

A G R E E M E N T

BETWEEN

Monmouth County

THE COUNTY OF MONMOUTH

AND

P.B.A. LOCAL 314,

(COURT ATTENDANTS ASSOCIATION  
MONMOUTH COUNTY SHERIFF'S DEPARTMENT)

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X JANUARY 1, 1984 through DECEMBER 31, 1986

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PREAMBLE

THIS AGREEMENT made this        day of January, 1985, by and between THE COUNTY OF MONMOUTH, by its authorized officials, hereinafter referred to as "The County", and P.B.A. LOCAL 314, MONMOUTH COUNTY COURT ATTENDANTS ASSOCIATION, hereinafter referred to as "The Association", has as its purpose the promotion of harmonious relations between The County and The Association, the establishment of 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 I

RECOGNITION

The County recognizes P.B.A. Local 314 as the exclusive collective negotiations representative of the employees in the following job classifications for the purpose of discussing proposals covering wages, hours of work and other terms and conditions of employment:

INCLUDED: Court Attendants who are assigned exclusively to the performance of Court Attendant duties and who have not completed nor qualified for the position of regular Sheriff's Officer, who are 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, but not have the right to be represented in this bargaining unit.

ARTICLE II

ASSOCIATION ACTIVITY

The County 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 III

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 such visit. A representative of the Sheriff's office shall accompany The Association agent.

ARTICLE IV

EQUAL TREATMENT

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

ARTICLE V

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 VI

MANAGEMENT RIGHTS CLAUSE

It is recognized that the Sheriff's office has and will continue to retain the rights and responsibilities to direct the affairs of Court Attendants who are assigned exclusively to the performance of Court Attendant duties in all of its various aspects.

Among the rights retained by the Sheriff's office are its rights to direct the working force; to plan, direct and control all operations and services involving Court Attendant; 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.

In situations where the employee has been terminated, the employment bargaining representative shall initiate the grievance procedure at Step #2.

ARTICLE VII

WORK RULES

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

ARTICLE VIII

GRIEVANCE PROCEDURE

Section 1: General. A grievance shall mean a complaint that there has been a violation, misinterpretation or inequitable application concerning any of the provisions of this Agreement, or any dispute concerning terms and conditions of employment.

Section 2: Exceptions To Grievance Procedure. This procedure must by law or by Civil Service rule be decided by Civil Service through its exclusive appeal procedure which shall include, but not be limited to:

- 1) Removal (4:1-16.9);
- 2) Suspension, find, demotion (4:1-16.7);
- 3) Resignations not in good standing (4:1-16.14);
- 4) Lay offs and demotions (4:1-16.4);
- 5) Removal at end or during working test period (d: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) Probation progress reports.

Section 3: 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. The grievance to be considered under this procedure must be initiated in writing by an employee within ten (10) days of its occurrence.

STEP 1: The employee having a grievance shall present it in the first instance to the Under-Sheriff 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. The Under-Sheriff shall respond to the grievance within five (5) working days of receipt of the grievance.

STEP 2: If the employee is not satisfied with the decision of the Under-Sheriff at the first step, the grievance shall be put in writing, signed by the employee and presented to the County's next level of authority within three (3) working days after the decision of the Under-Sheriff. For purposes 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 to 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 the grievance.

STEP 3: If the grievance is still unsettled, the employee may, within seven (7) days, after the reply of the Sheriff is due, by written notice to the Sheriff, require arbitration. The arbitration proceeding shall be conducted by an arbitrator to be selected by The County and the employee within seven (7) days after the 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 County and the employee shall have the right to strike two (2) names from the panel. The County shall strike the first name; the employee then strikes one (1) 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 the testimony and argument. Expenses for the arbitrator's services and proceedings shall be borne according to law.

However, each party shall be responsible for compensating its own representatives and witnesses. If either 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 4: Representation. In using the grievance procedure established herein, an employee is entitled at each Step to be



represented by his Association representative and/or an attorney of his own choosing.

ARTICLE IX

SALARY

Section 1. The Salary Range for Court Attendants for the years 1984, 1985, and 1986 shall be from \$8,200.00 to \$18,200.00.

Section 2. Each employee covered by this Agreement shall be affected by the following schedule which reflects salary rates for the years 1984, 1985 and 1986.

