use of

PBA leave time shall be provided and, in case of scheduled meetings, such advanced notice shall

be given at least five (5) working days prior to the scheduled date of leave.

Section 3. It is agreed that the PBA President and Delegates shall be granted membership and

off to have leave approved with their names given to the Sheriff or the individual designated

by the Sheriff.

Section 4. The President of the PBA, or designee, shall have the right to visit the County

facility in order to represent or receive appropriate support by the Sheriff. The evaluation

of the Sheriff and necessary matters will be discussed with the Sheriff or the County.

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ARTICLE 4
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.

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ARTICLE 4
MANAGEMENT RIGHTS

Section 1. It is recognized that the Sheriff has and will continue to retain the right and responsibility to direct the affairs of the Sheriff's Office in all its various aspects. Section 2. Except the rights retained by the Sheriff are the right to direct the working forces; to plan, direct, and control all the operations and activities of the Sheriff's Department; to determine the methods, means, organization and personnel by which such operations and services are to be conducted; to determine the most important and necessary to relieve employees from the lack of work or from other conditions to cause, 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 against such conflict.

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ARTICLE 5
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.

Section 3. The employer shall not engage in any lockouts.

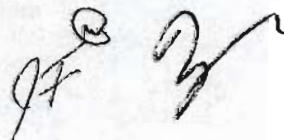
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ARTICLE 6

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.

Two handwritten signatures in black ink, one on the left and one on the right, appearing to be initials or names.

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 regulations of the County of Massachusetts Personnel Handbook and the Massachusetts Sheriff's Officer's Manual. The parties specifically ensure the provisions of the latest edition 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.

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ARTICLE 7

DISCIPLINE

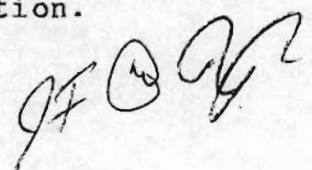
Section 1. An employee may be discharged, demoted or otherwise disciplined for just cause.

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, provided that the employee may waive PBA 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. 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 PBA Local 314 representative prior to the commencement of said interview or interrogation.

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ARTICLE 7
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, provided that the employee may waive PBA 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. 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 such appearance shall have a right to request and receive a PBA agent. The representative for PBA to the commencement of said interview or interrogation.

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ARTICLE 8

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

Step Two. If the Association is not satisfied with the decision at Step One, or if no decision is issued within seven (7) working days as required in Step One, then the grievance shall be presented in writing to the Sheriff within seven (7) working days after the conclusion of Step One. The Sheriff shall give the Association a written answer within seven (7) working

ARTICLE 8
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 individual designated by the Sheriff. The grievance shall be presented in writing within ten (10) working days of its occurrence. The individual designated by the Sheriff shall respond within seven (7) working days of receipt of the grievance.

Step Two. If the Association is not satisfied with the decision at Step One, or if no decision is issued within seven (7) working days as required in Step One, then the grievance shall be presented in writing to the Sheriff within seven (7) working days after the conclusion of Step One. The Sheriff shall give the Association a written answer within seven (7) working

days of the receipt of the written grievance; or the Sheriff may arrange a meeting with the Association in which case 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 or if no decision is issued within the time permitted under Step Two, then the grievance shall be presented in writing to the Monmouth County Personnel Officer. The County Personnel Officer shall give the Association a written answer within seven (7) days of receipt of the written grievance; or the Personnel Officer may, within seven (7) working days of the receipt of the written grievance, arrange a meeting with the Association, in which case the 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 Association is not satisfied with the decision under Step Three of the procedure or if no decision is issued within the time permitted under Step Three, then the

Association may request arbitration within fifteen (15) days after the reply of the County Personnel Officer is due. 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.

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Association may request arbitration within fifteen (15) days after the copy of the County Personnel Officer is due. 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 Arbitration shall be governed by the terms of this agreement and shall add nothing to nor subtract anything from this agreement.

