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MONMOUTH COUNTY JUDICIAL EMPLOYEES' COLLECTIVE AGREEMENT

JANUARY 1, 1993 - DECEMBER 31, 1993

Revised 3/11/93

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1993 MONMOUTH COUNTY JUDICIAL EMPLOYEES' COLLECTIVE AGREEMENT

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ARTICLE I - AGREEMENT

THIS AGREEMENT is entered into this _____ day of _____, 1993 by and between the MONMOUTH COUNTY ASSIGNMENT JUDGE, hereinafter referred to as the "Employer" and the COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO, hereinafter referred to as the "Union", and the MONMOUTH COUNTY BOARD OF CHOSEN FREEHOLDERS, hereinafter referred to as the "Employer-Funding Agent" for the purpose of establishing wages, hours of work and other terms and conditions of employment and for the equitable resolution of disputes.

ARTICLE II - RECOGNITIONSection 1

The Employer recognizes the Union as the sole and exclusive majority representative for collective negotiations concerning the establishment of rates of pay, hours of work and other terms and conditions of employment for white collar clerical employees of the Employer in the following job classifications:

Account Clerk
Account Clerk Typist
Sr. Account Clerk Typist
Principal Account Clerk Typist
Agency Aide
Clerk
Clerk Typist
Sr. Clerk Typist
Principal Clerk Typist
Clerk Stenographer
Sr. Clerk Stenographer
Principal Clerk Stenographer
Data Control Clerk
Sr. Data Control Clerk
Principal Data Control Clerk
Docket Clerk (Typist)
Sr. Docket Clerk (Typist)
Principal Docket Clerk (Typist)
Investigator
Sr. Investigator
Court Aide
Court Attendant
Data Entry Machine Operator
Sr. Data Entry Machine Operator
Principal Data Entry Machine Operator
Investigator (All Variations)
Messenger

but excluding managerial executives, probation officers, confidential employees, secretaries to the Judges, professional employees, law clerks, police employees, craft employees, employees assigned to the office of the County Clerk, the Office of the Surrogate, the Office of the Sheriff and employees in other collective negotiations units.

Section 2

Whenever titles are used in the Agreement they shall be understood to include the plural as well as the singular and to include the female as well as the male.

ARTICLE III - SALARIES

Section 1

All employees in the unit employed by the Judiciary on or before December 31, 1992, and who are employed by the Judiciary on the date of final ratification of this Agreement by the parties and the County, shall receive a raise of five percent (5%) effective January 1, 1993.

The raises for 1993 shall be retroactive to January 1, 1993.

Section 2

Employees serving in the title of bilingual investigator will receive an annual stipend of \$200.00.

ARTICLE IV - HOURS OF WORK/OVERTIME

All members of the bargaining unit covered by this Agreement shall have a workweek of thirty-five (35) hours. The standard workday shall consist of seven (7) hours; in addition, there shall be a one (1) hour unpaid lunch period and two (2) fifteen (15) minute breaks scheduled during the first half and second half of the workday. The standard workweek shall consist of thirty-five (35) hours in five (5) consecutive days, Monday through Friday.

Hours worked between thirty-five (35) and forty (40) for all members of the bargaining unit shall be compensated at straight time, hour for hour, on a cash only basis.

Hours worked in excess of forty (40) hours per week shall be governed by the Fair Labor Standards Act (FLSA) regulations. (Employees will be compensated at the rate of one and one-half (1 1/2) times the employee's regular rate of pay for these hours including time worked for all Saturdays and Sundays).

ARTICLE V - TRAVEL EXPENSE

Each employee covered under the terms of this Agreement, who is required to use his/her personal automobile in the performance of his official duties shall receive eighteen cents (\$.18) per mile.

ARTICLE VI - SUPPER ALLOWANCE

Effective upon the implementation of this Agreement, all employees who are required to remain on duty through the supper hour (after 6:00 p.m.) shall receive a supper allowance in the sum of seven dollars (\$7.00). Reimbursement shall be made after submission of a voucher.

