

THIS DOES NOT
CIRCULATE

A G R E E M E N T

Between:

MONMOUTH COUNTY

and:

MONMOUTH COUNTY COURT HOUSE
ATTENDENTS ASSOCIATION, INC.

January 1, 1979 through December 31, 1980

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ARTICLE 1

PREAMBLE

This Agreement made this 24th day of April, 1979, by and between the County of Monmouth by its authorized officials, hereinafter referred to as the "Employer" and the Monmouth County Court House Attendants Association, Inc., hereinafter called the "Association", has as its purpose the promotion of harmonious relations between Employer and the Association, the establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE 2

RECOGNITION OF ASSOCIATION

The Employer recognizes the Association as the sole representative of the employees in the following job classification for the purpose of discussing proposals covering wages, hours of work and other terms and conditions of employment:

INCLUDED:

All of the Court Attendants employed by the office of the Sheriff of Monmouth County.

EXCLUDED:

All other employees in the office of the Sheriff of Monmouth County and excluding all professionals; clericals, confidential employees and supervisors within the meaning of the act. The term "supervisory employee" means any individual having authority, in the interest of the Employer to hire, transfer, suspend, lay off,

recall, promote, discharge, or effectively recommend the same, shall not have the right to be represented in this bargaining unit.

ARTICLE 3

ASSOCIATION ACTIVITY

The Employer and the Association agree not to interfere with the right of employees to become or not to become members of the Association; and, further, that there shall not be any discrimination or coercion against any employee because of Association membership or non-membership.

ARTICLE 4

VISITATION PRIVILEGES FOR ASSOCIATION AGENTS

Where, in the opinion of the County, or the Association, it is reasonable and necessary for an association agent, other than employees, to enter the Sheriff's Office to investigate a previously filed grievance, such agent shall first secure written permission from the Sheriff and shall then obtain a mutually satisfactory date and time for the visit. A representative of the Sheriff's Office shall accompany the association agent.

ARTICLE 5

EQUAL TREATMENT

The Employer and Association agree not to discriminate against any employee on the basis of race, color, creed, sex or national origin.

ARTICLE 6

RIGHTS OF INDIVIDUALS

Nothing contained in this Article shall abridge the rights of

the County of Monmouth, its agents and employees, under the Laws of the State of New Jersey.

ARTICLE 7

MANAGEMENT RIGHTS CLAUSE

Except where such rights and authority are specifically relinquished or limited by provisions of this Agreement, the Sheriff will continue to retain, whether exercised or not, all of the rights and authority heretofore had by it. The Sheriff shall have the sole and absolute right, responsibility and prerogative of management of the Sheriff's Office affairs and direction of the working force, including, but not limited to, the following:

(a) To determine the care, maintenance and operation of equipment and property used for and on behalf of the County.

(b) To establish or continue policies, practices and procedures for the conduct of the County business and, from time to time, to change or abolish such policies or procedures.

(c) To discontinue processes or operations or to discontinue their performance by employees.

(d) To select and determine the number and types of employees required to perform the County operations.

(e) To employ, transfer, promote or demote employees, or to lay off, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons where it shall be in the best interest of the County or department, provided however, the same shall be in accordance with Title 11.

(f) To prescribe and enforce reasonable rules and regulations

for the maintenance of discipline and for the performance of work in accordance with the requirements of the County, provided such rules and regulations are made known in a reasonable manner to the employees affected by them.

(g) To insure the incidental duties connected with departmental operations, whether enumerated in job descriptions or not, shall be performed by employees.

(h) To establish contracts or sub-contracts for County operations, provided that this right shall not be used for the purpose or intention of undermining the Association or discriminating against its members. All work customarily performed by the employees, shall be continued to be so performed unless in the sole judgment of the County it can be done more economically or expeditiously otherwise.

The above rights, responsibilities and prerogatives are inherent in the Sheriff of Monmouth County by virtue of statutory provisions and are not subject to delegation in whole or part. Such rights may not be subject to review or determination in any grievance.

ARTICLE 8 .

WORK RULES

The Employer shall establish reasonable and necessary rules of work and conduct for employees. Such rules shall be equitably applied and enforced.

ARTICLE 9

GRIEVANCE PROCEDURE

Section 1: General. A "Grievance" shall mean a complaint by employee(s) that there has been a misinterpretation or violation of policies, agreements and administrative decisions affecting them.

Section 2: Definition of a Grievance. A grievance is any combination of circumstances because of which an employee is dissatisfied with working conditions which are beyond his control, but which may be subject to remedy by his superior.

It may result from: alleged safety or health hazards; unsatisfactory physical facilities, surroundings, materials or equipment; unfair or discriminatory supervisory and disciplinary practices; unjust treatment by fellow employees; unreasonable assignment of working hours or personal time allowances; unfair or unreasonable work quotas; unsatisfactory performance; and other situations relating to conditions of employment.

