

A G R E E M E N T

Between:

Monmouth County
THE BOARD OF CHOSEN FREEHOLDERS
OF THE COUNTY OF MONMOUTH

Court Clerks' Association
AND
1-1-81 - 12-31-82

MONMOUTH COUNTY
COURT CLERKS' ASSOCIATION

X JANUARY 1, 1981 through DECEMBER 31, 1982

LIBRARY
Institute of Management and
Labor Relations

OCT 6 1981

RUTGERS UNIVERSITY

No Agency Shop

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WHEREAS, the County by its agents and the Association by its agents entered into an Agreement on _____ which Agreement was approved by the County Clerk of Monmouth County and the Officer of the Association:

NOW, THEREFORE, the parties agree with each other as follows:

ARTICLE 1

RECOGNITION

1. The employer recognizes the Association as the sole and/or exclusive bargaining agent for the purpose of discussing proposals concerning establishing salaries, wages, hours and other conditions of employment for all of its employees in the classifications listed under Appendix A attached hereto, and by reference made a part of this Agreement, and for such additional classifications as the parties may later agree to include.

ARTICLE 2

DUES DEDUCTION

1. Upon receipt of a lawfully executed written authorization from an employee, the County agrees to deduct the regular monthly Association dues of such an employee from his pay and remit such deduction by the 10th day of the succeeding month to the official designated by the Association in writing to receive such deductions. The Association will notify the County in writing of the exact amount of such regular membership dues to be deducted. Such deductions shall be made

in compliance with N.J.S.A. 52:14-15.9(c) as amended. The authorization shall remain in effect unless terminated by the employee in accordance with N.J.S.A. 52:14-15(e) as amended.

2. The Association agrees to indemnify and hold the County harmless against any and all claims, suits, orders of judgments brought or issued against the County as a result of any action taken or not taken by the County under the provisions of this Article.

ARTICLE 3

MANAGEMENT'S RIGHT

1. The County possesses the sole right to operate County government and all management rights repose in it, subject only to the provisions of this contract and applicable law. These rights include, but are not limited to the following:

- A. To direct all operations of the County;
- B. To establish reasonable work rules and schedules of work;
- C. To hire, promote, transfer, schedule and assign employees to positions within the County;
- D. To suspend, demote, discharge and take over disciplinary action against employees;
- E. To relieve employees from their duties because of lack of work or any other legitimate reasons;
- F. To maintain efficiency of County government operations;
- G. To take whatever action is necessary to comply with State or Federal law;

- H. To introduce new or improved methods or facilities;
- I. To change existing methods or facilities;
- J. To determine the kinds and amounts of services to be performed as pertains to County government operation; and the number and kinds of classifications to perform such services;
- K. To contract out for goods or services;
- L. To determine the methods, means and personnel by which County operations are to be conducted;
- M. To take whatever action is necessary to carry out the function of the County in situations of emergency.

ARTICLE 4

HOURS OF WORK

1. The work week shall consist of five (5) consecutive days, Monday through Friday, inclusive. The work week shall consist of 32½ hours being 6½ hours in each day. The hours of work will begin at 8:30 a.m. and end at 4:00 p.m. with one hour for lunch.

ARTICLE 5

PAY SCALES

1. The 1981 and 1982 pay scales for all employees covered by this Agreement shall be as set forth in Appendix A attached.

2. During the term of this Agreement, the pay scales will not be changed unless by mutual consent of both parties.

3. For the years 1981 and 1982, the salary range for Court Clerks shall be \$10,000.00 - \$16,500.00.

4. An employee who performs work in a higher pay classification shall receive the minimum of the higher classification or an amount equal to five (5%) percent above his/her present salary, whichever is higher, provided, however, such assignment is authorized by the Department Director and County Administrator. When performing those duties an employee can be worked in a higher classification, at no increase in pay, for a reasonable time. Reasonable time being ten (10) days.

5. Those employees in this unit who receive a promotion to a higher classification shall receive the higher of the following: (1) a salary agreed upon or determined by the Court; (2) the minimum of the new salary range, or (3) a salary increase of five percent. The anniversary date for such employees shall not change.

ARTICLE 6

CALL IN TIME

Any employee who is requested and returns to work during periods other than his regularly scheduled shift shall be paid time and one-half for such work and is guaranteed not less than two (2) hours pay at the overtime rate, provided, however, if the employee elected to leave upon completion of the work assignment and such assignment requires two (2) hours or less, said employee will be paid a minimum of two (2) hours at the overtime rate.