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

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ARTICLE 9

SALARY

Section 1. Effective the first pay period in January 1998, and retroactive to that date, employees who are employed on the date of ratification by the parties shall receive the following raises:

1. Employees hired in 1998 shall be paid at the rate of \$25,000, effective their date of hire;
2. Employees whose December 31, 1997 base salary was either \$20,000 or \$22,000, shall be paid \$25,875;
3. Employees whose December 31, 1997 base salary was either \$24,000 or \$26,000, shall be paid \$26,910; and
4. Employees whose December 31, 1997 base salary was \$28,300 or higher shall receive a raise in base salary of three and one-half percent (3.5%) which are as follows:

\$28,300 shall be paid \$29,291;

\$30,400 shall be paid \$31,464;

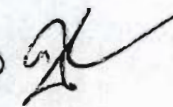
\$34,000 shall be paid \$35,190;

\$37,000 shall be paid \$38,295;

\$41,000 shall be paid \$42,435;

\$45,000 shall be paid \$46,575.

Section 2. Effective the first pay period in January 1999, employees shall be compensated in accordance with the automatic annual step increment salary guide included as Appendix A, which guide shall survive the expiration of this Agreement. Placement on this guide shall be as follows:

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ARTICLE 9
SALARY

Section 1. Effective the first pay period in January 1998, and retroactive to the first pay period in January 1997, employees who are employed on the date of implementation of the contract shall receive the following salary schedule:

1. Employees hired in 1978 shall receive a base salary of \$23,000. Effective their last day of employment, their salary shall be paid \$23,000.

Employees whose December 31, 1997 base salary was either \$20,000 or \$21,000 shall be paid \$22,000.

Employees whose December 31, 1997 base salary was either \$22,000 or \$23,000 shall be paid \$24,000.

Employees whose December 31, 1997 base salary was \$24,000 or higher shall receive a raise in base salary of three and one-half percent (3.5%) which will be as follows:

- \$23,000 shall be paid \$23,825;
- \$24,000 shall be paid \$24,840;
- \$25,000 shall be paid \$25,855;
- \$26,000 shall be paid \$26,870;
- \$27,000 shall be paid \$27,885;
- \$28,000 shall be paid \$28,900;
- \$29,000 shall be paid \$29,915;

Section 2. Effective the first pay period in January 1997, employees shall be compensated in accordance with the schedule shown in this contract. Salary rates indicated in Appendix A, which side shall receive the benefit of the agreement. Payment on this side shall be as follows:

<u>1998 BASE SALARY</u>	<u>1999 STEP</u>
\$ 25,000	\$ 26,000
\$ 25,875 and \$ 26,910	STEP 1
\$ 29,291 and \$ 31464	STEP 2
\$ 35,190	STEP 4
\$ 38,295	STEP 5
\$ 42,435	STEP 7
\$ 46,575	STEP 8
above \$ 51,000	OFF GUIDE

Section 2. The "off guide" pay rates for the term of his agreement shall be as follows:

EFF 1/1/98 - \$53,073
 EFF 1/1/99 - \$54,665
 EFF 1/1/2000 - \$56,305
 EFF 1/1/2001 - \$57,994

Section 3. Movement on the guide shall be as indicated in Appendix A. Employees shall move from one year to the next on the salary guide as of the first full pay period of each new year. Employees at Step 9 shall remain at that step year to year. The following are exceptions to the step movement:

1. Employees who are paid \$ 26,000 in 1999 shall advance to Step 1 in 2000; and

2. Employees who are on Step 3 in 2000 shall advance to step 5 in 2001.

Section 4. Starting salary shall be \$ 26,000 in 1999, \$ 27,000 in 2000 and \$ 28,000 in 2001. Movement from starting salary to Step 1 of the guide shall occur on the first pay period in January following date of hire.

ARTICLE 10

UNIFORM AND MAINTENANCE ALLOWANCE

Section 1. Each employee 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) per annum, paid in a lump sum payment with the first pay period 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 or on disability for 30 work days or more in the preceding year, or if an employee is absent of workers' compensation for 60 work 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 30 work days duration, nor for workers' compensation leave of less than 60 work days duration.

Section 3. Newly hired Employees shall receive uniform allowance in quarterly pro rated payments beginning with the first paycheck of January, April, July and October, and continuing through the end of the calendar year in which they successfully complete training at the Police Academy. Thereafter, they will receive payment set forth in Section 1.

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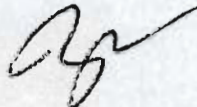
Section 4. New officers shall receive a full complement of necessary clothing to satisfy Police Academy training requirements as set forth by the Employer's rules and regulations.

Section 5. 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 for equipment. Any claim for replacement must be substantiated with proof of expenses in excess of the limit herein set.

