

Contract no. 916

F  
12/12/91

**AGREEMENT**  
**AMONG**  
**COUNTY OF OCEAN**  
**AND**  
**OCEAN COUNTY SHERIFF**  
**AND**  
**PBA LOCAL #241 REPRESENTING OCEAN COUNTY COURT ATTENDANTS**

April 1, 1992 - March 31, 1995

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## AGREEMENT

THIS AGREEMENT, made this 18th day of August, 1992 between the County of Ocean and Ocean County Sheriff, public employers with offices in Toms River, New Jersey, hereinafter referred to as "The Employer", and the PBA Local #241, representing Ocean County Court Attendants, such organization having been certified by the Public Employment Relations Commission as an appropriate bargaining unit, hereinafter referred to as "Association". Wherever the term "Court Attendant" or "Employee" is used in this Agreement, both designations shall be interchangeable and have the same meaning and effect. The Sheriff, County of Ocean and Assignment Judge are mentioned in this Agreement in the following context - Sheriff in matters dealing with operational control of the unit; County of Ocean, matters pertaining to policies and fringe benefits administered by the County; and Assignment Judge in matters of possible conflict with Civil Service Rules, Court Rules and Statutes.

NOW, THEREFORE, the Employers and Employees mutually agree as follows:

### ARTICLE I

#### PURPOSE

The purpose of this Agreement is to set forth herein all terms and conditions of employment to be observed between the parties hereto.

### ARTICLE II

#### RECOGNITION OF ASSOCIATION

The Sheriff recognizes the Policemen's Benevolent Association, Local #241, as the exclusive representative of the Court Attendants as set forth in the certification of the Public Employment Relations Commission. Said Association is permitted to negotiate with the Sheriff for the purposes provided for under Chapter 35-1984, with respect to salary, hours, and those terms and conditions of employment permitted by said statute. Said Association shall serve as the exclusive representative for the purpose of collective negotiations as aforesaid, for all of its members during the terms of this Agreement, unless changed pursuant to the terms of Chapter 35-1984.

### ARTICLE III

#### MANAGEMENT RIGHTS

A. The Employer reserves unto himself and his agents full jurisdiction over matters of policy, work rules and regulations, and retains the right, subject only to the specific limitations imposed by language of this Agreement, in accordance with applicable laws and regulations.

1. To direct employees of the Department.
2. To hire, promote, transfer, assign, and retain employees in positions in the Department and for just cause, to suspend, to demote, to discharge or to take other disciplinary action against employees.
3. To relieve employees from duties because of lack of work or for other legitimate reasons.
4. To maintain the efficiency of the operations of said Department.
5. To determine the methods, means and personnel by which such operations are to be conducted.
6. To take whatever actions may be necessary to carry out the mission of said Department.

B. The Employer hereby retains and reserves unto itself without limitations, all powers, rights, authority, duties and responsibilities conferred upon it and vested in it by the laws and Constitution of the State of New Jersey and the United States; except as may be specifically modified by this Agreement.

C. All of the terms and conditions of employment not specifically set forth herein or not specifically covered by existing statutes, are hereby reserved by the Employer and its management prerogatives and rights.

#### ARTICLE IV

##### UNIFORM ALLOWANCE

Each uniformed Court Attendant shall receive the sum of four hundred and fifty dollars (\$450.00) per contract year to purchase his/her own uniform. The Sheriff will either furnish or reimburse a new officer for the purchase of his/her uniform. Said monies will be disbursed on or about April 1 of each contract year. Uniform specifications such as weight and color will be determined by the Sheriff.

For each uniformed Court Attendant, the Sheriff shall pay the sum of four hundred and fifty dollars (\$450.00) per contract year for the care and maintenance of uniforms. Said monies will be disbursed in the sum of two hundred and twenty-five dollars (\$225.00) on or about June 1st and two hundred and twenty-five dollars (\$225.00) on or before December 1st of each contract year.

## ARTICLE V

### PERSONAL LEAVE

Each employee shall be eligible for three (3) days Personal Leave which may be used for personal business with the permission of the Supervisor in charge. Personal Leave shall not be accumulated and may not be utilized as compensable days for the purpose of computation of overtime.

