

**AGREEMENT BETWEEN
MONMOUTH COUNTY SHERIFF AND
MONMOUTH COUNTY BOARD OF CHOSEN FREEHOLDERS**

AND

MONMOUTH COUNTY SUPERIOR OFFICERS ASSOCIATION, INC.,

FOP LODGE 30

(Monmouth County Correctional Institution)

January 1, 2010 through December 31, 2013

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PREAMBLE



THIS AGREEMENT, effective as of the first day of January 2010, is by and between the Monmouth County Sheriff (hereinafter referred to as the "Sheriff" or "Employer"), the Monmouth County Board of Chosen Freeholders (hereinafter referred to as the "County" or "Employer-Funding Agent"), and the Monmouth County Superior Officers Association, Inc., FOP Lodge No. 30 (hereinafter referred to as the "Association"), and is designed to maintain and promote a harmonious relationship between the Sheriff, the County and those employees who are within the Bargaining Unit in order that more efficient and progressive public service may be rendered.

The terms "employee," "Supervisor" and "Supervisory personnel" shall be interchangeable terms and refer to employees covered by this Agreement.

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ARTICLE 1
RECOGNITION

Section 1. The Sheriff hereby recognizes the Association as the 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 in the classification of County Correction Officer Sergeant and County Correction Officer Lieutenant, but excluding Captains, the Deputy Warden and the Warden.

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ARTICLE 2
UNION SECURITY

Section 1. Visitation. The President of the FOP, or designee, shall have the right to visit County facilities in order to represent or service employees covered by this Agreement. These visitation rights shall not interfere with work operations or security measures.

Section 2. Dues. Upon receipt of a lawfully executed written authorization from an employee, which may be revoked in accordance with law, the Employer-Funding Agent agrees to deduct the regular, monthly Association dues of such employee from pay and remit such deduction by the fifteenth (15th) day of the succeeding month to the officials designated by the employee in writing to receive such deduction. The Association will notify the Employer-Funding Agent in writing of the exact amount of membership dues deductions.

Section 3. The Association agrees to indemnify and hold the Employer-Funding Agent harmless against any and all claims, suits, orders or judgments brought or issued against the Employer-Funding Agent with regard to the dues check-off.

Section 4. Agency Shop. If an employee covered by this Agreement does not become a member of the Association during any membership year (i.e., from January 1 to the following December 31) that is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

Section 5. Notification. Prior to the beginning of each membership year, the Association will notify the Employer-Funding Agent in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that

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membership year. The representation fee to be paid by non-members will be equal to eighty-five (85%) percent of that amount.

In order to adequately offset the per capita cost of services rendered by the Association as majority representative, the representation fee will be equal in amount to the regular membership dues, initiation fees and assessments charged by the Association to its own members, and the representation fee has been set at eighty-five percent (85%) of that amount as permitted by law.

Section 6. Deduction of Fee. Once during each membership year covered in whole or in part by this Agreement, the Association will submit to the Employer-Funding Agent a list of those employees who have not become members of the Association for the then current membership year. The Employer-Funding Agent will deduct from the salaries of such employees, in accordance with the following, the full amount of the representation fee and promptly will transmit the amount so deducted to the Association. The Employer-Funding Agent will deduct the representation fee in equal installments as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question and until such time as a new Agreement is executed. The deductions will begin with the first paycheck paid;

- (a) Ten (10) days after receipt of the aforesaid list by the Employer-Funding Agent; or
- (b) Thirty (30) days after the permanent employee begins employment in a Bargaining Unit position, unless the Employee previously served in a Bargaining Unit position and continued in the employ of the Employer-Funding Agent in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid ten (10) days after

the resumption of the employment in a bargaining unit position, whichever is later; or

- (c) Three (3) months after a provisional employee begins employment in a Bargaining Unit position, unless the employee previously served in a Bargaining Unit position and continued in the employ of the Employer-Funding Agent in a non-Bargaining Unit position or was on layoff, in which event the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employment in a Bargaining Unit position, whichever is later.