Section 6. Any increase in uniform or maintenance allowance extended to superior officers of the Law Enforcement Division during the term of this Agreement shall cause this Article to be reopened and the Parties shall renegotiate same.

Section 7. There will be a re-opener in the event the Employer requires new uniforms for all employees.

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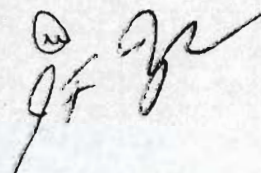
ARTICLE #11

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 \$35.00 per year of college credit that is obtained by an officer after January 1, 1984 and while employed by the Sheriff or the County, which amount represents a \$10 increase effective January 1, 1998. The credit must be from an accredited college and in a course that will be of value to the person in the performance of work for the Employer, which the Sheriff shall approve.

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.

Section 3. If the County establishes an arrangement with any police academy and any college similar to the previously existing arrangement between Brookdale Community College and Monmouth County Police Academy the Academy or the College will automatically provide the County with transcripts for creditable courses successfully completed.

A handwritten signature in black ink, appearing to be "JF" followed by a stylized flourish.

Section 1. Since the Sheriff and the County of Mohave describe the value of training
Sheriff's Officers, they hereby agree to pay any officer covered by this Agreement additional
compensation in the amount of \$3,000 per year of college credit that is obtained by an officer
after January 1, 1984 and while employed by the Sheriff or the County, which amount represents
a 5% increase effective January 1, 1984. The credit must be from an accredited college and in a
course that will be of value to the person in the performance of work for the Employer, which the

Board shall approve.

Section 2. A committee consisting of representatives of the Sheriff's Office, the Regional
Office and the PBA Local 9211 shall review and approve courses taken by an Employee in
advance of registration. Payment of course tuition be made without prior approval. Said
approval shall not be unreasonably withheld.

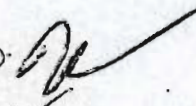
Section 3. If the County establishes an agreement with any police academy and any college
similar to the previously existing agreements between Broaddus Community College and
Stromberg County Police Academy, the Academy or the College will automatically provide the
County with transcripts for creditable courses successfully completed.

(Handwritten signatures and initials)

ARTICLE 12

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.

② 
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ARTICLE 13
WORK SCHEDULES

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.

Effective 1999, this section shall not apply to employees who are attending initial academy training, and their meal and break periods shall not count as time worked or for overtime purposes for such employees.

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.

A handwritten signature or set of initials in black ink, located to the right of the text in Section 3. It appears to be a stylized name or set of initials, possibly starting with 'W' and 'J'.

ARTICLE 13
WORK SCHEDULES

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.

Effective 1992, this section shall not apply to

employees who are attending initial academy training, and their meal and break periods shall not count as time worked or for overtime purposes for such employees.

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.

ARTICLE 14

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.

In the event volunteers for overtime cannot be secured, officers shall be held over in an inverse order of seniority, with the officer with the least being first, until the shift is rotated through. Officers forced shall be compensated as follows:

1st hour	hour worked at 1 1/2
More than 1	2 hours at 1 1/2
More than 2	4 hours at 1 1/2
More than 4	4 hours plus additional hours worked at 1 1/2

The Employer shall endeavor to provide the employee with five days notice prior to any scheduled shift change.

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. 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.

Section 5. Pick-ups. Officers shall receive a minimum of four (4) hours paid overtime or four (4) hours compensatory time [officer's choice] at time and one half, when called in or back to duty during time off to make a pick-up.

A "pick-up" is an assignment to transport an individual, arrested on a Monmouth County warrant, from a law enforcement agency within the State of New Jersey to the Monmouth County Correctional Institution.

Officers are not eligible for the four hour minimum if the pick-up is a continuation of a regular duty assignment. The officer will be compensated for the additional time on a continuation at the overtime rate for all hours worked. When the officer is called-in to make a pick-up and receives a second pick-up request, the officer will be compensated at the overtime rate for all hours worked over the four hour minimum.

The Employer reserves the right to assign additional duties to an officer if the original detail is completed in less

than four hours. These additional duties shall not require the officer to work more than four hours.