## ARTICLE VI

### SICK LEAVE

Sick leave shall accumulate at the rate of one and one-quarter (1 1/4) days per month credited in hours in the first year of service, commencing on the first month or major portion thereof, from date of hire. It is assumed that the employee shall remain in the service of the County for the remainder of the calendar year, and the total number of sick days, pro-rated, shall be credited to the employee in hours. If separation occurs before the end of the year, and more sick leave has been taken than appropriated, on a pro-rated basis, the per diem rate of pay for the excess days shall be deducted from the final pay. Sick leave shall accumulate from year to year with an additional fifteen (15) days credited in hours to the employee at the beginning of each successive calendar year. Days lost due to injury or illness arising out of or caused by County employment for which the employee has a claim for Worker's Compensation, shall not be charged to sick leave. Paid holidays occurring during a period of sick leave shall not be charged to sick leave.

Employees in the bargaining unit are also eligible for coverage under the County's reimbursement for unused sick days at retirement policy. This policy provides for reimbursement for unused sick days at retirement on the basis of one-half (1/2) pay for earned and unused sick leave hours to a maximum of \$12,000. Employees are responsible for following all of the conditions and controls of this policy and all pertinent forms must be submitted to the Department of Employee Relations at least sixty (60) days prior to the date retirement commences. Employees have a choice of selecting either a lump sum payment or payments spread over a three (3) year period.

All other proper and authorized leaves as provided in the rules of the New Jersey Department of Personnel shall be recognized and constitute a part of this Agreement.

## ARTICLE VII

### HOSPITAL, SURGICAL AND MAJOR MEDICAL BENEFITS

All employees covered by this Agreement shall be permitted to enroll in a County paid health plan after the first month following (3) months of employment.

The eligible employee may select traditional hospitalization, medical/surgical, with Major Medical insurance. There shall not be a change in this existing plan except in the case of a new plan that is equivalent or better.

In the alternative, employees may opt for coverage under any existing HMO with supplemental coverage or other such HMO plans as may be made available by the County subject to all rules, regulations, limitations or restrictions which apply to those plans.

Should the County choose to provide coverage through participation in the New Jersey Health Benefits Plan, the Union recognizes that coverage as "equivalent or better".

The eligible employee may change his/her coverage from traditional hospitalization, medical/surgical, with Major Medical insurance to any existing HMO, or vice versa, only during an announced open enrollment each year after having enrolled in the former plan for a minimum of one (1) full year.

Regardless of their selection employees are specifically ineligible for any deductible reimbursement.

When a member of this bargaining unit is granted the privilege of a leave of absence without pay for illness, health coverage under articles providing for hospital, surgical and major medical, family dental plan, and family prescription plan, will continue at County expense for the balance of the month in which the leave is granted plus up to an additional three (3) months. After that time has lapsed, if necessary, coverage for an additional period of eighteen (18) months may be purchased by an employee under the COBRA Plan.

In the case of consecutive leaves of absence without pay, it is understood and agreed that the responsibility of the County to pay for benefits remains limited to the original period of up to four (4) months.

## ARTICLE VIII

### FAMILY PRESCRIPTION PLAN

Effective January 1, 1988, employees covered by this contract, after the first of the month following three (3) full months of employment, shall also be eligible for a Family Prescription Plan contracted for with Blue Cross/Blue Shield or other suitable provider. Coverage will be for the employee, spouse, and children to age 23 and will include oral contraceptives. Employees will be responsible for a \$2.00 co-pay per prescription.

Effective January 1, 1993 members of this bargaining unit, after the first of the month following three (3) full months of employment shall also be eligible for a comprehensive Family Prescription Plan. Coverage for legend prescription drugs will be provided for the employee, spouse and children to age 23 and will



include contraceptives. Employees will be responsible for a \$3.00 co-payment for generic equivalent drugs and a \$6.00 co-payment for all brand name drugs (regardless of the availability of a generic substitute) per prescription.

ARTICLE IX

FAMILY DENTAL PLAN

Employees covered by this Agreement, after the first of the month following three (3) full months of employment, shall be eligible for a Family Dental Plan contracted for with Blue Cross/Blue Shield or other suitable dental care provider.

The Family Dental Plan will be made available to eligible employees, spouses, and children to age 19 and will be experience-rated. The maximum total cost for services per patient per benefit year is limited to \$1,000. There will be a \$25.00 deductible per patient per benefit year, to be paid by the employee, for up to the first three members of each family. However, this deductible is not applicable to preventive and diagnostic services as described below.