Section 3: Exceptions to Grievance Procedure. This procedure shall not serve as an avenue of appeal for matters which must by law or Civil Service Rule be decided by Civil Service through its exclusive appeal procedures which shall include but not be limited to:

1. Removals (4:1-16.9);
2. Suspension, Fine, Demotion (4:1-16.7);
3. Resignations Not in Good Standing (4:1-16.14);
4. Layoffs and Demotions (4:1-16.4);
5. Removal at End or During Working Test Period (4:1-13.7);
6. Classification Review (4:1-6.5) - All appeals should be directed to the Office of Personnel and Training;

7. Review of Determinations by Chief Examiner and Secretary (4:1-8.15);
8. Removal of Names from Eligible Lists (4:1-12.12);
9. Probationary Progress Reports.

Section 4: Procedure to be Followed. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement. A grievance to be considered under this procedure must be initiated in writing by the employee within ten (10) days of its occurrence.

Step 1:

Any employee having a grievance shall present it in the first instance to the Undersheriff within ten (10) working days after the occurrence of the event out of which the grievance arises. If the employee so requests, his representative shall be present.

Step 2:

If the employee is not satisfied with the decision of the Undersheriff at the first step, the grievance shall be put in writing, signed by the employee and presented to the employer's next level of authority within three (3) working days after the decision of the Undersheriff. For the purpose of this grievance procedure, the employee's next level of authority shall be considered the Sheriff. The Sheriff shall within five (5) working

days of the receipt of the written grievance arrange a meeting with the employee and his representative. The Sheriff shall give to the employee his written answer to the written grievance within three (3) working days after the date of such meeting. In the event the grievance is not settled at Step 2 of this procedure, the Employee may elect to proceed through Civil Service or Step 3 of this grievance procedure. However, upon election of either the Civil Service procedure or Step 3 of this grievance procedure, the choice of the employee then becomes exclusive in nature and he cannot avail himself at a later time of the procedure not used by him to settle a grievance.

Step 3:

If the grievance is still unsettled, the employee may within fifteen (15) days, after the reply of the Sheriff is due, by written notice to the Sheriff require arbitration. The arbitration proceedings shall be conducted by an arbitrator to be selected by the Employer and employee within seven (7) days after notice has been given. If the Parties fail to agree upon an arbitrator, the state mediation service shall be requested by either or both parties to provide a panel of five (5) arbitrators. Both the employer and the employee shall have the right to strike two names from the panel. The Employer shall strike the first name; the employee then strikes one name, etc., and the name remaining shall be the arbitrator. The decision of the arbitrator shall be binding on the parties, and the arbitrator shall be requested to issue his

decision within thirty (30) days after the conclusion of testimony and argument. Expenses for the arbitrator's services and the proceedings shall be borne according to law.

However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and the arbitrator.

Section 5: Representation. In using the grievance procedure established herein, an employee is entitled at each Step to be represented by his Association representative or an attorney of his own choosing, but not by both. However, both may be present.

ARTICLE 10

SALARY

Section 1: Each employee covered by this Agreement and employed by the employer as of December 31, 1978 shall receive, in addition to his base rate of pay as of December 31, 1978, an increase of 7.5% retroactive to January 1, 1979.

Section 2: Each employee covered by this Agreement and employed by the employer as of December 31, 1979 shall receive, in addition to his base rate of pay, an eight percent (8%) increase as of January 1, 1980.

ARTICLE 11

NO STRIKE, ETC.

Neither the Association nor any officer, 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 Monmouth County Sheriff's Office, regardless of the reason for so doing. Any or all employees who violate any of the provisions of this article, may be discharged or otherwise disciplined by the County pursuant to the Rules and Regulations of the Civil Service commission and any State Statute applicable thereto.

ARTICLE 12

COMPLETE AGREEMENT

This Agreement is the entire agreement of the parties, terminating all prior agreements and practices and concluding all collective bargaining during the term of the agreement, except however, the present practices as to such items of employment as holidays, vacations, sick leave, personal leave, insurance, and the practice now in existence as to unused sick leave pay, are agreed to be continued.

The Association specifically waives the right to bargain with respect to any subject or matter referred to or covered in the agreement, or to any subject or matter not specifically referred to or covered in this agreement, even though it may not have been in the knowledge or contemplation of the parties at the time this agreement was negotiated.

ARTICLE 13

SEVERABILITY AND SAVINGS

If any provisions of this agreement are subsequently declared, by the proper Legislative or Judicial authority, to be unlawful,

unenforceable, or not in accordance with applicable statutes and Board of Freeholders' policies, all other provisions of the agreement, providing that all sections, paragraphs, subdivisions, clauses, or provisions of the agreement which are inconsistent with the provisions of Title 4, entitled "Civil Service of New Jersey Administrative Code, Civil Service Rules", or Title 11, entitled "Civil Service", of the Revised Statutes of New Jersey are, to the extent of such inconsistency be declared of no force or effect.

ARTICLE 14

BEREAVEMENT LEAVE

Employees shall be permitted time off without loss of regular pay for a period not to exceed three (3) consecutive working days to attend the funeral of a person in their immediate family.