<u>NEW EMPLOYEES</u>	<u>1984</u>	<u>1985</u>	<u>1986</u>
HIRED 1984	\$8,200.00	\$10,002.36	\$10,752.43
HIRED 1985		8,200.00	10,002.36
HIRED 1986			8,200.00

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<u>Present Salary</u>	<u>January 1, 1984</u>	<u>July 1, 1984</u>	<u>January 1, 1985</u>	<u>January 1, 1986</u>
\$ 8,696.00	\$ 9,305.00	\$ 9,398.00	\$10,103.00	\$10,860.00
9,348.00	10,002.00	10,102.00	10,860.00	11,675.00
10,049.00	10,752.00	10,860.00	11,674.00	12,550.00
10,803.00	11,554.00	11,675.00	12,550.00	13,492.00
11,613.00	12,426.00	12,550.00	13,491.00	14,503.00
11,613.00	12,426.00	12,550.00	13,491.00	14,503.00
12,484.00	13,358.00	13,491.00	14,503.00	15,591.00
12,484.00	13,358.00	13,491.00	\$ 14,503.00	15,591.00
12,484.00	13,358.00	13,491.00	14,503.00	15,591.00
12,484.00	13,358.00	13,491.00	13,503.00	15,591.00
13,420.00	15,000.00	15,000.00	16,125.00	17,334.00
13,420.00	15,000.00	15,000.00	16,125.00	17,334.00
13,420.00	15,000.00	15,000.00	16,125.00	17,334.00

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Section 3: It is understood that should the Consumer Price Index for the New York/Northeast New Jersey area for the period ending December, 1985, be ten (10%) percent or more, negotiations for salaries for the year 1986 shall be reopened.

ARTICLE X

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 XI

MISCELLANEOUS PROVISIONS

This Agreement represents and incorporates the complete and final understanding of the parties on all bargainable issues which were the subject or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matters whether or not within the knowledge or contemplation of the parties when they negotiated and signed this Agreement.

Section 1: Past Factors. The County shall continue to observe the practices in effect at the time this Agreement is executed concerning holidays, vacations, sick leave, personal leave, insurance, and payment for unused sick leave.

Section 2. Severability and Savings. If any of the provisions of this Agreement are subsequently declared, by the proper legislative or judicial authority, to be unlawful, unenforceable, or not in accordance with the applicable statutes and Board of Freeholders policies, all other provisions of the Agreement, providing that all sections, paragraphs, sub-divisions, clauses or provisions of the Agreement which are inconsistent with the provisions of Title IV entitled "Civil Service of New Jersey Administrative Code, Civil Service Rules," or Title XI, entitled "Civil Service," or the revised statutes of New Jersey are, to the extent inconsistency be declared of no force or effect.

## ARTICLE XII

### DUES DEDUCTIONS AND AGENCY FEE

Section 1: Upon receipt of a lawfully executed written authorization from an employee, which authorization may be revoked in writing at any time, the County agrees to deduct the regular monthly dues of the Association from the employee's pay and remit such dues by the fifteenth (15th) day of the succeeding month to the Association. The Association shall notify the County in writing as to the precise amount of the 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 check-off, except for any claims that result from negligent or improper acts of the County or its agents or servants.

Section 3: Agency Fee.

A. Purpose of Fee.

If an employee covered by this Agreement does not

become a member of the Association during any membership year (i.e., from January 1 to the following December 31) which is covered in whole or in part by this Agreement, said Employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the Employee's per capita cost of services rendered by the Association as majority representative.

B. Amount of Fee.

1. Notification.

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 non-members will be equal to eighty-five (85%) percent of that amount.

2. Legal Maximum.

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

3. Deduction and Transmission of Fee.

1. Notification.

Once during each membership year covered in whole or in part by this Agreement, the Association will submit to the County a list of those Employees who have not become members of

the Association for the then current membership year. The County will deduct from the salaries of such Employees, in accordance with Paragraph 2 below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Association.

2. Payroll Deduction Schedule.

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. The deductions will begin with the first paycheck paid:

- (a) Ten (10) days after receipt of the aforesaid list by the County; or
- (b) Thirty (30) days after a permanent employee begins his or her employment in a bargaining unit position, unless the Employee previously served in a bargaining unit position and continued in the employ of the County in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employment in a bargaining unit position, whichever is later; or
- (c) Three (3) months after a provisional Employee begins his or her employment in a bargaining unit position, unless the Employee previously served in a bargaining unit position and continued in the employ of the County in a non-bargaining unit position or was on layoff, in which event the

deductions will begin with the first paycheck paid ten (10) days after the resumption of the employment in a bargaining unit position, whichever is later.

3. Termination of Employment.

If an Employee who is required to pay a representation fee terminates his or her employment with the County before the Association has received the full amount of the representation fee to which it is entitled in this Article, the County will deduct the unpaid portion of the fee from the last paycheck paid to said Employee during the membership year in question.