Section 7. Termination of Employment. If an employee who is required to pay a representation fee terminates his/her employment with the Employer-Funding Agent before the Association has received the full amount of the representation fee to which it is entitled in this Article, the Employer-Funding Agent will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

Section 8. Changes. The Association will notify the Employer-Funding Agent in writing of any changes in the list provided for in Paragraph 1 above and/or the amount of representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the Employer-Funding Agent receives said notice.

Section 9. Demand and Return. The Association agrees to establish and maintain a "demand and return" system whereby employees who are required to pay the representation fee in lieu of dues may demand the return of the "pro rata share," if any, subject to refund in accordance with the provisions of N.J.S.A. 34:13A-5.4, as amended.

ARTICLE 3
ASSOCIATION PRIVILEGES AND RESPONSIBILITIES



Section 1. The Association shall have the right to visit the Warden, Administration and/or other County facilities or representatives at all reasonable hours for Association business. The Association will not abuse this right.

Section 2. Copies of all general orders, rules, regulations and communications affecting wages, hours and other terms and conditions of employment for employees covered by this Agreement shall be furnished to the Association within twenty-four (24) hours of their promulgation.

Section 3. The Association may use the mail or message routing system at the Monmouth County Correctional Institution and may also use the mail boxes located at the facility. Such use shall be reasonable. The Association shall pay for its own postage and stationary.

Section 4. The County agrees to provide the Association with an office within the Monmouth County Correctional Institution to conduct the business of the Association. The Association agrees to provide its own office furnishings and equipment. The Association will provide and maintain, at its own expense, its own phone/fax system.

Section 5. The Association and the County shall be responsible for acquainting employees and managerial personnel with the provisions of this Agreement, and for adherence to the terms of this Agreement.

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ARTICLE 4
MANAGEMENT RIGHTS



Section 1. It is recognized that the Employer has and hereby retains and reserves to itself the rights and responsibilities to direct the affairs of the office of the Monmouth County Sheriff and the Monmouth County Correctional Institution, with all powers, authority and duties conferred and vested by the Laws and Constitution of the State of New Jersey, including, without limiting the generality of the foregoing, the following rights:

- (a) To the management, organization and administrative control of the office of the Monmouth County Sheriff and the Monmouth County Correctional Institution;
- (b) To determine the standards of services offered and to direct the activities of employees;
- (c) To maintain the efficiency of operations and to implement such improvements in efficiency as deemed necessary, including management and direction of overtime practices and post assignments;
- (d) To determine the content of work assignments and the methods, means and personnel by which operations are to be conducted, including work and shift schedules and overtime assignments; and
- (e) To contract for or subcontract services.

Section 2. This contract shall not be interpreted to in any way supersede the statutory or constitutional duties or obligations of the office of the Sheriff of Monmouth County, nor shall it be construed to deny or restrict the Employer-Funding Agent, the County of Monmouth, by the Monmouth County Board of Chosen Freeholders, of their powers, rights, duties or responsibilities under the Laws or Constitution of the State of New Jersey.

ARTICLE 5
STRIKES AND LOCKOUTS

Neither the Association nor any of its officers, agents or employees, shall instigate, promote, sponsor, engage in, or condone by any action any strike, slowdown, concerted work stoppage or any other intentional interruption of the operations of the Monmouth County Correctional Institution.

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ARTICLE 6
GRIEVANCE PROCEDURE

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

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


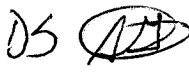
Section 3. The Association shall process grievances in the following manner:

Step 1. The Association shall present the grievance under Step 1 to the Deputy Warden. The grievance shall be presented in writing within ten (10) working days of its occurrence. The Deputy Warden shall respond within seven (7) working days of the grievance.

Step 2. If the Association is not satisfied with the decision of the Deputy Warden at Step 1, the grievance shall be presented in writing to the Warden within seven (7) working days after Step 1. The Warden shall, within seven (7) working days of the receipt of the written grievance, arrange a meeting with the Association and shall give the Association a written answer to the written grievance within three (3) working days after the date of such meeting.

Step 3. If the Association is not satisfied with the decision of the Warden in Step 2 of the procedure, then the grievance shall be presented in writing to the Sheriff within seven (7) working days after Step 2. The Sheriff shall, within seven (7) working days of the receipt of this grievance, arrange a meeting with the Association and shall give the Association a written answer to the grievance within three (3) working days after the date of such meeting.

