

AGREEMENT

BETWEEN

MONMOUTH COUNTY SHERIFF AND MONMOUTH COUNTY

BOARD OF CHOSEN FREEHOLDERS

AND

MONMOUTH COUNTY SHERIFF'S OFFICERS

PBA LOCAL 314

JANUARY 1, 2005 THROUGH DECEMBER 31, 2008

**METS SCHIRO & MCGOVERN, LLP
P.O. BOX 668
WOODBIDGE, NJ 07095
732-636-0040
ATTORNEYS FOR PBA LOCAL 314**

**SCARINCI & HOLLENBECK, LLC
P.O. Box 790
LYNDHURST, NJ 07071
201-896-4100
ATTORNEYS FOR THE COUNTY OF MONMOUTH
MONMOUTH COUNTY SHERIFF**

TABLE OF CONTENTS

ARTICLE	TITLE	PAGE
	PREAMBLE	1
1	RECOGNITION	1
2	UNION SECURITY	1
3	ASSOCIATION RIGHTS	3
4	MANAGEMENT RIGHTS	4
5	STRIKE AND LOCKOUTS	5
6	HANDBOOK AND WORKRULES	5
7	DISCIPLINE	6
8	GRIEVANCE PROCEDURE	7
9	SALARY	8
10	UNIFORM AND MAINTENCE ALLOWANCE	9
11	COLLEGE INCENTIVE	9
12	LONGEVITY	10
13	WORK SCHEDULES	10
14	OVERTIME, CALL-IN AND COURTTIME	11
15	INSURANCE	15
16	VACATIONS	16
17	PERSONAL, SICK AND MATERNITY LEAVE	17
18	HOLIDAYS	18
19	DEATH IN FAMILY	19
20	PROBATIONARY PERIOD	19
21	TRANSPORTATION	21
22	CEREMONIAL ACTIVITIES	21
23	MILITARY LEAVE	22
24	PRESERVATION OF UNIT WORK	22
25	LATERAL TRANSFERS	22
26	MAINTENANCE OF STANDARDS AND SAVINGS	23
27	TERM AND EXTENT OF AGREEMENT	24
	APPENDIX A - SALARY GUIDE	25

PREAMBLE

This Agreement, effective as of the first day of January 1, 2005, 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.

ARTICLE 1

RECOGNITION

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

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 of the exact amount of such regular membership dues to be deducted.

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

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

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

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

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

Section 7. Except as otherwise provided in this Article, the mechanics for the deduction

of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

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

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

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

ARTICLE 3

ASSOCIATION RIGHTS

Section 1. The PBA shall be allocated seventy-five (75) days of paid leave per year for

attendance at PBA meetings and conventions and New Jersey law enforcement funerals. 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. In the terminal year of this contract, ten (10) additional days will be made available for the purposes of negotiations.

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

Section 5. The Sheriff/Designee shall grant the PBA Delegate requested leave for attendance at State or County meetings provided they are requested at least five (5) working days in advance; emergencies excepted. These days off shall not increase the total PBA day amount set forth in Section 1 above and shall be counted against said days set forth in Section 1 above.

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.

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 intentional 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.

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.

Section 3. The Employer shall provide a copy of all rules and regulations, County Handbooks, Personnel Manuals and policies to the Association.

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 P.B.A. Local 314 representative prior to the commencement of said interview or

interrogation.

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.

ARTICLE 9

SALARY

Section 1. The wage agreement and step reduction agreement shall be as set forth on

Appendix A.

Section 2. Commencing January 1, 2005, the effective date for all employee step movements on the salary guide in Appendix A shall be January 1 of each year.

ARTICLE 10

UNIFORM AND MAINTENANCE ALLOWANCE

Section 1. New officers shall receive a full compliment of necessary clothing to satisfy Police Academy training requirements as set forth by the Employer's rules and regulations.

Section 2. Any item of clothing damaged in the line of duty shall be replaced at no cost to the Employee, payable on the last pay period of the year.

Section 3. At all times, Employees shall bear the responsibility of maintaining a full compliment of uniforms and other required clothing.

Section 4. If the Employer requires new uniforms in whole or part for any employees, the Employer shall bear the full cost of same.