4. Mechanics.

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.

5. Changes.

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.

6. New Employees.

On or about the last day of each month, beginning with the month 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 titles and dates of employment for all such Employees.

(d) 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. 34:13:A5.4, 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. 34:13A5.4, as amended.

#### ARTICLE XIII

##### 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. The employee shall submit verification thereof upon request.

#### ARTICLE XIV

##### UNIFORM ALLOWANCE

Section 1: Uniform allowance for full-time employees who shall be provided in the amount of \$450.00 for the years,

1984, 1985 and 1986.

Section 2. Effective January 1, 1985, bargaining unit members shall be provided with a \$200.00 annual clothing maintenance allowance in addition to the already provided clothing allowance.

Section 3: The Sheriff shall specify the uniform required for Sheriff's Officers/Court Attendants.

ARTICLE XV

HOLIDAYS

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

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

Any additional holidays declared by the state, federal or county governmental authorities, legal holidays, pursuant to N.J.S.A. 36:1-1 et seq., 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.



ARTICLE XVI

HEALTH AND FRINGE BENEFITS

Section 1: Present health and fringe benefits shall remain in effect. It is agreed that should the Board of Chosen Freeholders grant said health benefits to any other bargaining unit under its control, the employees in this bargaining unit shall be additionally covered by said benefits. It is understood that said health benefits shall not apply to this unit should the Board of Chosen Freeholders give additional benefits where arbitration applies or where said health benefits were given to another unit in lieu of wages.

Section 2: Effective January 1, 1985, The County shall provide a prescription drug insurance program to employees at a cost not to exceed \$150.00 per employee per year for full family coverage.

ARTICLE XVII

DURATION

This Agreement shall be effective from January 1, 1984 through December 31, 1986, or until such later date as a new Agreement is executed.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures on this 18th day of April, 1985.

COUNTY OF MONMOUTH

BY: [Signature]  
SHERIFF'S DEPARTMENT

WITNESS: [Signature]

BY: [Signature]  
PBA Local 314  
COURT ATTENDANTS

WITNESS: [Signature]

BY: [Signature]

WITNESS: [Signature]

COURT ATTENDANTS

<u>NAME</u>	<u>1983</u>	<u>1/1/84</u>	<u>7/1/84</u>	<u>1/1/85</u>	<u>1/1/86</u>
BEAMS, LOUISE	9,348	10,102	10,102	10,860	11,675
BLACK, EDNA	9,348	10,102	10,102	10,860	11,675
BROWN, CONSTANCE	10,803	11,559	11,675	12,551	13,492
CARMAN, SARAH	12,484	13,358	13,491	14,503	15,591
FREEMAN, RONNIE	8,696	9,305	9,398	10,103	10,860
HENDERSON, ALVIN	8,696	9,305	9,398	10,103	10,860
HOPT, EDWIN	12,484	13,358	13,491	14,503	15,591
HULTS, THOMAS	12,484	13,358	13,491	14,503	15,591
LEMING, LESTER	12,484	13,358	13,491	14,503	15,591
MALASPINA, ARLENE	12,484	13,358	13,491	14,503	15,591
MAY, JOHN	10,049	10,752	10,860	11,675	12,550
MC MILLEN,	9,348	10,002	10,102	10,860	11,675
ROGERS, THOMAS	9,348	10,002	10,102	10,860	11,675
SCOTTI, LOUIS	13,420	15,000	15,000	17,000	18,275
SKEHAN, GERTRUDE	10,049	10,752	10,860	11,674	12,550
SUPULSKI, JOSEPH	13,420	15,000	15,000	17,000	18,275
VAN DYKE, JAMES	9,348	10,002	10,102	10,860	11,675
WEBER, MARGARET	12,484	13,358	13,491	17,000	18,275
WORRELL, PATRICIA	13,420	15,000	15,000	17,000	18,275
<del>BYRNE, CLAIRE</del>	<del>8,696</del>	<del>9,305</del>	<del>9,398</del>	<del>10,103</del>	<del>10,860</del>
LASHLEY, WILLIAM	8,696	9,305	9,398	10,103	10,860
PANGBORN, DAVID	10,049	10,752	10,860	11,675	12,550
SHILLING, SHIRLEY	7,525	8,200	8,200	8,815	9,476
MC GRATH, PATRICK J.	7,525	8,200	8,200	8,815	9,476
LOHMEYER, DEIDREA I.	8,089	8,655	8,742	9,398	10,103