Step 4. If the Association is not satisfied with the decision of the Sheriff under Step 3 of the procedure, the Association may, within fifteen (15) days after the reply of the Sheriff is due, by written notice to the Employer-Funding Agent Personnel Officer, request arbitration. Said arbitration shall be through the Public Employment Relations Commission, the expense of which shall be shared equally by the Employer and the Association. The decision of the Arbitrator shall be final and binding on both parties. The Arbitrator shall be governed by the terms of this Agreement and shall add nothing to nor subtract anything from this Agreement.

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ARTICLE 7
SALARY

Section 1. For all employees who are members of the Bargaining Unit before July 1, 2011, salaries shall be as follows: Employees promoted to the rank of sergeant shall be placed on Step 1 of the salary guide contained in Appendix A. Employees shall then receive annual step increases on January 1 of each year thereafter as set forth on the Appendix A salary guide. Employees at the rank of lieutenant shall receive a 2.00% salary increase on each January 1 during the term of this Agreement.

For all employees who join the Bargaining Unit or are promoted on or after July 1, 2011, salaries shall be as follows: Employees promoted to the rank of sergeant shall be placed on Step 1 of the salary guide contained in Appendix B. Employees shall then receive annual step increases starting the first January 1 occurring after the employee has served at least six (6) months at the rank of sergeant, and then on January 1 of each year thereafter as set forth on the Appendix B salary guide. Employees at the rank of lieutenant shall receive a 2.00% salary increase on each January 1 during the term of this Agreement.

Section 2. Watch Commander. Any sergeant who is required to act as a watch commander shall be compensated at the prevailing lieutenant's wage for any hours worked in that capacity.

Section 3. Annual step increases shall survive the expiration of the Agreement on December 31, 2013.

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ARTICLE 8
UNIFORM ALLOWANCE

Section 1. Any item of clothing which is damaged in the line of duty shall be replaced at no cost to the employee, payable on the last pay period of the year. However, there shall be no replacement payment if the employee has expended less than \$400.00 during the year for replacement of clothing or equipment. Any claim for replacement due to damage must be substantiated with proof of expenses in excess of the limit herein set.



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ARTICLE 9
COLLEGE INCENTIVE

Section 1. Since both the Sheriff and the County of Monmouth recognize the value of well-trained Officers, they hereby agree to pay employees covered by this Agreement additional compensation for college credit earned while in the Sheriff's employ as follows: \$25.00 per year per college credit that is obtained by any Officer after January 1, 1984 and until December 31, 1995; \$30.00 per year per college credit that is obtained by any Officer after January 1, 1996 and until December 31, 1996; \$35.00 per year per college credit that is obtained by any Officer after January 1, 1997 and until December 31, 2005; and \$50.00 per year per college credit that is obtained by any Officer after January 1, 2006. No Officer shall receive in excess of \$1,800 of additional annual compensation pursuant to this Article, except that Officers who are earning in excess of this amount as of January 1, 2011 shall not have their compensation diminished. In such case, the college incentive will be limited to the amount earned as of January 1, 2011.

Section 2. In order to qualify for college incentive payments, the credit earned must be from an accredited college in a course that will be of value to the person in the performance of their work. The parties shall mutually agree upon a list of courses or subjects that shall automatically meet this standard. Any course or subjects not so listed must be approved by the Warden or his designee to be eligible for compensation pursuant to this Article. Beginning on January 1, 2011, payment is contingent on the successful completion of the course with the Officer receiving a grade of "C" or higher.

Section 3. Training paid for by the County shall not qualify for any college incentive payment. This final sentence shall not be retroactively applied to employees already receiving such college incentive payments.

ARTICLE 10
HOURS OF WORK



Section 1. The regular hours of work each day shall be consecutive, except for interruptions for lunch periods and coffee breaks. A day shall consist of eight hours at work. Said period shall include two (2) fifteen (15) minute breaks and a thirty (30) minute meal period.

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

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

Section 4. Any required reporting time in advance of shift shall be paid at time and one-half (1.5) the regular hourly rate; however, advance reporting shall not be a guaranteed assignment.