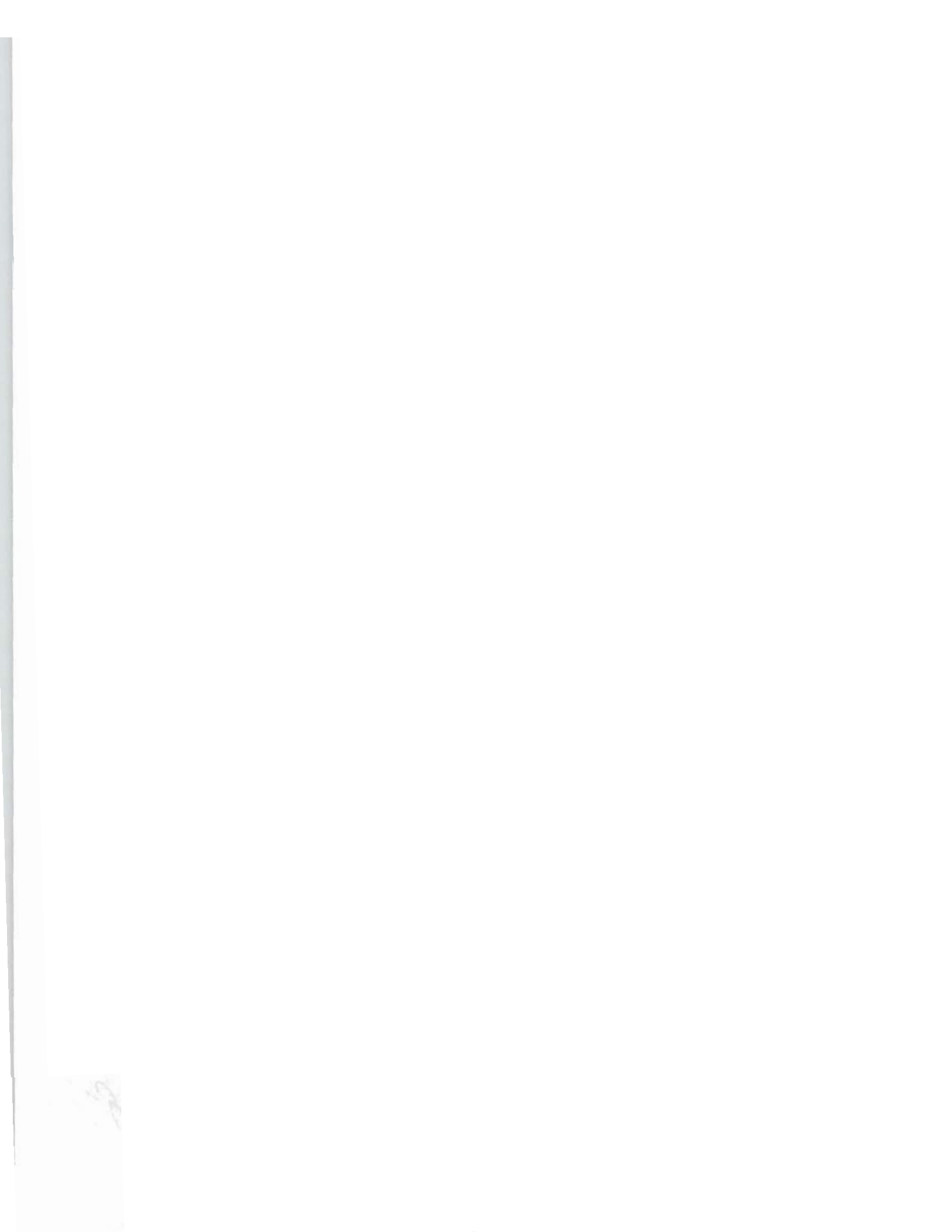
Section 6. On-call. Officers assigned to on-call shall receive four (4) hours per week of pay or compensatory time for performing these duties. This shall serve as compensation for officers who must limit their activities during the week.

Section 7. Reporting in advance of regular shift. An officer requested to report prior to their regular duty assignment will be compensated at the overtime rate of four (4) hours if requested to report more than two hours before the scheduled start of their regular assignment. If requested to report two hours or less prior to their regular duty assignment, the officer will be compensated at overtime rates for the hours worked.

Officers required to perform duties as a continuation of their regular duty assignment will be compensated at overtime rates for the hours worked.

Section 8. Mutual Aid. During non-duty hours, when an officer is called-in to assist by another agency, when the assignment is approved by a captain or other authorized supervisor (sergeant or above), the officer will receive a minimum of four (4) hours pay (compensatory time) at overtime rates.