Immediate family shall be limited to father, mother, husband, wife, child, brother, sister, father-in-law, mother-in-law, or any relative who had permanently resided in such employee's household. An employee shall submit verification thereof upon request.

ARTICLE 15.

UNIFORM ALLOWANCE

Section 1. A uniform allowance for full time employees, who shall have served on full time for a period of not less than three (3) months, shall be provided in the amount of \$200 for the

year 1979 and \$225 for the year 1980.

Section 2. The uniform shall conform to the Sheriff's specification and be subject to his approval.

ARTICLE 16

HOLIDAYS

1. The following days are recognized paid holidays whether or not worked:

New Year's Day	Labor Day
Washington's Birthday	Columbus Day
Lincoln's Birthday	General Election Day
Good Friday	Veterans Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

Any additional holidays declared by State, Federal or County governmental authorities, Legal holidays, pursuant to N.J.S.A. 36:1-1 and R.1:30-3(d), shall be determined by the Chief Justice of the Supreme Court and by his Order.

2. Holidays enumerated in (1) above which fall on a Saturday shall be celebrated on the preceding Friday; holidays that fall on Sunday shall be celebrated on the following Monday; holidays which fall within an employee's vacation period shall be celebrated at the employee's option, unless the County determines that it cannot be taken because of pressure of work.

3. In order to be eligible for holiday pay an employee must be on the active payroll of the County and must have worked his full regularly scheduled work day before and after the holiday, unless such absence is authorized with pay or ordered.

ARTICLE 17

HEALTH AND FRINGE BENEFITS

It is understood that for the year 1980 reopeners will be

in effect for discussion of said fringe benefits.

ARTICLE 18

VOLUNTARY WAGE GUIDELINE PROGRAM

It is understood that if this Agreement is determined by the Federal Government to have exceeded the President's Voluntary Wage Guideline Program and as a result the County is penalized by loss or cutback of Federal funds, adjustment in salary or fringe benefits will be made so as to be in conformity with said wage program.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at Freehold, Monmouth County, New Jersey, on this

24th day of April, 1979.

MONMOUTH COUNTY COURT HOUSE
ATTENDANTS ASSOCIATION, INC.

By: James Gamella

ATTEST:

Margaret M. Sperry

COUNTY OF MONMOUTH

By:

[Signature]
Paul Kurwan

ATTEST:

[Signature]

The Board of Chosen Freeholders

of the
County of Monmouth

RAY KRAMER, Director of the
Board, Finance & Administration

JANE CLAYTON, Director of
Administration of Justice

HARRY LARRISON, JR., Director of
Health, Welfare & Social Services

THOMAS J. LYNCH, JR., Director of
Public Works and Transportation

ALLAN J. MacDONALD, Director of
Buildings, Grounds and Parks

HALL OF RECORDS

MAIN STREET

FREEHOLD, NEW JERSEY 07728

Telephone: Area Code (201) 431-7300

ROBERT J. COLLINS
Assistant County Administrator

May 17, 1979

Bernard F. Boglioli, Esq.
Boglioli, Stamelman & Stein
121 Monmouth Parkway
West Long Branch, N.J. 07764

RE: Court Attendants' Contract

Dear Mr. Boglioli:

Thank you for your letter of May 9, 1979 concerning the
Court Attendants' Contract.

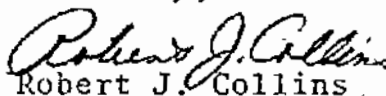
The intent of Article 10, Section 2 is exactly as you have
indicated. Please accept this letter as clarification
for said article:

"Each employee covered by this agreement and employed by
the employer as of December 31, 1979 shall receive, in
addition to his base rate of pay as of December 31, 1979,
an eight percent (8%) increase as of January 1, 1980.

This letter will be attached to the copy of the contract
and shall be considered the official interpretation.

Should you have any questions, please feel free to call
upon me.

Sincerely,


Robert J. Collins

TJC:pf
cc: Sheriff Kiernan

BOGLIOLI, STAMELMAN & STEIN
COUNSELLORS AT LAW

BERNARD F. BOGLIOLI
LAURENCE C. STAMELMAN
MILTON ARTHUR STEIN

M. RAYMOND MCGOWAN
OF COUNSEL

JAMES H. MOODY

May 9, 1979

PLEASE REPLY TO

121 MONMOUTH PARKWAY
WEST LONG BRANCH, N. J. 07764
(201) 229-8020

464 BROADWAY
LONG BRANCH, N. J. 07740
(201) 229-1111

OUR FILE NO.


Robert J. Collins, Asst. Administrator
Hall of REcords
Court House
Freehold, N. Jersey 07728

Dear Mr. Collins:

I have now had an opportunity to review the agreement effective January 1, 1979 through December 31, 1980 and find that it is in order. I do, however, believe that Article 10, Section 2 should be amended to read as follows:

Each employee covered by this Agreement and employed by the employer as of December 31, 1979 shall receive, in addition to his base rate of pay as of December 31, 1979, an eight percent (8%) increase as of January 1, 1980.

Very truly yours,


Bernard F. Boglioli

BFB/kb
cc: James Yamello