Section 5. Effective the date of formal ratification, a 10-minute roll call will be initiated prior to each regularly scheduled shift, unless and until the parties agree to a new schedule. Roll call time shall be paid at the overtime rate. Any such overtime earned under this provision will be accrued and paid in the first pay period of November of each year.

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ARTICLE 11
OVERTIME, CALL-IN AND COURT TIME

Section 1. Definition. Overtime is defined as any time worked in excess of the regular work week of forty (40) hours or eight (8) hours in a day, but not including sick leave time with no accrued sick leave time available, unauthorized absences or suspension time. Sick time shall not count as regular hours worked for overtime purposes.

Section 2. Compensation. Overtime work shall be compensated at the rate of one and one-half (1-1/2) times the employee's regular hourly rate of pay. Overtime work may also be compensated by compensatory time off by mutual consent of the employee and Sheriff, provided that no overtime is incurred. Employees can accrue up to four hundred and eighty (480) hours of compensatory time.

Section 3. Call-In Time. In the event that an employee is called in or back to duty during time off, that employee shall be compensated at one and one-half (1-1/2) times the regular rate of pay for a minimum of four (4) hours or for all hours worked on the call-in.

Section 4. Court Time. All off-duty, work-related court appearances shall be compensated at one and one-half (1-1/2) times the regular rate of pay for a minimum of two (2) hours, or for all actual hours required. It is understood and agreed that Association member disciplinary matters and arbitration sessions are not deemed "court time."

Section 5. Coverage. Supervisory personnel will insure that primary posts are covered.

Section 6. Overtime Reduction. Each employee and the Association shall continue to exercise all reasonable means to reduce overtime demands at the Monmouth County Correctional Institution.

Section 7. Seniority List. Overtime will be assigned on a seniority basis on each shift. The seniority list shall be agreed to by both the Sheriff and the Association on a quarterly basis,

which list shall be posted for use in assignment of overtime. The seniority overtime list shall be used with the most senior employee of the supervisory personnel being asked to take overtime first, and then the next senior supervisory employee thereafter, until the list has completely been exhausted, at which time overtime will be offered to the most senior officer on the list and the seniority list will run through again *ad infinitum*.

Section 8. Employees who do not use any sick time for any twelve (12) month calendar period shall be credited with two (2) Warden incentive days, which may be utilized at the employee's discretion. These days shall not be used to take off on a recognized holiday unless approved by the Warden or designee, and any such request shall be made at least seven (7) days in advance of the holiday.

Section 9. Effective January 1, 2011, an overtime cap of **350** hours per officer per calendar year shall be implemented and enforced. No employee shall work overtime in excess of this amount during a calendar year except in the event of emergency as determined in the Warden's sole discretion.

Section 10. An employee who is required to be "on-call" shall receive two (2) hours of non-FLSA compensatory time for every work week that he or she is required to be "on-call." This compensatory time shall be maintained in a separate bank, shall not be entitled to be cashed in at any time, including upon retirement, and shall be used by the end of the calendar year in which this time is accrued or it will be permanently forfeited.

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ARTICLE 12
INSURANCE

Section 1. It is agreed that the County will offer a medical point of service plan for employees covered by this Agreement. Employees shall pay the amount required by current New Jersey law as a contribution towards the County's cost of providing this plan, which shall not be less than 1.5% of base salary. The parties agree that should an employee voluntarily waive all coverage under the County's health plan, and provide proof of coverage from a source other than the County, the County will waive the required contribution for the employee. Such employee contributions shall be placed by the County into an IRS type 125 cafeteria plan so that it shall be tax free for Federal tax purposes, in accordance with New Jersey law.

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. The portion of the premium costs for which the employee shall be responsible shall be no less than 1.5% of the employee's annual base salary or any greater amount required by New Jersey law. Such employee contributions shall be placed by the County into an IRS type 125 cafeteria plan so that it shall be tax free for Federal tax purposes, in accordance with New Jersey law.

Section 3. The provisions of Board resolution # 94-267 shall continue to apply, and the traditional indemnity medical insurance program shall not be offered nor available to employees hired on July 1, 1994 or thereafter.