ARTICLE 7

HEALTH BENEFITS

1. The County agrees to provide Hospital/Medical insurance through the New Jersey State Health Benefits Program to eligible employees and their families as defined in the amended program and set forth in the Group Insurance contracts issued to the State Health Benefits Commission.

2. The County agrees to provide retirement benefits to eligible employees in accordance with the provisions of the New Jersey Public Employees Retirement System.

3. The County agrees that should additional health benefits be granted willingly by the Board of Chosen Freeholders to any other bargaining unit under its control, the employees in this bargaining unit shall be automatically covered for said benefits. It is understood that said health benefits shall not apply to this unit should the Board of Chosen Freeholders give additional health benefits where arbitration applies or where said health benefits were given to another unit in lieu of wages.

ARTICLE 8

BEREAVEMENT DAYS

1. 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, grandparents, or any relative who had permanently resided in such employee's household. An employee shall submit verification thereof upon request.

ARTICLE 9

SICK LEAVE

1. All full time permanent, full time temporary or full time provisional employees shall be entitled to sick leave with pay.

(i) Sick leave which may be taken in one-half day units may be utilized by employees when they are unable to perform their 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 doctor that employee's services are needed for this family member.

(ii) The minimum sick leave with pay shall accrue to any full time permanent employee on the basis of one working day per month during the remainder of the first calendar year of employment after initial appointment and fifteen (15) working days in every calendar year thereafter, said fifteen (15) days to be credited effective January 1st of each succeeding year.

(iii) The Appointing Authority may require an employee who has been absent because of personal illness, as a condition of his/her return to duty, to be examined by a physician designated by the Appointing Authority. Such examination shall establish whether the employee is capable of performing his/her normal duties without limitations and that his/her return 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.

ARTICLE 10

MATERNITY LEAVE

Women employees who are permanent and completed their working test period may request that earned and accumulated sick leave be granted during the time prior to the expected date of confinement (date of delivery) and for one month after the actual date of confinement. Extended leave for child care will be considered under the provisions of leave without pay.

ARTICLE 11

SENIORITY

1. Seniority is defined as an employee's continuous length of service with the County beginning with his/her last date of hire.

2. Seniority shall be given preference in promotion, demotions, layoffs, recall, vacation and scheduling.

Where ability to perform work and physical fitness are considerations in application of the above paragraph, determinations shall be made by the County Courts.

3. The County 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 Association upon request.

4. The County shall promptly advise the appropriate Association representative of any changes which necessitate amendments to the seniority list.

ARTICLE 12

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 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 13
GRIEVANCE PROCEDURE

1. A grievance is defined as:

(1) A claimed breach, misinterpretation or improper application of the terms of this Agreement hereafter referred to as contractual; or

(2) A claimed violation, misinterpretation or misapplication of rules or regulations, existing policy or orders, applicable to the Division or Department which employs the grievant affecting the terms and conditions of employment.

A claimed grievance shall be discussed between the parties involved in the presence of an Association steward and, if unresolved after discussion, shall be resolved in the following manner:

Step 1: The Association steward or employee, or both, shall take up the grievance or dispute with the employee's Department Head 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 receipt of the grievance, the Department Head shall meet with the grievant to discuss the grievance. The Department Head shall render a decision to the grievant in writing within five (5) days after the meeting 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 County Clerk, with a copy to the Trial Court Administrator, within five (5) days from receipt of the response from the

Department Head. No later than ten (10) days after receipt of grievance, the County Clerk shall meet with the grievant to discuss the grievance. The County Clerk shall give an answer in writing, with a copy to the Trial Court Administrator, no later than five (5) days after the meeting.

Step 3: If the grievance is still unsettled, the Association may within fifteen (15) days after the reply of the County Clerk is due, by written notice to the County Clerk and the Trial Court Administrator request the Public Employment Relation Committee to supply the parties with a panel of arbitrators. The arbitrator shall be selected by the parties in accordance with the rules promulgated by the Public Employment Relations Commission. The decision of the arbitrator shall be final and binding on all parties; it being expressly understood that such binding arbitration is limited exclusively to disputes involving the application, meaning or interpretation of this Agreement.

2. Expenses for the arbitrator's services and the proceedings shall be borne equally by the employer and the Association. 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.

3. The Association will notify the employer in writing of the names of its employees who are designated by the Association to represent employees under the grievance procedure.