ARTICLE VII - HEALTH AND WELFARE

Employees shall continue to be provided with all health and welfare benefits presently granted to Monmouth County employees generally.

If the County offers its employees generally the option of other medical insurance coverage, the same option shall be afforded unit members subject to the County's policy for implementation of the plan.

If, during the terms of this Agreement, the County grants to its employees generally any additional health and welfare benefits or provides any expanded coverage, and such benefits were not a subject of negotiations for this Agreement, the Assignment Judge may grant such benefit to unit members or shall reopen this matter for further negotiation.

ARTICLE VIII - HOLIDAYSSection 1

Employees shall be entitled to all legal holidays and such other days off as shall be determined by the Judiciary. Pursuant to N.J.S.A. 36:1-1, these legal holidays shall include:

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

Section 2

Holidays falling on a Sunday will be observed on the following Monday; holidays falling on a Saturday will be observed on the preceding Friday, if so recognized as a holiday by the Governor and the Chief Justice.

ARTICLE IX - VACATIONS

Vacation leave with pay shall be provided as follows:

- 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 up to and including five (5) years of service, earned at one (1) day per month.
- 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.

Vacation is granted upon recommendation of the Department Director with the approval of the Employer, scheduled with full consideration for the effective operation of the department. Employees with the greatest length of service receive preference in choice of vacation period insofar as effective staffing requirements permit.

At the time of separation from service, the employee shall be entitled in time or in pay to any vacation accumulated and not previously used. If the employee has used anticipated, but unearned vacation leave, he must make compensation for the time used. An employee must terminate after the fifteenth (15th) of the month to be credited with service for that month. In determining the monthly computation days for earned vacation, employees hired between the

first (1st) and the fifteenth (15th) of the month will be credited for vacation leave purposes. Any employee hired after the fifteenth (15th) of the month will not receive credit for that particular month.

One (1) week vacation may be carried over to the next succeeding calendar year, because of the pressures of work. This will be allowed with the approval of the Department Director.

Court Aides and Attendants hired prior to the signing of this Agreement shall continue to enjoy their current vacation practice. Those Aides and Attendants hired after ratification of this Agreement shall enjoy the same vacation plan as the remaining bargaining unit covered by this Agreement.

ARTICLE X - SICK LEAVE

Sick leave shall be defined as absence from post of duty of an employee because of illness, accident, exposure to contagious disease, or attendance upon a member of the employee's immediate family seriously ill requiring the constant care of such employee, but such sick leave shall not include any extended period where the employee serves as nurse or housekeeper during this period of illness.

Eligible full-time employees shall earn sick leave according to the following schedule:

- A. One (1) day per month worked during the first calendar year of employment; and
- B. One and one-quarter (1 1/4) days per month worked during each year thereafter.
- C. Sick leave can be taken in less than full periods, it being understood and agreed that an absence from work for four (4) hours or less shall be considered one-half (1/2) day, and an absence from work for four (4) hours or more shall be considered as one (1) full day.

Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purposes.

If an employee is absent for reasons that entitle him to sick leave, his supervisor shall be notified promptly. Such notification shall be made at least fifteen (15) minutes before and not later than fifteen (15) minutes after the employee's scheduled reporting time.

The employer may require proof of illness of an employee on sick leave, however, an employee who shall be absent on sick leave or five (5) or more consecutive working days shall be required to submit acceptable medical evidence for any additional sick leave in that year unless such illness is of a chronic or recurring nature requiring recurring absences of one (1) day or less, in which case only one (1) certificate is necessary for a period of six (6) months.

An employee who is absent for a period of five (5) calendar days or more without reporting to the Employer, shall be considered as having resigned not in good standing. An unauthorized absence will result in the loss of that day's pay and the employee must notify the employee's Department Director within fifteen (15) minutes of the workday on return to work.

ARTICLE XI - PERSONAL DAYSSection 1

All permanent, full-time employees shall be entitled to three (3) personal days per year with pay.

Section 2

Request for personal days shall be made in writing and approved in advance of the requested date or dates from the employee's immediate supervisor. Application for personal days shall be made at least five (5) working days in advance of the requested date or dates from the employee's immediate supervisor. Application for personal days shall be made at least five (5) working days in advance, when possible, unless in case of emergency.