Section 4. Bargaining Unit members, and those employees receiving benefits under the County temporary disability program, shall be provided with the prescription insurance plan established by the County. All existing prescription drug co-pays shall remain unchanged unless



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and until such time as these co-pays are increased for the County's employees not represented for purposes of collective negotiations, or January 1, 2012, whichever comes later. If the County imposes such increases, Bargaining Unit employees shall also be subject to these increases, provided, however, that co-pays shall not exceed the following:



<i>Non-Mail Order</i>	
Retail (brand)	\$20.00 (current \$15)
Generics	\$10.00 (current \$5)
<i>90 days Mail Order</i>	
Retail (brand)	\$15.00 (current \$10)
Generics	\$5.00 (current \$0)

Section 5. The statutory compensation provided in N.J.S.A. 34:15-12(a) is recognized as controlling the issue of payment for employees on temporary disability leave. It is agreed that reimbursement for temporary disability leave of less than one year shall be calculated to ensure 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 N.J.S.A. 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, except as herein provided.

Notwithstanding the foregoing, for employees on worker's compensation temporary disability leave on or after July 1, 2011, during the 11th month of such leave, payment shall be reduced to 95% of take home [net] pay and during the 12th month of such leave, payment shall be reduced to 90% of take home [net] pay. Thereafter, the provisions of N.J.S.A. 34:15-12(a) shall apply. However, if a greater benefit is available to the County's employees not represented for

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purposes of collective negotiations, Bargaining Unit employees shall remain entitled to the greater benefit.

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ARTICLE 13
VACATIONS

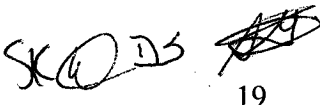
Section 1. Each employee shall be entitled to annual vacation leave, depending upon said employee's years of service with the Employer-Funding Agent as follows:

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

Section 2. Employees will be permitted to select their vacation among officers equal in rank. Selections will be submitted not later than March 1 of each year for that calendar year. Thereafter, scheduling shall be done by the Employer.

Section 3. Seniority by rank shall govern the scheduling of all vacations and days off for employees covered by this Agreement, provided that the Employer reserves the right to assign days off when, in the judgment of the Employer, a special assignment requires assigned days off. Scheduling should not be affected by Correction Officer scheduling.

Section 4. Approved vacation carry over into a succeeding year must be used on or by April 1 of that succeeding year, provided that vacation carry over will be permitted only in extremely rare cases, where an urgent or highly unusual situation necessitates it.





ARTICLE 14
PERSONAL AND SICK LEAVE

Section 1. There shall be three (3) personal days available to each employee. Except where the schedule does not permit, the warden or designee shall allow personal days to be taken on any day. Except under emergency circumstances, all requests for personal days shall be made at least five (5) working days prior to scheduling said personal days off. Under emergency circumstances, in which the need for personal leave could not have been foreseen, an employee may use a personal day without providing such notice provided the employee contacts his or her supervisor at the earliest feasible time to advise of the situation. The employee may thereafter be required, upon request, to provide sufficient documentation of the emergency and may be subject to discipline for abuse of this policy.

Section 2. One personal day may be carried over into the next year where there has been a denial of use of a personal day due to scheduling reasons.

Section 3. Pursuant to the terms and conditions established by County policy, each employee shall be entitled to fifteen (15) sick days per calendar year, accruing at the rate of 1.25 days for every full month of service. These days shall accumulate from year-to-year. Employees shall be required to use available paid sick and/or personal leave concurrently with leave taken pursuant to the federal Family and Medical Leave Act ("FMLA") or state Family Leave Act ("FLA"), consistent with County policy.

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ARTICLE 15
HOLIDAYS

Section 1. Effective January 1, 2006, all employees shall be afforded thirteen (13) alternate holidays per year, two (2) of which may be utilized at their discretion as emergency/personal leave days, but such emergency/personal leave days shall not be counted as hours worked for overtime purposes.

Section 2. The scheduling of alternate holidays shall be governed by seniority, subject to scheduling availability.

Section 3. If the County grants more than thirteen (13) total paid holidays to its non-represented employees during a calendar year, then Bargaining Unit employees shall be entitled to receive the same number of additional alternate holidays for that year.