The County of Ocean will be financially responsible for the percentages of cost indicated next to each class of dental care service:

Preventive and diagnostic (x-rays, cleaning, check-up, etc.).....	100%
Treatment & therapy (Fillings).....	80%
Prosthodontics, periodontics, inlays, caps and crowns, oral surgery (ambulatory).....	50%
Orthodontics (limited to \$800. per patient over a 5 year period).....	50%

ARTICLE X

VISION CARE

Vision care benefits will be afforded to all members of the bargaining unit in accordance with the provisions set forth in the "Guidelines for Ocean County Vision Service Plan".

ARTICLE XI

EXTENDED HEALTH BENEFITS

A. The Employer agrees to provide a traditional type of hospitalization plan, including Major Medical coverage or such other

medical plan as may hereafter be substituted in accordance with the terms of this Agreement, for members of this bargaining unit who take a P.E.R.S. retirement after twenty-five (25) or more years of service, at least twenty (20) years of which was with the County of Ocean. Coverage will continue through the balance of the calendar year during which the P.E.R.S. retirement becomes effective and for up to four (4) full calendar years thereafter, or until the retiree reaches the age of sixty-five (65) years, whichever first occurs. For example, if an eligible employee retires in April, 1992, extended coverage will continue through December 31, 1996.

B. The type of coverage in place at the time of retirement may not be upgraded. For example, an eligible employee who enjoys "Parent and Child(ren)" type coverage at the time of retirement may not subsequently have that coverage changed to "Family" coverage. Further, the Union agrees that the Department of Employee Relations will be notified of any changes in individual circumstances which may permit a reduced level of coverage.

C. All other employee benefits with the exception of those specifically described above shall terminate upon retirement in accordance with the customary practices.

D. In addition to the extended health benefits described in Paragraph A above, eligible retiring employees may opt to exchange earned sick leave for a period of extended health benefits in excess of the period set forth in Paragraph A above. Coverage for this additional period of time will also be restricted to Blue Cross/Blue Shield with Major Medical coverage. The eligible employee may exchange earned sick leave for extended health benefits, at the Employer's expense, in accordance with the following formula:

1. Single coverage - 12 hours per additional month
2. Parent/Child coverage - 20 hours per additional month
3. Family coverage - 24 hours per additional month.

A declaration to exchange earned sick time for extended health benefits and the length of additional time of coverage shall be indicated in writing at the time the employee applies for retirement through the Department of Employee Relations and shall be irrevocable.

After this transaction has been completed, the employee may then apply to be reimbursed for remaining earned sick leave, if any, in accordance with the current provisions of this contract.

Additional terms and conditions of this benefit include the following:

1. This provision applies only to eligible employees of this bargaining unit who retire from the County of Ocean on or after August 18, 1992.

2. The Employer's obligation under this clause shall conclude when the agreed up period of extended medical benefits has elapsed. Under no circumstances shall that period extend beyond the time that the retiree has reached the age of sixty-five (65) years.

3. In the event that a retiree dies prior to the date when the coverage is due to elapse, coverage will continue for eligible dependents until such time as the coverage would have ended had the retiree not died.

4. In the event that there is a change in health care providers, the retiree must accept the coverage then available to active employees.

5. The Department of Employee Relations must be notified of any change in individual circumstances which may permit a reduced level of coverage.

## ARTICLE XII

### VACATION LEAVE

Vacation Leave will be granted to each full-time employee, in hours, on the following basis:

A. For an employee with no more than twelve (12) months of service - one (1) day for each calendar month employed.

B. For an employee who has served twelve (12) months and one (1) day up to a total of forty-eight (48) calendar months - twelve (12) working days.

C. For an employee who has served forty-eight (48) calendar months plus one (1) day up to one hundred and thirty-two (132) calendar months - fifteen (15) working days.

D. For an employee who has served one hundred and thirty-two (132) calendar months plus one (1) day up to two hundred and twenty-eight (228) calendar months plus one (1) day - twenty (20) working days.

E. For an employee who has served two hundred and twenty-eight (228) calendar months plus one (1) day - twenty-five (25) working days.

Vacation time must be earned before it is used. Each employee will be informed of his/her vacation time through utilization of the County's computer system. Any employee leaving the service of the County shall have unused vacation time paid to him/her; this shall be on a pro-rated basis. Unearned vacation time used will be deducted from the employee's last pay along with any other unearned time that the employee has utilized, if separation of service occurs.

