

Contract No: 86

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AGREEMENT

MONMOUTH COUNTY ASSIGNMENT JUDGE
[EMPLOYER]

MONMOUTH COUNTY BOARD OF CHOSEN FREEHOLDERS
[FUNDING AGENT]

and

COMMUNICATIONS WORKERS OF AMERICA
[COURT CLERK UNIT]

JANUARY 1, 1992 through DECEMBER 31, 1994.

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THIS AGREEMENT dated the day of December, 1992,
between the ASSIGNMENT JUDGE OF THE COUNTY OF MONMOUTH [Employer
or Court], the MONMOUTH COUNTY BOARD OF CHOSEN FREEHOLDERS,
[Funding Agent or County], and the COMMUNICATIONS WORKERS OF
AMERICA [Union] :

PREAMBLE

The Employer and the Funding Agent have voluntarily endorsed the practice and procedure of collective bargaining as a fair and orderly way of conducting relations with their employees insofar as such practices and procedures are appropriate to the functions and obligations of the Court to retain the right to effectively operate in a responsible and efficient manner and consonant with the paramount interests of the Court. The parties recognize that this Agreement is not intended to modify any of the discretionary authority vested in the Courts by statute or Court rule.

It is the intention of this Agreement to provide, where not otherwise mandated by statute or Court rule, for the salary, fringe benefits and other terms and conditions of employment for employees covered by this Agreement, to prevent interruptions of work or interference with the efficient operation of the Courts and to provide an orderly and prompt method for handling and processing grievances.

ARTICLE 1

RECOGNITION

Section 1. The Employer and the Funding Agent recognize the Communications Workers of America as the exclusive bargaining agent for the purpose of discussing proposals concerning establishing salaries, wages, hours and other terms and conditions of employment for all employees holding the title of Court Clerk, but excluding the title of Senior Court Clerk.

ARTICLE 2

UNION SECURITY

Section 1. Upon receipt of a written authorization from an employee, the Funding Agent agrees to deduct the regular monthly Union dues. The amount to be deducted shall be certified to the Employer by the Secretary/Treasurer of the Union at least thirty days prior to the month in which the deduction of Union Dues is to be made. Dues shall be remitted by the Employer to the Union by the 10th day of the succeeding month along with a list of employees from whose pay deductions were made. Such deductions shall be made in compliance with N.J.S.A. 52:14-15.9(e), and as amended. The authorization shall remain in effect unless terminated by the employee in accordance with law.

Section 2. The Union will certify to the Employer-Funding Agent the exact amount of such regular membership dues to be deducted.

Section 3. Subject to the conditions set forth below, all eligible non-member employees in this unit will be required to pay to the majority representative a representation fee in lieu of dues for services rendered by the majority representative until December 31, 1994. Nothing herein shall be deemed to require any employee to become a member of the majority representative.

It is understood that the implementation and/or continuation of the agency fee program is predicated on the

demonstration by the Union that more than fifty percent (50%) of the eligible employees in the negotiating unit are dues paying members of the Union.

After this Agreement is signed and approved pursuant to N.J.S.A. 2A:168-5, and when the Union has finalized formal adoption of this system for nonmember appeals, and thereafter in each year of the Agreement on January 1, an assessment shall be made to determine if the minimum percentage has been exceeded. If it has, the agency fee shall continue until the following annual assessment. If it has not, the agency fee will be discontinued and eligibility for reinstatement shall be on a quarterly basis as provided above.

If the agency fee is discontinued, an assessment shall be made on each quarterly date, i.e, January 1, April 1, July 1 or October 1, to determine if the minimum percentage is exceeded. If the minimum percentage is exceeded the agency fee plan shall be reinstated with proper notice to affected employees.

Section 4. Prior to the beginning of each contract year, the Union will notify the Judiciary and the County in writing of the amount of regular membership dues, initiation fees and assessments charged by the Union to its own members for that contract year and the amount of the representation fee for that contract year. Any changes in the representation fee structure during the contract year shall be in accordance with Article 2.

The representation fee in lieu of dues shall be in an amount equivalent to the regular membership dues, initiation fees

and assessment charged by the majority representatives to its own members less the cost of benefits financed through the dues, fees and assessments and available to or benefiting only its members, but in no event shall such fee exceed eighty-five percent (85%) of the regular membership dues, fees and assessments.