Section 4. Scheduling of any compensatory time off shall be governed by seniority in rank or title and shall be subject to the approval of the Warden or designee.



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ARTICLE 16
DEATH IN FAMILY

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

Section 2. The Employer agrees to grant up to three (3) days bereavement leave to an employee due to the death of a member of the employee's immediate family. As used herein, "immediate family" means parent-in-law, grandparent of the employee or spouse (or civil union or domestic partner), sister, brother, step-sister, step-brother, grandchild, or foster child.

Section 3. The days provided under this Article shall not be considered sick leave. With the approval of the Warden or a designee, an employee may use any other available paid leave if more time off is needed due to the death of a family member listed above.

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ARTICLE 17
WEAPONS QUALIFICATION AND TRAINING

Section 1. The Employer shall continue to provide a firearms range qualification program for all employees as mandated by State law, regulation, policy, or guideline.

Section 2. In the event that the Employer assigns training programs for employees in accordance with State regulations and guidelines, participation in such training program shall be compensated pursuant to the overtime provisions contained herein, provided such training is required during an employee's non-scheduled duty time.



Section 3. Participation in assigned training programs over and above regular working hours shall be compensated at the overtime rate. Participation in voluntary training programs shall not be considered a part of the workday and shall not be compensated.

Section 4. The Sheriff agrees to provide newly appointed sergeants with forty hours of departmental training, of which at least sixteen hours will be classroom instruction. This training is to be completed prior to a newly appointed sergeant assuming a supervisory post. The Sheriff also agrees to provide newly appointed lieutenants with twenty hours of departmental training, of which at least eight hours will be classroom instruction. This training is to be completed prior to a newly appointed lieutenant assuming a supervisory post.

Section 5. The Sheriff shall provide the Association with notice of outside training opportunities within a reasonable time after learning of such outside training opportunities. It is understood and agreed that the Employer reserves the right to select which, if any, individuals may participate in such outside training.

Section 6. The Association will meet quarterly with a suitable person designated by the Sheriff to discuss the issue of the supervisory training curriculum.

Section 7. The Employer and all employees shall be in compliance with all applicable laws and guidelines relating to training requirements and firearms, including those relating to the carrying of firearms on and off duty.

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ARTICLE 18
ASSOCIATION TIME

Section 1. The Association shall be allocated eighty-five (85) days of paid leave per year for attendance at FOP meetings and conventions. Leave pursuant to this provision shall be granted upon written authorization and pursuant to a request submitted by the Association President to the Employer indicating the name or names of the individuals attending and the dates on which their absence will be required.

Section 2. In order to facilitate the scheduling of manpower, advance notice of the use of Association leave time shall be provided and, in the case of scheduled meetings, such advance notice shall be given at least five (5) days prior to the scheduled date of leave.

Section 3. It is understood and agreed that if an Association member attends a disciplinary hearing at the request of the Association, if that attendance is paid, then it shall be counted against the days available under Section 1.

Section 4. The Association President shall be assigned to a Monday-Friday work schedule from 8:00 a.m. to 4:00 p.m.

ARTICLE 19
JOB POSTING

Section 1. It is agreed that all job openings which become available on any shift, and including special assignment openings which are expected to last for more than thirty (30) days, will be posted on the bulletin board for ten (10) days so that unit members may bid on the opening. A copy of job openings will also be forwarded to the Association.



Section 2. A posting shall be offered to the applicant with the most seniority, provided the applicant possesses the requisite qualifications for the position. The Employer shall retain the right to determine the prerequisites for job positions. The prerequisites shall include, but are not limited to, education, job skills and experience, which are to be listed on the job posting.

Section 3. An employee, based on seniority, and where applicable, will be afforded the opportunity to learn any special skills required for any current or future job openings.

A senior employee, having been denied a position which was given to a junior employee of like rank, may request an explanation from the Administration as to the reasons for their denial of the position for which they applied.

Section 4. It is agreed that this Article will not be applicable to the positions of Watch Commander, Unit Commander, Scheduling Sergeant, Training Sergeant, Booking Sergeant, and Safety and Sanitation Sergeant. Any additional exclusion of posts will be negotiated in advance by the Administration and the Association.