Early dismissal upon the conclusion of Court on any particular day will not be logged as vacation time.

### ARTICLE XIII

#### ATTENDANCE AT ASSOCIATION MEETINGS

It is intended that no more than one (1) delegate may attend the Policemen's Benevolent Association meeting during their normal work shift and further, there shall not be more than two (2) days of such meetings in any given month. If possible, Association meetings should be scheduled for those delegates during their off-duty hours. The Superior Officer in charge shall be notified when the delegate leaves the courtroom area.

### ARTICLE XIV

#### COLLEGE CREDIT

The Employer agrees to pay each employee covered by this, in addition to his annual salary, an educational incentive, payable annually on July 1 of each year on the following basis:

- A. For the Associate of Arts Degree or sixty-two (62) college credits, three hundred and fifty dollars (\$350.00).
- B. For a Bachelor's Degree or one hundred twenty-four (124) college credits, six hundred dollars (\$600.00).
- C. For an M.A. degree, eight hundred dollars (\$800.00).

Successful completion of the degree shall be evidenced by submission of any of the following documents:

- A. Copy of the actual degree.
- B. Copy of the employee's transcript, indicating that a degree has been awarded, accompanied by a letter from the institution certifying the awarding of the degree.
- C. Any certified institutional document that evidences the awarding of the degree.

The Court Attendant must notify the Sheriff within sixty (60) days of the attainment and awarding of the degree. If the employee fails to notify the Sheriff within sixty (60) days of receiving the degree, then the employee will not receive the benefit added to his or her salary until sixty (60) days after the employee actually notifies the Sheriff of the receipt of the degree.

### ARTICLE XV

#### NO-STRIKE CLAUSE

During the period of time of this Agreement and notwithstanding any change in existing law, the Association and its employees shall not have the right to engage in any slow-down, work stoppage, strike or similar type of activity. The sole method for

resolving any disagreement concerning this Agreement or other elements of the employment relationship shall be covered by the procedure contained in this Agreement.

## ARTICLE XVI

### GRIEVANCE PROCEDURE

A grievance is an allegation that a specific provision of this Agreement has been violated.

STEP 1 - The Association shall present the employee's grievance or dispute to the employee's immediate supervisor in charge within ten (10) working days after the employee becomes aware of the event. The Superior Officer shall attempt to adjust the matter and shall respond to the employee within five (5) working days.

STEP 2 - If the grievance has not been settled, it shall be presented in writing by the Association representative to the Undersheriff within five (5) working days after the Supervisor's response is due. The Undersheriff shall respond to the Association's representative in writing within ten (10) working days. A copy of the grievance filed with the Undersheriff shall be forwarded to the Employee Relations Director if the grievance relates to County policy. If the grievance still remains unadjusted or unanswered by the Undersheriff it shall be presented by the Association representative to the Sheriff in writing within seven (7) working days after the response of the Undersheriff is received.

STEP 3 - If no settlement of a grievance has been reached between the Association and the Employer within twenty (20) working days either one or both may move the grievance to arbitration.

STEP 4 - Within ten (10) days, if the aggrieved party is not satisfied with the disposition of his grievance at Step 3, he may request in writing that the Association submit his grievance to arbitration. If the Association determines that the grievance is meritorious, it may submit the grievance to arbitration within twenty (20) days after receipt of a request by the aggrieved person.

Within ten (10) working days after such written notice of submission to arbitration, the Sheriff and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to PERC by either party. The parties shall then be bound by the rules and procedures of PERC.

The arbitrator's decision shall be in writing and shall be submitted to the Sheriff and the Association and shall be final and binding on the parties.

In the event that arbitrability of a grievance is at issue between the parties jurisdiction to resolve the issue shall rest

solely with the arbitrator selected in accordance with the provision of this Article.

The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel subsistence expenses and the cost of the hearing room shall be borne equally by the Sheriff and the Association. Any other expenses incurred shall be paid by the party incurring same.

Time limits expressed above may be extended with mutual consent of both parties.

#### ARTICLE XVII

##### ADHERENCE TO CIVIL SERVICE RULES

The employer and the Association understand and agree that all rules promulgated by the New Jersey Department of Civil Service concerning any matter whatever, not specifically covered in this Agreement, shall be binding upon both.