Section 5. After verification by the Judiciary and the County that an employee must pay the representation fee, the County will deduct the fee for all eligible employees in accordance with this Article.

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

The County shall deduct the representation fee from a new employee as soon as possible after thirty (30) days from the beginning date of employment in a position in this unit.

Section 6. The representation fee in lieu of dues only shall be available to the Union if the procedures hereafter are maintained by the Union. The burden of proof under this system is on the Union.

The Union shall return any part of the representation fee paid by the employee which represents the employee's additional pro rata share of expenditures by the Union that is either in aid of activities or causes of a political or ideological nature only incidentally related to the terms and conditions of employment, or applied toward the cost of other

benefits available only to members of the majority representative.

The employee shall be entitled to a review of the amount of the representation fee by requesting the Union to substantiate the amount charged for the representation fee. This review shall be in conformance with the internal steps and procedures established by the Union.

Section 7. Upon the commencement of payroll deductions of the representation fee in lieu of dues for any dues year, the majority representative shall provide all persons subject to the fee with an adequate explanation of the basis of the fee, which shall include:

- (1) A statement, verified by an independent auditor or by some other suitable method, of the expenditures of the majority representative for its most recently completed fiscal year. The statement shall set forth the major categories of expenditures and shall also identify expenditures of the majority representative and its affiliates which are in aid of activities or causes of a political or ideological nature only incidentally related to the terms and conditions of employment or applied toward the cost of benefits only available to nonmembers of the majority representative.
- (2) A copy of the demand and return system established by the majority representative pursuant to Supreme Court Policy as set out on N.J.S.A. 34:13A-5.6, including

instructions to persons paying the representation fee in lieu of dues, as to how to request review of the amount assessed as a representation fee in lieu of dues.

(3) The name and address of the financial institution where the majority representative maintains an account in which to escrow portions of representation fees in lieu of dues which are reasonably in dispute. The interest rate of the account in effect on the date the notice required by (1) above is issued shall also be disclosed.

(4) The amount of the annual representation fee in lieu of dues, or an explanation of the formula by which the representation fee is set, and the schedule by which the fee will be deducted from pay.

b. The majority representative shall provide a copy of the demand and return system referred to in (a) above to the Trial Court Administrator. The deduction of the representation fee shall be available only if the Union establishes and maintains this review system.

If the employee is dissatisfied with the Union's decision, he/she may appeal to a three-member board of the Public Employment Relations Commission Appeal Board.

Section 8. The Union hereby agrees that it will indemnify and hold the Judiciary and the County harmless from any

claims, actions or proceedings brought by any employee in the negotiations unit which arises from an agreement to deduct made by the Judiciary and the County in accordance with this provision. Neither the Judiciary, the County nor the employee shall be responsible for any back payment of the representation fee for any cause upon the entry or reentry of the employee into the Union. The term "excluded position" shall include, but not be limited to, confidential, managerial, exempted position, and leave of absence without pay.

If violations of any time frame occur regarding representation fee deduction, and they are brought to the attention of the Judiciary and the County, the Judiciary and the County shall review the matter and solve the problem on a prospective basis.

Section 9. Provisions in this Article are further conditioned upon all other requirements set by the Rules of the Public Employment Relations Commission Appeal Board.

Section 10. The Union will be permitted an aggregate of 10 days per calendar year of time off with pay for the purpose of conducting Union business. This time shall be used for any off-site Union activities as well as on-site meetings for which there is no provision elsewhere in the Agreement for the matter to be conducted on Employer paid time.

Section 11. The President of the unit shall be notified of the hiring of all new employees in the title of Court Clerk within ten (10) days of their hiring.

ARTICLE 3

MANAGEMENT RIGHTS

Section 1. The Employer possesses the sole right to operate the County Judiciary system and all management rights repose in the Assignment Judge of the County of Monmouth.

