

AGREEMENT

MONMOUTH COUNTY ASSIGNMENT JUDGE, EMPLOYER

MONMOUTH COUNTY BOARD OF CHOSEN FREEHOLDERS,
EMPLOYER-FUNDING AGENT

and

COMMUNICATIONS WORKERS OF AMERICA

[COURT CLERKS]

JANUARY 1, 1989 through DECEMBER 31, 1991.

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THIS AGREEMENT dated the 14th day of DECEMBER ,
1989, between the ASSIGNMENT JUDGE OF THE COUNTY OF MONMOUTH
[hereinafter referred to as the Employer], the MONMOUTH COUNTY
BOARD OF CHOSEN FREEHOLDERS, [hereinafter referred to as the
Employer-Funding Agent], and the COMMUNICATIONS WORKERS OF
AMERICA, [hereinafter referred to as the Union] :

PREAMBLE

The Employer and the Employer-Funding Agent have voluntarily endorsed the practices and procedures 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; and

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; and

It is the intention of this Agreement to provide, where not otherwise mandated by statute or Court rule, for the salary structure, 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

The Employer and the Employer-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, classified and unclassified.

ARTICLE 2
DUES DEDUCTION

Section 1. Upon receipt of a written authorization from an employee, the Employer-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 CWA, c/o Secretary/Treasurer, 1925 K Street, N.W., Washington, DC 20006, 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.

2. The Union agrees to indemnify and hold the Employer and Employer-Funding Agent harmless against any and all claims, suits, orders or judgments brought or issued against them as result of any action taken or not taken by the Employer-Funding Agent under the provisions of this Article.

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 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. 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. 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 the Deputy 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 Deputy 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 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 Trial Court Administrator shall meet with the grievant to discuss the grievance. The Trial Court Administrator shall 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 his 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. 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
PAY SCALES

Section 1. Effective January 1, 1989, and retroactive to that date, employees on the payroll on December 31, 1988, and who are still employed on the date of ratification of this contract, shall receive a raise in base salary in the amount of 6.0 % of base salary.

Section 2. Effective September 1, 1989, and retroactive to that date, employees who are still employed on the date of ratification of this contract, shall receive an adjustment in salary reflecting a new minimum starting rate of \$ 15,000.00 and in accordance with the following methodology, which is based upon date of hire into the title of "Court Clerk":

1988-1989	\$ 15,000.00
1987	\$ 15,500.00
1986	\$ 16,000.00
1985	\$ 16,500.00
1984	\$ 17,000.00
1983	\$ 17,500.00
1982	\$ 18,000.00
1981 and earlier	\$ 18,500.00

The adjustments made to reflect a new minimum starting rate shall also provide that the minimum overall adjustment to salary for the year 1989, including the 6.0 % raise and the

adjustments on methodology, shall be \$ 2,000.00.

Section 3. Effective January 1, 1990, employees on the payroll on December 31, 1989, shall receive a raise in base salary in the amount of 6.0 % of base salary, provided, however, that if the County of Monmouth grants a general wage increase greater than 6.0 %, that greater amount will be provided here.

Section 4. Effective January 1, 1991, employees on the payroll on December 31, 1990, shall receive a raise in base salary in the amount of 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 5. The minimum starting salary for Court Clerks shall be \$ 15,000.00 in 1989, which amount shall be increased in 1990 to \$ 15,500.00 and to \$ 16,000.00 in 1991.

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 32 1/2 hours, being 6 1/2 hours in each day. The hours of work will begin at 8:30 A.M. and end at 4:00 P.M., inclusive of a one hour unpaid break for lunch.

ARTICLE 7

OVERTIME and CALL-IN TIME

Section 1. Court Clerks who are required to work overtime shall be compensated at their straight time rate for the first 7 1/2 hours of overtime work in a work week, up to a total of forty (40) hours of work in a week. Overtime work in excess of the first 7 1/2 hours, for time worked in excess of forty (40) hours in a work week, shall be compensated at the time and one-half rate.

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

Section 4. Overtime pay shall be provided in accordance with the Fair Labor Standards Act and the provisions set forth above.

ARTICLE 8
HEALTH BENEFITS

Section 1. The Employer-Funding Agent shall maintain the self-insurance program administered by the Rasmussen Agency for medical and major medical insurance, without substantial change in coverage or benefit level for 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 Employer-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 from the electing employee.

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

Section 4. Members of the Court Clerks Union shall continue to 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 Employer-Funding Agent agree to provide retirement benefits to eligible employees in accordance with the provisions of the New Jersey Public Employees Retirement System.

ARTICLE 9

LEAVES

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 which may be taken in one-half day units may be utilized by employee 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) 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) days 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) The Employer may require an employee who has been absent because of personal illness, as a condition of return to duty, to be examined by a physician designated by the Employer. Such examination shall establish whether the employee is

capable of performing his/her normal duties without limitations and that his/her 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 County.

Section 2. 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 seeing 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 3. 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, grandparents, or any relative who had permanently resided in such employee's household. An employee shall submit verification thereof upon request.

Section 4. 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 10

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 enumerated in Section 1 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 rescheduled by the employee, subject to the Employer's approval. If the Employer determines that 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. 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 with pay or ordered.

ARTICLE 11

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 ($1 \frac{1}{4}$) 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 ($1 \frac{2}{3}$) days per month.

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

SENIORITY

Section 1. Seniority is defined as an employee's continuous service in the position of certified Court Clerk.

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

ARTICLE 13

MISCELLANEOUS PROVISIONS

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

The said bulletin board may be used for posting of the following notices: Union Meeting, 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 Department Head prior to posting.

Section 2. Buzzer System. A buzzer system shall be installed in the bail department.

Section 3. Automobiles. 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.

Section 4. Parking Permits. The Employer agrees to issue parking permits to all Court Clerks for designated spaces if or when the program for designated parking spaces is reinstated.

ARTICLE 14

POLICY ON NEW JERSEY DEPARTMENT OF PERSONNEL

Section 1. The administrative and procedural provisions and controls of the New Jersey Department of Personnel 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 it is inconsistent with New Jersey Supreme Court rules and policies governing administration of the Courts and R. 1:33 appointments made during the term of this Agreement.

ARTICLE 15

JOINT SAFETY COMMITTEE

Section 1. The Employers and Funding Agent shall at all times maintain safe and healthful working conditions.

Section 2. The Employers and the Union 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 or unhealthful conditions. The members or their alternates shall meet periodically, as necessary, to review conditions and to make recommendations when appropriate. The Safety Committee member representing the Union or one of its alternates, with the approval of the Employer, shall be permitted reasonable opportunity to visit work locations for the purpose of investigating safety and health conditions during working hours with no loss of pay.

ARTICLE 16
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 17
SEVERABILITY CLAUSE

Section 1. In the event any Federal or State law, or any determination having the force and effect of law, including rules, regulations or directives of the Chief Justice, Supreme Court of New Jersey or the Administrative Director of the Courts, conflicts with the provisions of this Agreement, the provisions so affected shall no longer be operative or binding upon the parties, but the remaining portions of the Agreement shall continue in full force and effect. The parties will meet within thirty (30) days to negotiate the impact of items so severed.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their proper officers and attested to on this 14 day of December , 1989:



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



MONMOUTH COUNTY BOARD OF CHOSEN FREEHOLDERS
BY: HARRY LARRISON, JR., DIRECTOR



COMMUNICATIONS WORKERS OF AMERICA
BY:

BY: _____