Section 3

All personal days are subject to approval by the Department Director or his/her designee.

Section 4

Personal days must be used within the calendar year and shall not be cumulative from year to year.

ARTICLE XII - BEREAVEMENT LEAVESection 1

All full-time employees are entitled to use up to three (3) bereavement days leave with pay. Bereavement days shall be permitted upon each death occurring in the employee's immediate family, defined as: spouse, children, parents (parental in-laws), brother, sister, grandparents of employee or spouse, grandchildren, or any other person if living as a member of the employee's immediate household.

Section 2

The employee's immediate supervisor must be notified when the employee is absent for bereavement reasons. Reasonable proof of death and relationship may be required by the Employer.

ARTICLE XIII - MATERNITY/PATERNITYSection 1

Employees seeking maternity/paternity benefits may utilize accumulated sick leave one (1) month prior to the delivery date, and up to six (6) weeks thereafter. The use of such sick leave is subject to medical verification. Any subsequent leave of absence thereafter shall be subject to approval by the Judicial Department Director. In considering such leave application, a determining factor shall be the needs of the department.

Section 2

Approval for a leave of absence without pay, in relation to maternity/paternity leave, may be granted for up to three (3) months. However, this three (3) month leave is not automatic and will be considered depending on the department's needs. Such three (3) month period will commence six (6) weeks after the birth of a child.

ARTICLE XIV - JURY DUTY

Should an employee be obligated to serve as a juror, he/she shall receive full pay from the Employer for all time spent on jury duty. Any remuneration received by the employee from the courts for serving as a juror shall be assigned to the Employer.

ARTICLE XV - MANAGEMENT RIGHTSSection 1

To ensure the effective and efficient administration of the duties and responsibilities vested in the Judiciary by statute, court rules and judicial policy, the Assignment Judge representing the Superior Court and management hereby reserve and retain unto themselves all the powers, rights, authority, duties and responsibilities conferred upon and vested in them by law prior to the signing of this Agreement. Among the rights which Management retains, but not limited to them, are the following:

- A. To manage and administer the affairs and operations of the Judiciary;
- B. To direct its work forces and operations;
- C. To hire, promote, assign and transfer personnel;
- D. To schedule and determine work assignments;
- E. To demote, suspend, discharge or otherwise take action of a disciplinary nature against "provisional or temporary" employees;
- F. To demote, suspend, discharge or otherwise take disciplinary action for just cause against "permanent" employees in accordance with applicable statutes and court rules;
- G. To promulgate rules and regulations from time to time, which may affect the orderly and efficient administration of the Courts. It is understood that such rules and regulations as order by statute, court rule or court policy, may be instituted without prior notice and that other regulations covering local working conditions will be instituted upon notification by the Assignment Judge, which need not be in writing.

Section 2

The parties to this Agreement acknowledge that the New Jersey Constitution, Statutes and Court Rules provide for the involvement of the Chief Justice and the Supreme Court, the Administrative Director of the Courts and the Assignment Judge of the County in the administration of the Courts. The parties hereby recognize and agree to respond and comply to the requests, promulgated standards and pronouncements of these aforementioned parties as they exercise their lawful rights.

Section 3

The Assignment Judge and Management's use and enjoyment of their powers, rights, authority, duties and responsibilities, the adoption of its policies and practices or the promulgation of rules and regulations in furtherance thereof, and the exercise of discretion pursuant thereto, shall be limited only by the terms of this Agreement and to the extent same conform to the court rules and other laws of New Jersey and the United States.

Section 4

Nothing contained in this Agreement shall operate to restrict the Assignment Judge and Management in the exercise of their rights, responsibilities and authority pursuant to the laws of this State or of the United States.

Section 5

Any written County policies currently in effect which affect Judicial employees shall be given to the Union.

New policies, as they are issued, shall be transmitted to the Department Director for distribution to the appropriate Union representative.