Section 2. These rights include, without limitation, the following:

- A. To direct all operations of the County Judiciary;
- B. To establish reasonable work rules and schedules of work for the employees of the County Judiciary;
- C. To hire, promote, transfer, schedule and assign employees to the County Judiciary position;
- D. To suspend, demote, discharge and take disciplinary action against employees of the County Judiciary;
- E. To relieve employees of the County Judiciary from their duties because of lack of work or any other legitimate reasons;
- F. To maintain efficiency of County Judiciary operations;
- G. To take whatever action is necessary to comply with State and Federal law;
- H. To introduce new or improved methods or facilities;
- I. To change existing methods or facilities, including the restriction or elimination of all assigned parking, as

necessary;

J. To determine the kinds and amounts of services to be performed as pertains to the County Judiciary operation; and the number and kinds of classifications to perform such services;

K. To contract out for services;

L. To determine the methods, means and personnel by which County Judiciary operations are to be conducted;

M. To take whatever action is necessary to carry out the function of the County Judiciary in situations of emergency.

ARTICLE 4

GRIEVANCE PROCEDURE

Section 1. Definition. A grievance is defined as:

(1) a claimed breach, misinterpretation or improper application of the terms of this Agreement hereafter referred to as contractual including any minor disciplinary actions;

(2) a claimed violation, misinterpretation or misapplication of rules or regulations, existing policy or orders, affecting the terms and conditions of employment.

Section 2. Procedure. A grievance shall be discussed between the parties involved in the presence of a Union steward, if requested, and, if unresolved after discussion, shall be resolved in the following manner:

STEP 1: The Union steward or employee, or both, shall take up the grievance or dispute with their immediate supervisor, the Senior Court Clerk, within five (5) days of its occurrence. It shall be stated in writing and signed by the grievant, with a copy to the Trial Court Administrator. No later than five (5) days after the receipt of the grievance, the Senior Court Clerk shall render a decision to the grievant in writing with a copy to the Trial Court Administrator.

STEP 2: If the grievance has not been settled to the employee's satisfaction, it shall be presented in writing to the Chief Court Clerk, within five (5) days from receipt of the response from the Senior Court Clerk. No later than ten (10)

days after receipt of grievance, the Chief Court Clerk shall meet with the grievant to discuss the grievance and shall then give an answer in writing no later than five (5) days after the meeting.

STEP 3: If the aggrieved employee is not satisfied with the decision at Step 2, the grievance may be submitted, in writing, directly to the Assignment Judge or designee. The determination of the Assignment Judge on all contractual grievance complaints that are related to judicial policy and/or the authority of the Superior Court, Chief Justice, Supreme Court, Administrative Director of the Court, or the Assignment Judge under R. 1:33-4 and any other applicable Statute or Court rule shall be final and shall not be appealable. Nothing herein shall be deemed to deprive an employee of the statutory right to appeal a major disciplinary action to the Merit System Board without the necessity of following the grievance procedure.

Section 3. Representation. In using the grievance procedure, an employee is entitled at each step to a representative of the employee's choosing or by a member of the Union designated to represent such employee pursuant to this Agreement.

ARTICLE 5

SALARY

Section 1. Effective January 1, 1992, and retroactive to that date, employees on the payroll on December 31, 1991, and who are still employed on the date of ratification of this contract, shall receive a raise in their base salary in the amount of \$ 925.00.

Section 2. Effective January 1, 1993, employees on the payroll on December 31, 1992, shall receive a raise in base salary in the amount of five percent (5.0 %) of base salary, provided, however, that if the County of Monmouth grants a general wage increase greater than 5.0 %, that greater amount will be provided here.

Section 3. Effective January 1, 1994, employees on the payroll on December 31, 1993, shall receive a raise in base salary in the amount of five percent (5.0 %) of base salary, provided, however, that if the County of Monmouth grants a general wage increase greater than 5.0 %, that greater amount will be provided here.

Section 4. The minimum starting salary shall be \$ 16,500 in 1992; \$ 17,500 in 1993 and \$ 18,000 in 1994.

Section 5. At the time the hours of work are increased from thirty-two and one-half (32 1/2) hours per week to thirty-five (35) hours per week, each employee affected shall receive an hour for hour wage increase for the additional hours worked.

Section 6. Employees on the payroll at the time of ratification and who undergo training for operation of tape machines in courtrooms shall receive a \$ 400.00 increase to their base salary at the time of AOC certification of training, deemed here to be the first pay in November, 1992. No employee hired following the ratification of this agreement shall receive such an increase as all such employees shall be required to be certified as a part of their hiring salary.