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 \$50.00 per year per college credit that is obtained by any Officer while employed by the Sheriff or the County. The credit must be from an approved 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. Training paid for by the County shall not qualify for this college incentive payment. This final sentence shall not be retroactively applied to employees already receiving such college incentive

payments.

Section 2. A committee consisting of representatives of the Sheriff's Office and the Association, 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.

ARTICLE 12

LONGEVITY PAY

Section 1. If during the term of this Agreement, the Board of Chosen Freeholders grants longevity pay benefits to any bargaining unit which it has direct and final authority as the employer, the parties shall reopen negotiations on the issue of longevity.

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, workdays, 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.

Section 4. Officers who are assigned to a schedule that is other than Monday through Friday, shall select their days off by seniority unless the skills and qualifications required for

certain assignments by the Sheriff or his/her designees prevent such selection.

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. Sick time shall not be counted as hours worked for overtime purposes.

Overtime work shall be compensated at the rate of one and one half (1 ½) 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 to work shall be compensated as follows:

1 st hour	hour worked at 1 ½
More than 1	2 hours at 1 ½
More than 2	4 hours at 1 ½
More than 4	4 hours plus additional hours worked at 1 ½

The Employer shall endeavor to provide the Employee with five days notice prior to any scheduled permanent 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 2005 and \$10.00 effective January 1, 2006 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 paid compensatory time (Officer's choice) at time and one half, when called in or back to duty during time off, to make a pickup.

A "pickup" 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 pickup 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 pickup and receives a second pickup 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 the 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

his/her regular duty assignment will be compensated for four (4) hours at the overtime rate, if requested to report more than two hours before the scheduled start of his/her regular assignment. If requested to report two hours or less prior to his/her regular duty assignment, the Officer will be compensated at overtime rates for the hours worked.

Officers required to perform duties as a continuation of the 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 (or 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 a Sheriff s Officer is assigned to additional assignments during off-duty hours by a Sheriffs Officer supervisor and it is necessary for a patrol vehicle to be used by the Officer, the Officer shall receive pay (or compensatory time) at overtime rates from the time the patrol vehicle is picked up by the Officer at the courthouse, Veterans Memorial Building or ID/Transportation Unit, 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, 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 office vehicle, the Officer will not be compensated by the Sheriff's Office for his/her travel time to or from the assignment or to pick up and 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 when an office vehicle is unavailable, they shall receive 1 ½ hours of additional compensation for such 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: Undersheriff, Chief Warrant Officer, Captain, Lieutenant or Sergeant.

Each assignment in the Law Enforcement Division, excluding 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 he/she takes or directs 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 the most qualified of the detail is in charge and such Officer shall serve without additional compensation from the County.

Section 12. Each Officer shall have the option to cash-in accrued compensatory time twice annually (First week of June and first week of November) to a maximum of 120 hours per year. To be eligible, the Officer shall provide the Sheriff with 60 days' notice of June 1 and November 1 of his/her intent to cash-in compensatory time. Payments shall be made in the first pay period of July for the June cash-in and the first pay period in December for the November cash-in at the rate of pay in effect at the time of cash-in.

ARTICLE 15

INSURANCE

Section 1. It is agreed that the County will provide a medical Point of Service (POS) insurance plan. Whereas it is the County's intention to encourage Employee in such POS program, Employee participation in said plan shall be at no premium cost to the Employee with all premiums being borne by the County.

Section 2. The County shall continue to maintain a traditional indemnity medical insurance program, as is currently provided on a self-insured basis. However, any Employee

opting to participate in such program shall be responsible for a portion of the premium costs and made through automatic payroll deductions.

Section 3. The provisions of Board resolution # 94-267 shall continue to apply and the traditional indemnity medical insurance program shall not be offered to Employees hired on July 1, 1994 or thereafter.

Section 4. Bargaining unit members, and those Employees receiving benefits under the County temporary disability program, shall be provided with the prescription insurance plan established by the County with a \$3.00 co-pay for prescription drugs and a \$1.00 co-pay for those who use generic drugs. It is understood that the co-pay mentioned herein may be changed no sooner than January 1, 2004, but it is agreed that the change shall not exceed \$15 for prescription drugs and \$10 for generic drugs.