Section 5. In no case shall assignment or denial of assignment be used to discriminate against any supervisor or used as punishment.

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ARTICLE 20
PERSONNEL FILES

Section 1. Employees shall have access to their personnel files within four (4) hours notice during regular business hours. Each employee shall be able to obtain a copy of any and all writings and documents in their personnel file contained in the jail, in the Warden's file and payroll file, or any other file which involves or mentions the employee with the exception of classified Internal Affairs files.

Section 2. Any material placed in an employee's County personnel file, which might be reasonably considered as having a potential negative impact, and which is reasonable to assume that the referenced member is unaware of, must be approved by the Deputy Warden or above prior to filing. In such case the Deputy Warden or above shall place the affected employee on notice. The affected employee will be permitted to file a comment relative to the document in question.



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ARTICLE 21
STAFFING

Section 1. Supervisory rolls will remain at 14 lieutenants and 21 sergeants with vacancies to be filled in a reasonable amount of time.

Section 2. A sufficient number of supervisory personnel (i.e. sergeants and lieutenants) shall be assigned to each shift to permit the secure operation of the Monmouth County Correctional Institution and to assure adequate coverage of the facility and to assure adequate coverage for the health and safety of the employees and all other persons within the facility. This is to include all areas of the facility.

Section 3. Involuntary shift changes will require fourteen (14) days written notice to the affected employee, other than in the case of emergent circumstances. In no case will involuntary shift assignment be utilized for the purpose of disciplinary action. Twice each calendar year, during the months of January and July, the Association will present in writing to the Warden seniority based bids for shift reassignment. The Warden, or a designee, will make a good faith effort to honor these bid requests; however, the Warden retains the right to deny individual bid requests in keeping with legitimate professional judgment and organizational effectiveness. It is understood that the provisions of this section do not apply to the positions of Watch Commander, Unit Commander, or Special Assignment Sergeants. Any additional exclusions will be negotiated between the Association and the Employer.

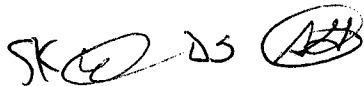
SK  DS 

ARTICLE 22
HANDBOOK AND WORK RULES

Section 1. The Employer may establish reasonable and necessary rules of work and conduct for employees. Such rules will be equitably applied and enforced.

Section 2. The Employer has developed an employee rule book setting forth work rules, regulations and discipline procedures. Each employee shall be provided with a copy of the rule book.

Section 3. Any proposed new rule, regulation, policy or procedure, or any change in rules, regulations, policies, or procedures, which directly affect the terms and conditions of employment, new construction or changes in operations shall be discussed with the Association.

Handwritten signatures and initials, including "SK" and "AS" in circles.

ARTICLE 23
REPLACEMENT

Section 1. No full time employee in a safety sensitive position or in a position requiring unique training and experience as a Supervising County Correction Officer shall be replaced by an individual outside of the bargaining unit.

Section 2. No post currently filled by a full time employee in a safety sensitive position or in a position requiring unique training and experience as a Supervising County Correction Officer shall be replaced by an individual outside of the bargaining unit.

SKC DS [Signature]

ARTICLE 24
CEREMONIAL ACTIVITIES

Section 1. In the event of a death of a law enforcement officer in another department, the Employer will permit at least two (2) uniformed employees to be detailed to participate in funeral services for the deceased officer, to be selected by the Association President.

Section 2. The detail will be provided with a Sheriff's vehicle to be utilized for participation in the funeral service, if available.

SK DS (AV)

ARTICLE 25
DISCIPLINE

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

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

Section 3. The Association shall be provided with the same notice at the same time as the employee.

Section 4. If an employee is interviewed in a disciplinary matter in which he or she reasonably believes will result in discipline to the employee, that employee shall be entitled to have the assistance of an Association representative, if requested. An employee shall have the right of representation at any disciplinary hearing.

Section 5. An employee's prior disciplinary record, other than major offenses, shall not be considered in imposing disciplinary penalties for subsequent offenses if the employee's record has been free of disciplinary offenses for over one calendar year prior to the subsequent infraction. For purposes of this section, a major offense is defined as a non-attendance offense, which results in a penalty of suspension or greater.