Section 9. Court. Officers required to appear in court during non-duty hours will receive a minimum of two hours pay (compensatory time) at overtime rates. This does not include



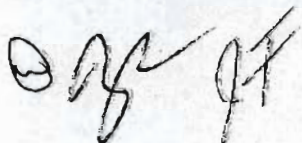
court appearances for approved outside employment or when an officer has volunteered for an assignment and the County is being compensated by a municipality or company.

Section 10. 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 unnecessary 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 services 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 on a department assignment uses their personal vehicle, they shall receive 1 1/2 hours additional compensation for that use, when authorized by a supervisor.

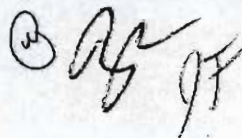
Section 11. Officer in charge (OIC). A department assignment of more than four sheriff's officers shall require that a supervisory officer be assigned.

The definition of a supervisory officer for this purpose is as follows: Undersheriff, Chief Sheriff's Officer, Chief Warrant Officer, Captain, Lieutenant or Sergeant.

Each assignment in the Law Enforcement Division, excluding the Process Serving Unit, shall have at least one supervisory officer available to be contacted either directly, by telephone, by pager or by police radio, if the need exists.

A supervisory officer unavailable for more than a two hour period shall be replaced with another supervisory officer. In the event a replacement is unavailable, a senior, or in special situations, the most qualified officer, shall be designated Officer-In-Charge (OIC) of the assignment.

The OIC duties shall include but not be limited to the assignment of sheriff's officers to posts, liaison with other departments, filing of reports and other duties, as required. The OIC shall be responsible for the actions they take or direct to be taken, and as described in the General Duty Manual for sheriff's officers.



The OIC shall be compensated for those duties at one additional hour at the overtime rate for each four hours assigned as OIC, each hour worked shall be pro rated.

The Employer is not obligated to assign a supervisory officer or an OIC to an off-duty detail for which an officer has volunteered and for which the County is being compensated for the officer's services by another municipality or company. In the absence of a supervisory officer or OIC, the senior member or most qualified of the detail is in charge and shall serve without additional compensation from the County.

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The OIC shall be compensated for those hours at one additional hour at the overtime rate for each four hours assigned

as OIC each hour worked shall be paid.

The Employer is not obligated to assign a supervisory

officer or an OIC to an off-duty detail for which an officer has volunteered and for which the County is being compensated for the

officer's services by another municipality or company. In the

absence of a supervisory officer or OIC, the senior member or most

detailed of the detail is in charge and shall serve without additional

compensation from the County.



ARTICLE 15

INSURANCE

Section 1. It is agreed that the County will provide a medical Point of Service (POS) insurance plan, maintained at current levels. 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 to employees hired on July 4, 1994 or thereafter. If the County adopts a superseding resolution providing retirement health care benefits to County employees generally, such resolution shall also apply to this unit.

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

Section 1. It is agreed that the County will provide a medical Point of Service (POS) insurance plan, maintained at various levels. Whereas it is the County's intention to encourage employees 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-funded basis. However, any employee opting to participate in such program shall be responsible for a portion of the premium costs and shall through automatic payroll deductions.

Section 3. The provisions of Board Resolution 94-287 shall continue to apply, and the traditional indemnity medical insurance program shall not be offered to employees hired on July

1, 1994 or thereafter. If the County adopts a supplemental medical providing retirement health care benefits to County employees generally, such resolution shall also apply to this unit.

Section 4. Regarding sick leave, 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 \$1.00 co-pay for

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prescription drugs and a \$ 1.00 co-pay for those who use generic drugs.

Section 5. The statutory compensation provided in NJSA 34:15-12(a) and applicable law, is recognized as controlling the issue of access to payment for employees on temporary disability leave. It is agreed that reimbursement for temporary disability leave of less than one year shall be calculated to insure that employees on such workers' compensation temporary disability leave will be paid the same amount of take home pay [net pay] as they were receiving prior to their disability leave, payments continuing for not longer than the first year. Thereafter, the provisions of NJSA 34:15-12(a) shall apply. The employee shall in no way suffer a reduction of net pay as a result of the injury or disability during the first year of disability.