Section 5. The statutory compensation provided in N.J.S.A. 34:15-12(a) and applicable law is recognized as controlling the issue of access to payment for Employees on temporary disability leave. 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 at 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.

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 of 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 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.

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	Columbus Day
Lincoln's Birthday	General Election Day
Washington's Birthday	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

Section 2. When a holiday falls during an Employee's vacation or regular day off, that Employee shall be given compensatory time off at the regular rate of pay 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, such Employee shall be paid at the rate of time and one-half.

Section 4. Any other holidays granted generally to County Employees by resolution of the Board of Chosen Freeholders shall also be granted to all persons covered by this Agreement.

Section 5. If a holiday falls on a Saturday or Sunday, it shall be recognized on the preceding Friday or Monday, respectively.

ARTICLE 19

DEATH IN THE 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.

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.

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

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 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.

ARTICLE 21

TRANSPORTATION

Section 1. The parties agree that the Law Enforcement Division of the Sheriff's Office shall perform the following transportation duties:

a. Monmouth County Courthouse (transportation to and from the 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 duties only if no Sheriff's Officer is available on duty to perform such assignment.

Section 3. For safety reasons, at least two (2) Officers shall accompany a prisoner during transport. The decision as to using more than two (2) Officers to accompany a prisoner during a transport shall be made by the appropriate supervisor or OIC.

Section 4. The Sheriff may use Corrections Officers for the transportation duties listed in this Article if no Sheriff's Officer is available on duty to perform the assignment. If overtime is required for such assignment, Sheriff's Officers shall be offered overtime assignments first.

ARTICLE 22

CEREMONIAL ACTIVITIES

Section 1. In the event of a death of a Law Enforcement Officer in another department

within the State of New Jersey, the Employer will permit at least two (2) Sheriff's Officers to be detailed to participate in the funeral services for the deceased Officer.

Section 2. The detail shall include the P.B.A. President and a P.B.A. Delegate or their designee(s) and will be recorded as P.B.A. 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 the availability of such vehicle.

ARTICLE 23

MILITARY LEAVE

Section 1. Any unit Employee who is called to active military service shall be granted a military leave of absence with all attendant rights and benefits set forth in all applicable statutes.

ARTICLE 24

PRESERVATION OF UNIT WORK

Section 1. The County will consult with PBA Local 314 prior to new assignments for uniform law enforcement services on County property, at County facilities and/or at County functions to any County law enforcement personnel. Unless extraordinary circumstances exist, such consultation will take place at least sixty (60) days prior to the assignment of such work.

ARTICLE 25

LATERAL TRANSFERS

Section 1. If the Employer exercises its right under a Department of Personnel Inter-

Governmental Transfer procedure or other procedure authorized by law to hire an Officer with prior experience (including but not limited to the Inter-Governmental Transfer Program), the following shall apply:

Such transferring Officer shall not receive credit and shall be considered a new hire for seniority vacation selection, overtime selection, and seniority based bidding assignments.

ARTICLE 26

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. The parties will immediately commence negotiations to attempt to replace the offending provision.

ARTICLE 27

TERM AND EXTENT OF AGREEMENT

This Agreement shall be effective January 1, 2005 and shall continue in full force until December 31, 2008 or until a new Agreement is executed.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures
this day of 200__.

MONMOUTH COUNTY SHERIFF:

JOSEPH W. OXLEY

MONMOUTH COUNTY BOARD OF CHOSEN FREEHOLDERS:

WILLIAM BARHAM

MONMOUTH COUNTY SHERIFF'S OFFICERS PBA LOCAL 314

by: KURT KROEPER, PRESIDENT

APPENDIX A - SALARY GUIDE
Attachment 'A'

2004	2005	2006	2007	2008
	3.75%	3.75%	3.75%	3.75%
28,000	30,600	32,740	33,968	35,242
35,050	36,825	39,400	40,878	42,410
40,500	43,050	46,060	47,787	49,579
42,700	49,275	52,725	54,702	56,753
46,000	55,500	59,380	61,607	63,918
52,000	61,725	66,041	68,517	71,087
56,600	67,950	72,701	75,427	78,256
70,000	74,180	79,367	82,343	85,431

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