Effective January 1, 2003, and for infractions occurring thereafter, an employee who maintains a disciplinary-free record of attendance-related matters for a period of twelve (12) consecutive months (based on the date of the final notice of disciplinary action) will revert to two previous levels of discipline on the current progressive disciplinary guidelines for attendance-related infractions and will continue to revert to previous levels of discipline for each additional year the member goes free from discipline. Example: 1 year free from discipline the member

SK @ DS RD



goes back two steps on the guideline; 2 years free, the member goes back one additional step, and so on.

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

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


Section 7. All disciplinary actions shall comply with federal and state law, applicable guidelines promulgated by the Office of the New Jersey Attorney General and any applicable court rulings.

Section 8. Any minor discipline, defined as a suspension of five days or less, but not a notice of counseling or a verbal or written reprimand, may be appealed using the contractual grievance procedure, including a request for binding arbitration. Any major discipline may be appealed pursuant to the procedures established by the New Jersey Civil Service Commission.

SK  DS 

ARTICLE 26
NO WAIVER

Section 1. Except as otherwise provided in this Agreement the failure to enforce any provision of this Agreement or exercise one's rights pursuant thereto shall not be deemed a waiver thereof. This Agreement is not intended and shall not be construed as a waiver of any right or benefit to which the employees herein are entitled.

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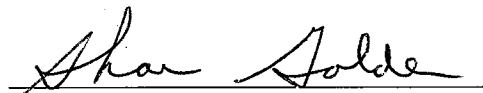
ARTICLE 27
TERMS AND EXTENT OF AGREEMENT

This Agreement shall be effective January 1, 2010 and shall continue in full force until December 31, 2013, or until a new Agreement is executed.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures this 29th day of September 2011.

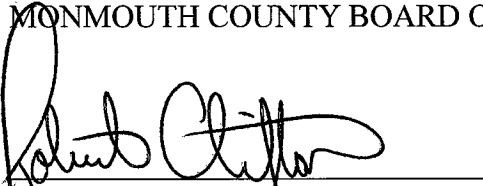
MONMOUTH COUNTY SHERIFF

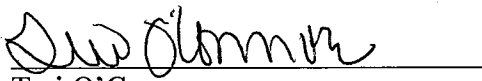
FOP LODGE NO. 30


Shaun Golden, Sheriff



MONMOUTH COUNTY BOARD OF CHOSEN FREEHOLDERS


Robert Clifton,
Freeholder Director


Teri O'Connor,
County Administrator



SK 

APPENDIX A

APPLICABLE TO MEMBERS OF THE BARGAINING UNIT PRIOR TO JULY 1, 2011

SERGEANTS: Existing('09)		2010	2011	2012	2013
Step 1	100,000	100,000	100,000		
Step 2	106,348	106,348	106,348	106,348	
Step 3	112,768	112,768	112,768	112,768	112,768
Step 4	119,152	119,152	119,152	119,152	119,152
Step 5		121,535	121,535	121,535	121,535
Step 6			123,966	123,966	123,966
Step 7				126,445	128,974
LTS: Existing('09)		2010	2011	2012	2013
	123,787	126,263	128,788	131,364	133,991

Step movements for sergeants shall be implemented on January 1st of each year.

SK  DS 

APPENDIX B
APPLICABLE TO MEMBERS JOINING THE BARGAINING UNIT ON OR AFTER
JULY 1, 2011

<u>SERGEANTS:</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>
Step 1	100,000	100,000	103,000
Step 2	103,800	103,800	106,800
Step 3	107,600	107,600	110,600
Step 4	111,400	111,400	114,400
Step 5	115,200	115,200	118,200
Step 6	119,152	119,152	122,152
<u>LIEUTENANTS:</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>
	128,788	131,364	133,991

Step movements for sergeants shall be implemented on January 1st of each year, except than an employee at Step 1 of the salary guide shall not be entitled to move to Step 2 unless and until he or she has served at the rank of sergeant for at least six (6) months, in which case the employee will move to Step 2 on the first January 1st thereafter.