ARTICLE XVI - UNION RIGHTSSection 1

The Union may designate four (4) Union representatives and four (4) alternates for the purpose of formally representing the employees in Union related matters. Such designations shall be in writing and may be changed on due notice to the Employer.

Section 2

Time off with pay shall be provided for four (4) representatives of the Union for the purpose of handling employees' grievances and to attend their organization's national, state, and Local meetings. Such time off with pay shall not exceed six (6) days each in each calendar year, an aggregate of eighteen (18) days and cannot interfere with the employee's official duties. Such leave shall be reported to the Judicial Department Director. Notice for such leave shall be given five (5) days in advance, in writing.

SECTION 3

The Employer agrees to maintain a bulletin board for the use of the Union. The Union may post notices of meetings, official Union business, or social and recreational events.

Section 4

Authorized Union representatives not to exceed four (4) shall be released from duty for such collective negotiation sessions as are mutually scheduled to take place during work time and shall suffer no loss in regular pay.

Section 5

The Employer agrees to deduct from the pay of each employee who furnishes a written authorization for such deduction in a form acceptable to the Employer, the amount of Union dues. The amounts to be deducted shall be certified to the Employer by the Secretary-Treasurer of the Union and the aggregate deductions of all employees shall be remitted to the Secretary-Treasurer, Communications Workers of America, AFL-CIO, 1925 K Street N.W., Washington, D.C. 20006 by the tenth (10th) day of the month following the calendar month in which such deductions were made, together with a list of names of all employees for whom such deductions are made. The Union will notify the employer, in writing, at least thirty (30) days in advance of any change in dues structure.

The Union agrees to indemnify and hold the Employer-Funding Agent harmless against any and all claims, suits, orders or judgements brought or issued against the Judiciary or the County with regard to the dues check-off.

ARTICLE XVII - GRIEVANCE PROCEDURESection 1

The purpose of the grievance procedure is to secure, at the lowest possible level, resolutions to problems.

Section 2

A "grievance" shall be defined as any controversy or dispute arising between the parties hereto relating to the alleged violation, interpretation or application of any of the provisions of this Agreement.

Section 3

A grievance to be considered in this procedure must be initiated by the employee within fifteen (15) calendar days from the time the employee knew or should have known of its occurrence.

Section 4

Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

Section 5

It is understood that the employee shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Employer until such grievance has been fully determined.

Section 6Step 1

The grievance shall first be taken to the employee's immediate supervisor who shall make an effort to resolve the problem within a reasonable period of time; within three (3) working days. At this level, a complaint or grievance need not be in writing. The time limit in this step may be extended by mutual consent.

Step 2

If not resolved at the supervisory level, the grievance shall be put in writing, to the Department Director, who shall acknowledge its receipt within three (3) working days and shall render a decision within five (5) working days hereafter. In the case of absence of the Department Director, the grievance may be handled by a designated assistant or it may proceed to the next step with the approval of both parties. The time limit in this step may be extended by mutual consent.

Step 3

If the employee is not satisfied with the decision of the Department Director, he/she may choose to utilize one of the following two options:

- a. The employee may appeal to the New Jersey Department of Personnel under the laws and rules governing the operation of that agency provided that the Commission agrees to hear the case; or

- b. The employee may appeal to the Superior Court Assignment Judge, in which case the decision of the Assignment Judge or his designee shall be final and shall be rendered with reasonable promptness. The Assignment Judge may designate any Court employee or other representative who is not an employee of the Courts, to hear and make recommendations to him for disposition.

All grievances and complaints that are related to Judicial policy and/or the authority of the Chief Justice, Supreme Court, Administrative Director of the Courts or the Assignment Judge under Rule 1:34-4 and any other applicable statute or court rule shall be limited to Step 3(b). In using the grievance procedure established herewith, an employee is entitled at each step to be represented by an attorney of his/her own choosing, and/or by a bona fide member of the Union designated to represent him/her pursuant to this Agreement.