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ARTICLE 16

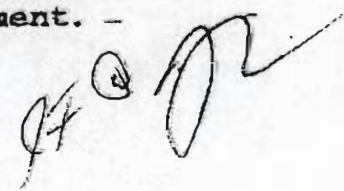
VACATIONS

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. -



ARTICLE 17

PERSONAL, SICK AND MATERNITY LEAVE

Section 1. Personal Leave. 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.

Section 2. Sick Leave. Pursuant to adopted County Leave policy, the Employer shall advance fifteen (15) sick leave days in accordance with New Jersey Department of Personnel regulations on same.

Section 3. Pregnancy Leave. An employee who requests leave with or without pay by reason of disability due to pregnancy shall be granted such leave under the same terms and conditions as those applicable for sick leave or leave without pay. Sick or vacation leave may be used for pregnancy disability leave. An employee must exhaust all accrued sick leave to be eligible for the County Temporary Disability Compensation Plan.

Section 4. Child care may be granted to employees under the same terms and conditions as provided under Family Leave which provides for a maximum leave of 12 weeks in any 24 month period.

Section 5. An employee may request an unpaid leave of

④ [Handwritten signature]

ARTICLE 17

PERSONAL, SICK AND MATERNITY LEAVE

Section 1. Personal leave. An employee may take up to
 (3) days of paid leave per year for personal business. A
 leave taken for personal business shall be paid at the rate of one
 (1) day per hour (e) amount of service. Except where the
 schedule does not permit, the benefit or benefits shall allow
 personal days to be taken on any day.

Section 2. Sick leave. Payment in assigned County
 leave policy, the highest shall exceed fifteen (15) sick leave
 days in accordance with the County Department of Personnel
 regulations on use.

Section 3. Pregnancy leave. An employee who requests
 leave due to absence by reason of disability due to
 pregnancy shall be granted such leave under the same terms and
 conditions as those applicable for sick leave or leave without
 pay. Sick or vacation leave may be used for pregnancy disability
 leave. An employee who cannot all accrued sick leave to be
 eligible for the County Pregnancy Disability Compensation Plan.

Section 4. Child care may be granted to employees
 under the same terms and conditions as provided under Family
 Leave when provision for a maximum leave of 12 weeks in any
 annual period.

Section 5. An employee who requests an unpaid leave of

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absence for up to six (6) months pursuant to New Jersey Department of Personnel regulations. An employee may make application for an extension of the initial six (6) month leave pursuant to New Jersey Department of Personnel regulations.

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...for up to six (6) months outside of New Jersey
Department of Personnel regulations. An employee may also
application for an extension of the initial six (6) month leave
Department of Personnel regulations.

[Handwritten signature]

ARTICLE 18

HOLIDAYS

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

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


Section 2. When a holiday falls during employee's vacation or regular day off, said employee shall be given compensatory time off at the regular rate of pay or may receive one (1) extra day's pay at straight time in lieu of the compensatory time off.

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

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

Section 5. The scheduling of compensatory time off shall be governed by seniority and shall be subject to the approval of the Sheriff or designee.

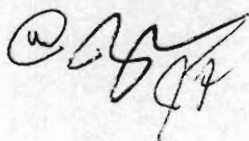
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ARTICLE 19
DEATH IN FAMILY

Section 1. Bereavement Leave. The Employer agrees to grant up to five (5) days leave to an employee due to the death of an employee's parent, step-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 parent-in-law, sister, brother, grandparent, grandchild, foster child or other member of the immediate household.

A handwritten signature in black ink, appearing to be 'W. B. G. P.', is written over the text of Section 2.

ARTICLE 20

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.

Section 2. Employees who have completed twelve (12) 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

SECRETARY GENERAL
OF THE UNITED NATIONS

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.

Handwritten initials or signature, possibly "JH" or "JL", located in the bottom right corner of the page.

4/11/18

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 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.

Handwritten initials 'C' and 'H' are written above a signature that appears to be 'J. J. [unclear]'. The signature is written in dark ink and is somewhat stylized.