Section 7. Employees who operate a tape machine in a courtroom as a regular part of their assignment shall receive an additional amount of \$ 250.00 for each 6-month court session of assignment or for assignment for sixty-one (61) or more days in a 6-month court session. This section shall be effective retroactive to the September, 1992 court session. Payment shall be made at the end of each court session, subject to compliance with Section 8. Courtroom assignments shall not be subject to the grievance procedure.

Section 8. To be eligible for additional compensation under Section 7 for operation of tape machines, and to insure that the level of service on such equipment is the very highest, an employee must successfully complete a progressive evaluation which shall be given throughout the court term. If the final evaluation is unsatisfactory, no additional compensation will be paid for the court term. No such evaluations shall be the subject of the grievance procedure but shall remain a management prerogative.

ARTICLE 6

HOURS OF WORK

Section 1. The work week shall consist of five (5) consecutive days, Monday through Friday, inclusive. The work week shall consist of thirty-five (35) hours being seven (7) hours in each day. The hours of work will begin at 8:30 A.M. and end at 4:30 P.M. with a one hour unpaid break for lunch.

Section 2. The hours of work set forth in Section 1 shall commence the first work day in January, 1993. Prior to that time, the regular work week shall be thirty-two and one-half hours.

Section 3. Employees required to remain on duty past 6:00 p.m. shall receive a meal allowance in the sum of \$ 7.00. Reimbursement shall be by submission of voucher.

ARTICLE 7

OVERTIME

Section 1. Court Clerks who are required to work overtime shall be compensated at their straight time rate for the first 5 hours of overtime work in a work week, up to forty (40) total hours of work in a week. Overtime work for time worked in excess of forty (40) hours in a work week, shall be compensated at the time and one-half times the regular hourly rate of pay.

Section 2. Overtime will be compensated only if it is approved in writing, on forms to be provided by the Employer, by either the immediate Supervisor or the Judge who authorize the additional work.

Section 3. An employee who is requested and returns to work during periods other than the regularly scheduled work day shall be paid time and one-half for such work and shall be guaranteed not less than two (2) hours pay at the overtime rate.

ARTICLE 8

HOLIDAYS

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

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

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.

Section 2. Holidays which fall on a Saturday shall be celebrated on the preceding Friday; holidays that fall on Sunday shall be celebrated on the following Monday; and holidays which fall within an employee's vacation period shall be rescheduled, subject to the Employer's approval. If an alternate holiday date cannot be scheduled because of the pressure of work, the employee shall receive a day's pay for the lost holiday.

Section 3. To be eligible for holiday pay, an employee must be on the active payroll and must have worked the full regularly scheduled work day before and after the holiday, unless such absence was with pay or ordered.

ARTICLE 9

VACATIONS

Section 1. All full-time permanent employees shall be entitled to vacation leave based on their years of continuous service. Periods on a leave of absence without pay except Military service shall be deducted from an employee's total continuous service for purposes of determining the earned service credit for vacation leave.

A. One (1) working day for each month worked during the first calendar year of employment.

B. Twelve (12) working days per year after the first calendar year of employment.

C. Fifteen (15) working days per year beyond five (5) and up to and including twelve (12) years, earned at one and one-fourth (1 1/4) days per month.

D. Twenty (20) working days per year beyond twelve (12) and up to and including twenty (20) years, earned at one and two-thirds (1 2/3) days per month.

E. Twenty-five (25) working days per year after twenty (20) years of employment, earned at two and one-twelfth (2 1/12) days per month.

Section 2. The rate of vacation pay shall be the employee's regular straight time rate of pay in effect for the employee's regular job on the payday immediately preceding the employee's vacation period.

Section 3. Vacation time shall be scheduled in advance by the employee, subject to the approval of the Employer. When the same vacation time is requested by so many employees that all requests cannot be accommodated, conflicts will be resolved by giving preference on a first come-first served basis.

ARTICLE 10

LEAVES OF ABSENCE

Section 1. SICK LEAVE. All full-time permanent, full-time temporary, or full-time provisional employees shall be entitled to sick leave with pay:

(i) Sick leave may be taken in one-half day units which may be used when an employee is unable to perform work by reason of personal illness, accident or exposure to contagious disease. Sick leave may also be utilized for short periods for the attendance of the employee upon a member of immediate family who is seriously ill, subject to certification of a doctor that the employee's services are needed for the family member.