An employee so designated by the Association will be permitted to confer with other Association representatives, employees and employer representative regarding matters of employee representation, during working hours and without loss of pay provided, however, all said employees shall secure the permission of their immediate superior, which permission shall not be unreasonably withheld.

4. Representatives of the Association, who are not employees previously accredited to the employer in writing by the Association shall be permitted to come on the premises of the employer for the purpose of investigating and discussing grievances, so long as such right is reasonably exercised and there is no undue interference with work progress, provided, however, they first obtain permission to do so from the employee's department Director or his designated representative, permission for which shall not be unreasonably withheld.

ARTICLE 14

JOINT SAFETY COMMITTEE

1. The employer shall at all times maintain safe and healthful working conditions.

2. The employer and the Association shall each designate a safety committee member and two alternates. It shall be the joint responsibility of the members or their alternates to investigate and correct unsafe and unhealthful conditions. The members or their alternates shall meet periodically as

necessary to review conditions in general and to make recommendations to either or both parties when appropriate. The safety committee member representing the Association or one of his alternates, with the approval of the employer, shall be permitted reasonable opportunity to visit work locations throughout the employer's facilities for the purpose of investigating safety and health conditions during working hours with no loss of pay.

ARTICLE 15

DISCRIMINATION

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

2. 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 be no discrimination or coercion against any employee because of Association membership or non-membership.

ARTICLE 16

VACATIONS

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 leave shall be deducted from an employee's total continuous service for purposes of determining the earned service credit for vacation leave.

- A. One working day for each month worked during the first calendar year of employment.
- B. Twelve working days per year after the first calendar year of employment up to and including five years of service, earned at one day per month.
- C. Fifteen working days per year beyond five and up to and including twelve years, earned at one and one-fourth ($1\frac{1}{4}$) days per month.
- D. Twenty working days per year beyond twelve and up to and including twenty years, earned at one and two-thirds ($1\frac{2}{3}$) days per month.
- E. Twenty-five working days per year after twenty years of employment, earned at two and one-twelfth ($2\frac{1}{12}$) days per month.

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

ARTICLE 17

EMPLOYEE CLASSIFICATIONS

The classifications for employees covered by this Agreement are attached hereto as Appendix A and by reference are made part of this Agreement.

ARTICLE 18

BULLETIN BOARD

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. No locked glass enclosed bulletin board need be provided in the Court House.

2. The said bulletin board shall be used for posting of the following notices: Association Meeting, Association Elections, Association Election Returns, Association Appointments to office and Association recreational or social affairs. The posting of any notices shall be subject to approval by Department Head prior to posting.

3. The County 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 the County of Monmouth.

ARTICLE 19

SAVINGS CLAUSE

1. If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority or court of competent jurisdiction to be unlawful, unenforceable or not in accordance with applicable statutes, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

Upon request of either party, the parties agree to meet and renegotiate any provision so affected.

Notwithstanding anything in this Agreement to the contrary, the Employer, the County and the Association understand and agree that all provisions of this Agreement are subject to law. This Agreement shall not affect any rules, directives or policies of the Supreme Court, the Administrative Director of the Courts, or the Assignment Judge of Monmouth County, applicable to the employees of the County Clerk, nor shall this Agreement affect the Rules of Civil Service applicable to the employees of the County Clerk. It is further stipulated that this Agreement shall not affect any statutes or regulations made pursuant to any statutes applicable to employees of the County Clerk. In the event that any provision of this Agreement shall be rendered illegal or invalid under any applicable law or regulation, such illegality or invalidity shall affect only the particular provision which shall be deemed of no force and effect, but it shall not affect the remaining provisions of this Agreement.

ARTICLE 20

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.

ARTICLE 21

DURATION OF CONTRACT

The effective date shall be the 1st day of January 1981 and shall remain effective through the 31st day of December 1982. It shall be renewed from year to year thereafter unless either party shall give written notice of its desire to modify the Agreement. Such notice shall be certified mail by August 15th of any succeeding year

In the event that such notice is given, negotiations shall begin not later than 120 days prior to the anniversary date; this Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than 10 days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their proper officers and attested to on this 22nd day of December, in the year of Our Lord, One Thousand Nine Hundred and Eighty.

ATTEST:

Roy Kane
BY: **CLERK OF THE BOARD**

COUNTY OF MONMOUTH

Roy Kane
BY:

MONMOUTH COUNTY COURT CLERKS ASSOCIATION

ATTEST:

Phonice P. Madala
V. P. ...

Norman W. Amle
President