ARTICLE XVIII - PERSONNEL FILES

Section 1

Each employee shall have access to his/her own personnel files during reasonable working hours upon written request to the Department Director. Upon examination of said documents, each document shall be initialed by the employee concerned. The signature affixed by the employee to any document in such file shall not indicate in any way that the employee agreed with the contents of the file. The signature will be affixed only to show the file has been reviewed by the employee. The employee shall have the right to respond in writing to any document in the file. Such response shall become part of the personnel file.

Section 2

Copies of all material presently in or added to the employee's departmental personnel file shall be provided to the employee upon request.

ARTICLE XIX - SENIORITY

Seniority shall be defined as an employee's total length of continuous service with the Employer, beginning with the last date of hire. Employees who have the same date of hire shall have their seniority determined alphabetically, with "A" being most senior and on to "Z" as least senior.

ARTICLE XX - PROMOTIONAL INCREASE

An employee promoted by New Jersey Department of Personnel certification or provisional appointment shall have his/her base salary increased by six percent (6%) or shall receive the minimum salary for the new position, whichever is greater.

ARTICLE XXI - LAY-OFF AND RECALL PROCEDURE

Section 1

When the employer deems it necessary to lay off employees in a given class, the Union shall be notified and the conditions outlined below shall be observed.

Section 2

Permanent employees within a classification will not be laid off before any temporary appointments, provisional appointments to permanent positions or employees serving in working test periods within the classification affected.

Section 3

The employer shall provide a maximum of forty-five (45) calendar days notice of lay off to any permanent employee to be affected in accordance with Department of Personnel Rules and Regulations.

Section 4

Job classification seniority shall be a determining factor to be considered when identifying which permanent employees are to be laid off according to Department of Personnel Rules and Regulations.

Section 5

Permanent employees affected by lay off requirements may exercise bumping rights within their job classification or to equated or lower rated job classification as provided according to Department of Personnel Rules and Regulations.

Section 6

The name of the permanent employee who is laid off shall be placed on a special reemployment list. Persons on such list will be given preferential consideration over any other type of applicant for appointment to the job classification and no new employee shall be hired to that classification until all employees on lay off status desiring to return to work shall have been recalled, provided such employees on lay off status are capable of returning to work. The employee must provide the Employer with any address change while waiting for recall. The preferential list shall be in effect for such period as provided for by Department of Personnel Rules and Regulations. If Department of Personnel fails to specify a specific period for such list, then it shall remain in effect for a period of one (1) year.

Section 7

Permanent employees will be recalled to work in the reverse order in which they were laid off. Notice of recall will be made in writing by certified mail to the employee's home address of record.

Section 8

An employee who is recalled must respond within five (5) calendar days of the date of receipt of the notice of certification for recall or within ten (10) days of the mailing or be considered to have abandoned his recall rights and resigned.

Section 9

An employee recalled to his former job classification must report for reinstatement within the specified time limits or be considered to have resigned.

Section 10

An employee recalled to job classification with a lower salary rate than his previous job classification may refuse such position but will be eligible for further recall.

Section 11

An employee on lay off accrues no additional sick leave or vacation credits. When an employee is recalled from lay off and reinstated, he is considered to have continuous service credit for computation of future earned vacations.

ARTICLE XXII - PROMOTIONS/JOB POSTINGSSection 1

The Employer will endeavor to fill permanent job openings by promotion, provided that those employees considered possess the requirements enunciated by the New Jersey Department of Personnel and are subsequently certified by the New Jersey Department of Personnel.

Section 2

A job opening in the bargaining unit and notices of examination shall be posted on an appropriate bulletin board at all work sites for a period of seven working days.

Section 3

All copies of promotional announcements and job postings for all employees covered by this Agreement shall be sent to the President/Vice-President of the Judicial Bargaining Unit.

ARTICLE XXIII - CONFERENCES AND EDUCATIONAL PROGRAMSSection 1

Upon approval of the Department Director and within budgetary limitations, employees may attend approved meeting, seminars and conferences. Reimbursement for traveling and maintenance expenses shall be made upon presentation of proper vouchers.