(ii) Sick leave shall accrue on an "as earned basis." Newly hired permanent employees shall accrue sick leave at the rate of one day per month of service until the end of the calendar year in which employees shall accrue sick leave at the rate of one and a quarter (1 1/4) day per month to a maximum of fifteen (15) days of sick leave per year. Unused accrued sick leave shall be accumulated and may be used by the employee in subsequent years.

(iii) As a condition of return to duty from an absence because of personal illness, the Employer may require an employee to be examined by a physician designated by the Employer. Such examination shall establish whether the employee is capable of performing their normal duties without limitations and that their

return to work will not jeopardize the health of other employees.

(iv) Sick leave credits shall continue to accrue while an employee is on leave with pay. Credits shall not accrue while an employee is on any leave without pay, except Military leave.

(v) Court Clerks who retire pursuant to a recognized public employees' retirement system shall be entitled to a lump sum payment equal to one-half the daily rate for earned unused sick leave to a maximum of \$12,000.00. The same lump sum payment shall be made to the estate of any employee who dies while still in the employment of the Employer.

Section 2. BEREAVEMENT LEAVE. Employees shall be granted five (5) days off with pay in the event of the death of their parent, spouse or child. In all other cases, an employee shall be granted three (3) days off with pay in the event of the death of a member of the immediate family defined as parent-in-law, sister or brother, grandparent, grandchild, foster child or other member of the employee's immediate household. The Employer reserves the right to verify the legal relationship to the employee.

Section 3. MATERNITY LEAVE. Female employees shall be permitted to use earned and accumulated sick leave for absences associated with pregnancy-related disability, subject to medical verification of the disability. Employees seeking to return to work following pregnancy-related disability shall provide medical certification from the attending physician as to their fitness to return to work. Employees who do not have sufficient sick leave

or who wish leave for purposes of child care may seek unpaid leave of absence in accordance with New Jersey Department of Personnel regulations. Employees who, due to the special circumstances of their pregnancies, require additional paid disability leave and have sufficient earned and accumulated sick leave to cover such additional leave, shall be granted such additional leave upon receipt of appropriate medical certification as to the needs from the attending physician.

Section 4. FAMILY LEAVE. Employees may request an unpaid leave of absence in accordance with the Family Leave Act, N.J.S.A. 34:11B-1, et seq. and the rules and regulations adopted by the New Jersey Department of Personnel to implement that law.

Section 5. PERSONAL LEAVE. Employees shall be entitled to three (3) personal days per year with pay, subject to written request and approval in advance of the leave taken. Personal days shall not be cumulative from year to year.

ARTICLE 11

HEALTH BENEFITS

Section 1. The Funding Agent shall maintain the self-insurance program administered by the Rasmussen Agency for medical and major medical insurance, without change in coverage or benefit level for the term of this Agreement.

Section 2. For those employees who choose to participate in an authorized Health Maintenance Organization (HMO), instead of the above-described medical self-insurance program, the Funding Agent agrees to pay the monthly HMO premium in an amount up to but in no case in excess of the monthly costs for enrolling the employee in the medical self-insurance program. In the event that the cost of membership in the HMO plan exceeds the cost of membership in the medical self-insurance plan, the difference shall be the subject of a payroll deduction.

Section 3. The Employer and the Funding Agent agree that in the event that, during the life of this Agreement, the County voluntarily grants additional medical or health fringe benefits to its other employment groups beyond those presently provided, the Court Clerks shall receive the same medical and health fringe benefits.

Section 4. Members of the unit shall be provided with the County Prescription Insurance Plan at a cost to the County not to exceed \$150.00 per employee per year for family coverage.

Section 5. The Employer and the Funding Agent agree to provide retirement benefits to eligible employees in accordance with the provisions of the New Jersey Public Employees Retirement System.

ARTICLE 12

SENIORITY

Section 1. Seniority is defined as an employee's continuous service in the position of Court Clerk, whether appointed under State statute or Court rule.

Section 2. Seniority shall be given preference in layoffs, demotions in lieu of layoffs, and recall.

Section 3. Seniority shall be considered in promotions. Final determinations on promotions shall be made by the Employer.

Section 4. The Funding Agent shall maintain an accurate, up-to-date, seniority roster showing each employee's date of hire, classification and pay rate and shall furnish copies of same to the Union upon request.