ARTICLE 22

TRANSPORTATION

Section 1. The parties agree that the law division section of the Sheriff's Office shall perform the following transportation duties:

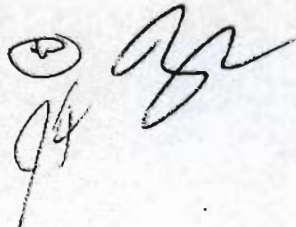
a. Monmouth County Court House (transportation to and from County Jail and Court House, custodial responsibility within the Court House, and escort duties to and from the holding area within the Court House and the respective courtrooms.);

b. Transportation of inmates to and from treating physicians, dentists, medical technicians, and the like; and

c. Transportation to treatment clinics (not detention in nature).

Section 2. The parties agree that other employees may perform the above duties only if no Sheriff's Officer is available on duty to perform such assignment.

Section 3. The decision as to the number of Employees accompanying a prisoner during a transport shall be made by the appropriate supervisor.

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ARTICLE #23

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.

Section 2. The detail shall include the PBA President and a PBA delegate or their designee(s) and will be recorded as PBA release time consistent with 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.


A handwritten signature and initials in black ink. The signature is a stylized cursive name, and the initials below it appear to be 'JF'. To the left of the signature is a circled letter 'D'.

ARTICLE 24

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.

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ARTICLE 24

STANDARDS OF CONDUCT AND DISCIPLINE

APPENDIX A SALARY GUIDE

<u>STEP</u>	<u>1999</u>	<u>2000</u>	<u>2001</u>
Entry Rate	26,000	27,000	28,000
1	31,000	32,000	33,000
2	33,500	34,500	35,000
3	36,000	37,000	37,500
4	38,500	39,500	40,000
5	41,000	42,000	42,500
6	43,500	44,500	45,500
7	46,000	47,000	48,000
8	48,500	49,500	50,500
9 (maximum)	n/a	52,000	56,000

This is an annual automatic step movement system which is intended to survive the contract.

③ M
JF

(Sample) 2

1000 1000 1000 1000
1000 1000 1000 1000

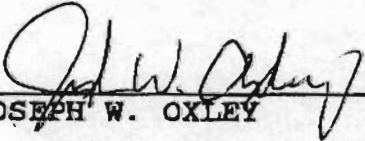
ARTICLE 25

TERM AND EXTENT OF AGREEMENT

This Agreement shall be effective January 1, 1998 and shall continue in full force until December 31, 2001 or until a new Agreement is executed.

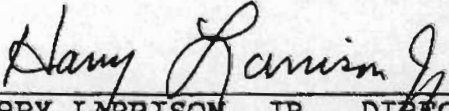
IN WITNESS WHEREOF, the parties have hereunto affixed their signatures this day of

MONMOUTH COUNTY SHERIFF:




JOSEPH W. OXLEY

MONMOUTH COUNTY BOARD OF CHOSEN FREEHOLDERS:



HARRY LARRISON, JR., DIRECTOR

MONMOUTH COUNTY SHERIFF'S
OFFICERS PBA LOCAL 314



by:

ARTICLE 25

TERM AND EXTENT OF AGREEMENT

This Agreement shall be effective January 1, 1998 and shall continue in full force until December 31, 2001 or until a new agreement is executed.

IN WITNESS WHEREOF, the parties have hereunto affixed their

signatures this _____ day of _____

SOUTHERN COUNTY SHERIFF

[Signature]
JOHN W. CARY

SOUTHERN COUNTY BOARD OF COUNTY COMMISSIONERS

[Signature]
BARRY WATSON, JR., DIRECTOR

SOUTHERN COUNTY SHERIFF'S OFFICERS PER LOCAL 814

[Signature]

RESOLUTION TO ADOPT NEGOTIATED AGREEMENTS BETWEEN THE MONMOUTH COUNTY BOARD OF CHOSEN FREEHOLDERS, THE MONMOUTH COUNTY SHERIFF AND THE MONMOUTH COUNTY SHERIFF'S OFFICERS PBA LOCAL 314

Freeholder POWERS offered the following resolution and moved its adoption:

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

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

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

NOW, THEREFORE, BE IT RESOLVED that the Monmouth County Board of Chosen Freeholders hereby accepts and adopts the contract reached with the PBA Local 314 for the period January 1, 1998 through December 31, 2001 and in accordance with the terms therein set forth in the contract, a copy of each 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 contract on behalf of the County.

BE IT FURTHER RESOLVED that the Clerk forward a certified true copy of this resolution and accompanying contract to the Monmouth County Sheriff, the PBA Local 314, 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)	()	()	()

99 FEB -4 P 1:25

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

Richard James

1978
 CLERK