The Assignment Judge reserves the right to question the jurisdiction of Civil Service when in an apparent conflict with Court Rules and Statutes.

#### ARTICLE XVIII

##### OVERTIME

A. All employees shall be expected to complete their work in the time allotted for the normal working day. Any employee scheduled to work beyond their regularly scheduled work day shall be paid at the rate of time and one-half (1 1/2x) in pay after forty (40) hours of work have been completed.

B. Overtime shall be compensated for at the following rates for each hour actually worked in an overtime status:

1. Time and one-half (1 1/2x) for each hour in excess of forty (40) hours per week;
2. Employees scheduled to work on Saturdays shall receive time and one-half (1 1/2x);
3. Employees scheduled to work on Sunday shall be paid time and one-half (1 1/2x);
4. Employees required to work on paid holidays will be paid time and one-half (1 1/2x) plus holiday pay;
5. Court Attendants called in to work for emergencies shall be entitled to three (3) hours minimum overtime pay.

C. Court Attendants shall earn compensatory time for hours they are required to work in excess of sixty-five (65), though less than eighty (80) hours, during any given two-week payroll period. Compensatory time may be utilized by Court Attendants subject to approval of the Sheriff and/or his designee. Court Attendants will be considered on duty while attending deliberating juries.

D. Sick days due to disabling injury, legal holidays and vacation days constitute compensable days for the purposes of computing overtime. All overtime must be authorized by the Sheriff or his designee.

#### ARTICLE XVIX

##### BEREAVEMENT PROVISION

All employees shall have up to three (3) days leave in the event of the death of a spouse, common-law spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother, brother-in-law, sister, sister-in-law, grandparent, grandchild, aunt or uncle of the employee, or any other member of the immediate household. One (1) day leave will be given to attend the funeral services of a spouse's aunt, uncle, or grandparent.

Such leave will not be taken until the immediate supervisor is notified of the instance of bereavement. The Employer may require proof of loss of a decedent whenever such requirement appears reasonable. Bereavement leave is specifically provided to allow eligible employees time to make necessary arrangements and attend funeral services. Therefore, bereavement leave must include one of the following days:

Date of death

Any day of viewing

Date of interment

Day of religious or memorial service

In no event shall any part of bereavement leave occur more than fifteen (15) days from the date of death. Abuse of the Bereavement Provision shall be cause for disciplinary action.

#### ARTICLE XX

##### RIGHTS AND PRIVILEGES OF THE ASSOCIATION

A. The employer agrees to make available to the Association all public information concerning negotiable matters between the Employer and the Association in order to assist the processing of grievances and complaints. All requests shall be made to the Sheriff.

B. Whenever any representative of the Association or any employee is mutually scheduled by the parties to participate during

working hours in negotiations, grievances processing, conferences or meetings, he shall suffer no loss in pay.

C. The Association has the use of the bulletin boards and mailboxes in the Court Attendance area to contact members of the bargaining unit.

#### ARTICLE XXI

##### PERSONNEL FILES

Employees shall have the right to inspect and review their own individual personnel file after proper request of twenty-four (24) hours notice and during working hours to the Sheriff or the Employee Relations Director. The employer recognizes and agrees to permit this review and examination at any reasonable time. Employees shall have the right to define, explain or object in writing to anything found in his or her personnel file. This writing shall become a part of the employee's personnel file. The employee will receive copies of any written reprimands, performance evaluations, or work commentaries placed in the employee's file. The employee's signature signifying knowledge of these documents may be required at the discretion of the Sheriff or Employee Relations Director.

#### ARTICLE XXII

##### HOURS WORKED

It is understood and agreed that Court Attendants will work under their past policy regarding the number of hours worked per week and the method in which said hours are worked with the following exception; in the event the Judge whom he or she is assigned is not working on a particular day, that Court Attendant will report to the Sheriff if not needed in a court other than the one regularly assigned, or in another judicial capacity such as jury assembly, etc. When working for the Sheriff, Court Attendants will work a forty (40) hour week and be entitled to overtime payments at time and one-half (1 1/2x) in the event overtime is worked.

#### ARTICLE XXIII

##### CHECK-OFF OF DUES

The County agrees to deduct from the earnings of each member of the PBA Association membership dues when said employee has properly authorized such deduction in writing. The Association will indemnify, defend and save harmless the County against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the County, in reliance upon salary deduction authorization cards submitted by the Association to the County. Unless otherwise specified, the deductions enumerated above shall take place on a monthly basis.