Section 5. The Employer or the Funding Agent shall promptly advise the designated Union representative of any changes which necessitate amendments to the seniority list.

ARTICLE 13

NON-DISCRIMINATION

Section 1. The Employer agrees that there shall be no discrimination or favoritism for reasons of sex, age, nationality, race, religion, political affiliation, union or activities.

Section 2. The Employer and the Union agree not to interfere with the rights of employees to become or not to become members of the Union and further that there shall be no discrimination or coercion against any employee because of Union membership or non-membership.

ARTICLE 14

BULLETIN BOARD

Section 1. Bulletin Boards will be accommodated in the bulletin board space. The space will be designated and provided for in the Court Clerk's Department.

Section 2. The said bulletin board may be used for posting of the following notices: Union meetings, Union elections, Union election returns, Union appointments to office and Union recreational or social affairs. The posting of any notices shall be subject to approval by the Trial Court Administrator prior to posting.

ARTICLE 15

AUTOMOBILE MILEAGE

Section 1. The Employer agrees to provide a mileage reimbursement allowance of 18 cents per mile to all employees covered by this Agreement who are required to use their own private vehicle in connection with the performance of their duties as employees of Monmouth County Judiciary.

ARTICLE 16

POLICY ON NEW JERSEY DEPARTMENT OF PERSONNEL

Section 1. The administrative and procedural provisions and controls of the New Jersey Department of Personnel laws and the rules and regulations promulgated thereunder are to be observed in the administration of this Agreement with respect to classified employees governed by this Agreement, except to the extent that this Agreement pertains to subjects not therein contained or where this Agreement is contrary to or in conflict with such provisions and controls and except to the extent inconsistent with New Jersey Supreme Court rules and policies governing administration of the Courts.

ARTICLE 17


BARGAINING CLAUSES AND RENEWAL

Section 1. The parties agree that they have fully bargained and agreed upon all the terms and conditions of employment that the terms and conditions of employment shall not be changed during the life of this Agreement.

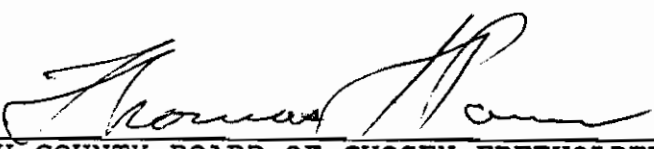
Section 2. In the event any Federal or State law, or any determination having the force and effect of law, including rule, regulation or directive of the Chief Justice, the Supreme Court of New Jersey or the Administrative Director of the Courts, conflicts with any of the provisions of this Agreement, the provisions so affected shall no longer be operative or binding upon the parties. The parties will meet within thirty (30) days to negotiate the impact of items so severed.

Section 3. This Agreement shall be effective as of the first day of January 1992 and shall remain in full force and effect until the 31st day of December 1994.


IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their proper officers and attested to on this day of December, 1992.



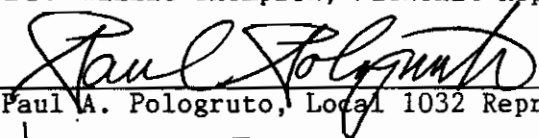
ALVIN YALE MILBERG, A.J.S.C.



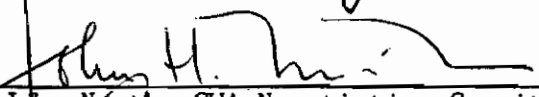
MONMOUTH COUNTY BOARD OF CHOSEN FREEHOLDERS
BY: Thomas J. Powers, Deputy Director




MONMOUTH COUNTY COURT CLERKS,
Communications Workers of America
BY: Willie Thompson, National Representative



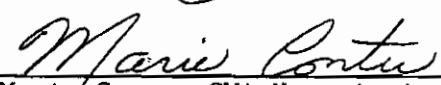
Paul A. Pologruto, Local 1032 Representative



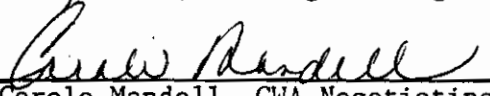
John North, CWA Negotiating Committee



Michelle Schiliro, CWA Negotiating Committee



Marie Contu, CWA Negotiating Committee



Carole Mandell, CWA Negotiating Committee