Section 2

The Department Director shall, as he receives information, make employees aware of educational programs that are financed and initialed by Federal and State authorities by posting all such information and issuing a copy of said notice to the Shop Steward. The Department Director shall also render assistance as is required to permit the employees to partake of the aforementioned programs.

ARTICLE XXIV - SUGGESTION AWARD PROGRAM

The Employer and the Union agree that workers from time to time are able to suggest ways of improving the operation of certain work units. To encourage incentives of this nature, the Employer agrees to continue utilizing the existing county program with awards to those employees whose ideas and suggestions prove meritorious. The benefits of this program will foster work incentive and improved morale.

ARTICLE XXV - LABOR MANAGEMENT COMMITTEE

Representatives of the Union meet with the Assignment Judge or his designees to discuss matters of specific interest and concern that do not necessarily involve a grievance or complaint. The party requesting the meeting shall prepare a written agenda and shall submit it to the parties for their review prior to the scheduling of a meeting date.

ARTICLE XXVI - NON-DISCRIMINATION

The Employer will not discriminate against any employee covered by this Agreement because of the employee's race, creed, color, sex, age, union affiliation, national origin or Union activity.

ARTICLE XXVII - POLICY ON NEW JERSEY DEPARTMENT OF PERSONNEL

The administrative and procedural provisions and controls of 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 inconsistent with New Jersey Supreme Court rules and policies governing administration of the Courts.

ARTICLE XXVIII - SEVERABILITY

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 Administrative Director of the Courts) conflicts with the provisions of this Agreement, the provision or provisions so affected shall no longer be operative or binding upon the parties, but the remaining portion of the Agreement shall continue in full force and effect. The parties will meet within thirty (30) days to renegotiate the item so severed.

ARTICLE XXIX - CONCLUSIVENESS OF AGREEMENT

This Agreement constitutes the final and complete understanding between the parties of all negotiable issues, subject to the right of the parties to reopen discussion on any such issue, but only by their mutual consent and upon the happening of some unforeseen event.

ARTICLE XXX - MAINTENANCE OF BENEFITS

All benefits recognized by the Judge as benefits and within his exclusive control in effect at the commencement of this Agreement shall be retained during the terms of this Agreement unless modified or abridged by the provisions contained in this Agreement.

ARTICLE XXXI - FLEX TIME

An employee may request to work hours starting at 8:00 a.m., 8:30 a.m. or 9:00 a.m. provided a written request is submitted and based on the needs of the Department. Management may approve the flexible schedule.

ARTICLE XXXII - HEALTH AND SAFETY

The County will make every effort to maintain a healthy and safe work environment.

ARTICLE XXXIII - UNIFORM ALLOWANCE AND MAINTENANCE

Court Aides and Attendants who are required to wear a uniform to work shall be provided with a uniform and maintenance allowance as follows:

1993: \$650 for uniform maintenance shall be paid out with the first pay of January 1993. An additional \$200 will be provided for uniform purchases and receipts will be required to verify these purchases.

Court Aides and Court Attendants shall maintain a clean and neat appearance at all times. Court Aides and Attendants shall have their uniforms cleaned and pressed at least once per month.

ARTICLE XXXIV - DURATION OF AGREEMENT

Section 1

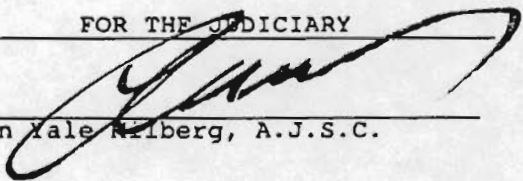
Unless otherwise provided in this Agreement, the provisions of this Agreement shall be retroactive to January 1, 1993 and shall remain in full force and effect until December 31, 1993. By mutual concurrence of the parties, the Agreement may be continued for an additional time period.

Section 2

A written notice to terminate or modify this Agreement is required to be given at least sixty (60) days prior to December 31, 1993.

In witness of this Agreement, the parties to it have affixed their signature this 25th day of March 1993.

FOR THE JUDICIARY



Alvin Yale Halberg, A.J.S.C.



Monmouth County Board of Chosen Freeholders

FOR THE UNION