ARTICLE XXIV

LONGEVITY

Effective January 1, 1992 Longevity Pay for all classified permanent Court Attendants covered by this Agreement will be based upon the schedule set forth below:

7 years	3.0% of base salary
12 years	4.6% of base salary
17 years	5.7% of base salary
22 years	6.5% of base salary
27 years	7.3% of base salary
32 years	8.0% of base salary

ARTICLE XXV

SEVERABILITY CLAUSE

If any part, clause, portion or Article of this Agreement is subsequently deemed by a Court of competent jurisdiction to be illegal, such clause, portion or Article may be deleted and that the remainder of the Agreement not so affected shall continue in full force and effect absent the affected clause.

ARTICLE XXVI

FULLY BARGAINED CLAUSE

This Agreement contains the entire understanding of the parties. There are no representations, promises or warranties other than those set forth herein. All items were negotiated or dropped during negotiations.

Nothing in this Agreement shall abridge or limit the power of the Sheriff to control hours and working conditions in accordance with the Rules of the Court as promulgated by the Supreme Court.

ARTICLE XXVII

SALARY

A. Salaries of members of the bargaining unit during the contract period are set forth in Appendix A, which is attached hereto and made a part hereof.

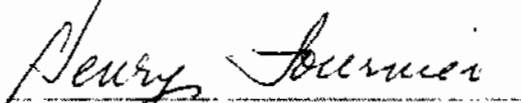
ARTICLE XXVIII

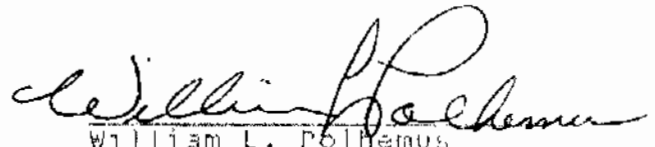
NEGOTIATION OF A SUCCESSOR AGREEMENT

This Agreement shall be effective on April 1, 1992 and shall continue in full force and effect until March 31, 1995 or until the execution of a successor agreement.

IN WITNESS WHEREOF, the Agreement set forth above our signatures below:

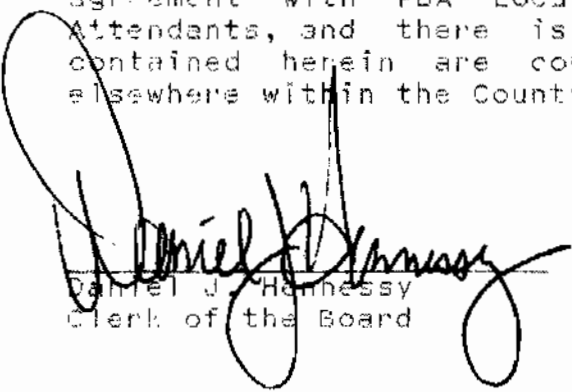
COURT ATTENDANTS ASSOCIATION

  
Henry Bourner

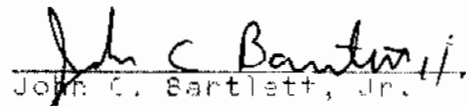
  
William L. Polhemus  
Ocean County Sheriff

\_\_\_\_\_  
Date

At the request of the Ocean County Sheriff, representatives of the Ocean County Board of Chosen Freeholders were actively involved in the discussions leading to this 1992 - 1995 collective bargaining agreement with PBA Local #241, representing Ocean County Court Attendants, and there is agreement that the terms and conditions contained herein are consistent with the pattern of bargaining elsewhere within the County government.

  
Daniel J. Hennessy  
Clerk of the Board

FOR THE COUNTY OF OCEAN

  
John C. Bartlett, Jr.  
Freeholder Director

\_\_\_\_\_  
Date

APPENDIX A

<u>NAME</u>	<u>4/1/92</u>	<u>4/1/93</u>	<u>4/1/94</u>
Henry Fournier	\$28,410.	\$29,615.	\$30,950.
Jean Beam	\$29,190.	\$30,430.	\$31,800.
Thomas Faulkner	\$29,190.	\$30,430.	\$31,800.
Margaret Clarke	\$29,190.	\$30,430.	\$31,800.
James McCosker	\$29,190.	\$30,430.	\$31,900.

