

THIS BOOK DOES  
NOT CIRCULATE

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A G R E E M E N T

Between:

MONMOUTH COUNTY

and:

MONMOUTH COUNTY COURT HOUSE  
ATTENDANTS ASSOCIATION, INC.

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January 1, 1976 through December 31, 1977

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1978  
BY

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ARTICLE I

PREAMBLE

This Agreement made this 16<sup>th</sup> day of March, 1976,  
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 II

RECOGNITION OF ASSOCIATION

The Employer recognizes the Association as the sole representa-  
tive 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 III

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 IV

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 V

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 VI

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 VII

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 face, 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, for 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 VIII

##### 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 IX

##### 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 decision 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 Emotions (4:1-16.4);
5. Removal at End or During Working Test Period (4:1-15.7);
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 X

##### SALARY

Section 1: Effective January 1, 1976 the salary of each employee covered by this agreement who is in the services of the County of Monmouth on December 31, 1975 shall receive in addition to their salary rate as of December 31, 1975 a salary increase for the year 1976 of \$500.00.

Section 2: Effective January 1, 1977 the salary of each employee covered by this agreement who is in the services of the County of Monmouth on December 31, 1976 shall receive in addition to their salary rate as of December 31, 1976 a salary increase for the year 1977 of \$500.00.

Section 3: It is recognized that the above salary adjustments are in lieu of any other salary increment for the years 1976 and 1977.

#### ARTICLE XI

##### NO STRIKE, ETC.

Neither the Association nor any officers, agents or employees will instigate, promote, sponsor, engage in, or condone any strike, slowdown, concerted stoppage of work or any other intentional interruption of the operations of Monmouth County Sheriff's Office, regardless of the reason for so doing. Any or all employees who violation 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 XII

#### 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.

9 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 XIII

#### SEVERABILITY AND SAVINGS

If any provision 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 shall remain in full force and effect for the duration of this agreement, providing that all sections, paragraphs, subdivisions, clauses, or provisions of this 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.

IN WITNESS WHEREOF, the parties have herunto set their hands and seals at Freehold, Monmouth County, New Jersey, on this 16<sup>th</sup> day of March, 1976.

MONMOUTH COUNTY COURT HOUSE  
ATTENDANTS ASSOCIATION, INC.

BY: [Signature]

ATTEST:

[Signature]  
[Signature]

COUNTY OF MONMOUTH

BY: [Signature]

ATTEST:

[Signature]

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