

AGREEMENT

Ocean County Board of Chosen Freeholders
and the Assignment Judge

THIS AGREEMENT, made on the 25 day of April, 1984, ^{and} among The Board of Chosen Freeholders, County Clerk and the Assignment Judge of the County of Ocean, in the State of New Jersey, a public employer with its main office at Hooper Avenue, Toms River, New Jersey, hereinafter referred to as the "County", and the Superior Court Clerks Association, a recognized bargaining association, hereinafter referred to as the "Association".

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Management and
Labor Relations

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ARTICLE I

PURPOSE

The purpose of this Agreement is to set forth herein negotiations, terms and conditions of employment to be observed between the parties hereto.

ARTICLE II

RECOGNITION OF ASSOCIATION

The Assignment Judge recognizes the Superior Clerks Association as the sole and exclusive representative of all employees in the class for the purpose of negotiating matters relating to salaries and terms and conditions of employment.

**THIS DOES NOT
CALCULATE**

ARTICLE III

MANAGEMENT RIGHTS

A. The County hereby retains and reserves unto itself without limitation, all powers, rights, authority, duties and responsibilities conferred upon it and vested in it by the laws and constitution of the State of New Jersey and the United States, except as may be specifically modified by this Agreement.

B. All of the terms and conditions of employment not specifically set forth herein, or not specifically covered by existing statutes, are hereby reserved by the County as its management prerogatives and rights.

x April 1, 1984 - March 31, 1986

ARTICLE IV

NO STRIKE CLAUSE

During the period of time of this Agreement, and notwithstanding any change in existing law, the Association and its employees, shall not have the right to engage in any slowdown, work stoppage, strike or similar type of concerted action activity. The sole method for resolving any disagreement concerning this Agreement or other elements of the employment relationship shall be covered by the procedure contained in this Agreement.

ARTICLE V

GRIEVANCE PROCEDURE FOR JUDICIAL EMPLOYEES

Any grievance or dispute which may arise between or among the parties, including the application, meaning or interpretation of the Agreement, shall be heard and determined in accordance with the following:

Step 1: The employee shall set forth, in writing, and within five (5) days of the occurrence of a grievable matter, the specific facts upon which the grievance is based and shall present the same, personally or by a Union representative, to the Department Head. Within two (2) working days of his receipt of such written grievance, the Department Head shall notify the grievant's immediate supervisor, who shall have three (3) working days to attempt an informal resolution of the grievance.

Step 2: If the supervisor fails to resolve the grievance informally, he/she shall notify the Department Head who shall schedule a hearing and render a written decision with fifteen (15) working days.

Step 3: If the determination of the Department Head is adverse to the grievant, the grievant may appeal, by letter, to the Assignment Judge of Ocean County, or his designee, within ten (10) days from the date of the receipt of the decision of the Department Head. The grievant shall attach to the letter of appeal, a copy of the original grievance, as well as a copy

of the decision of the Department Head. Within twenty (20) working days after receipt of the letter of appeal, the Assignment Judge, or his designee, shall schedule a hearing and render a written decision.

The failure of the supervisor, Department Head, or Assignment Judge to act within the time limitations prescribed herein shall constitute a denial of or adverse determination of the grievance and the grievance shall be deemed pending in the next step of the procedure.

ARTICLE VI

SHOP STEWARD

The Court Clerks shall elect among themselves, a Shop Steward, who shall attempt to mediate any problems that may arise within the group, and the said Shop Steward shall serve for the life of the contract.

ARTICLE VII

ADHERENCE TO CIVIL SERVICE RULES

The administrative and procedural provisions and controls of Civil Service Laws 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 VIII

HOURS OF WORK

The work hours for the Court Clerks are to be designated by the Board of Chosen Freeholders and the Assignment Judge of Ocean County, with one (1) hour for lunch, and these are to remain in effect until mutually changed.

ARTICLE IX

SALARIES

1. Effective April 1, 1984, the minimum starting salary for the position of Court Clerk shall be \$10,250. per annum. Effective April 1, 1985, the minimum starting salary shall be \$10,500. per annum.
2. The salaries of members of the bargaining unit, retroactive to April 1, 1984, shall be as set forth below:

Fullin	\$22,262.00	Scheiderman	\$13,484.88
Kehoe	\$22,023.00	Toddings	\$13,484.88
Pankseep	\$22,023.00	Rezac	\$13,433.04
Gardner	\$19,539.00	Dwyer	\$13,251.60
Kolesar	\$19,539.00	Hume	\$12,870.00
Wasuk	\$15,604.26		

3. Effective April 1, 1985, all members of the bargaining unit shall receive a salary increase of \$1,025.00 each.

ARTICLE X

OVERTIME

A. All employees shall be expected to complete their work in the time allotted for the normal working day. Any employee scheduled to work beyond their regularly scheduled work day shall be paid at the rate of time and one-half, after 40 hours of work have been completed during a Monday through Friday work week.

B. Employees scheduled to work on Saturdays, the sixth workday, shall receive time and one-half (1½X) for all hours worked.

C. Employees scheduled to work on Sunday, shall receive time and one-half (1½X) for all hours worked.

D. If an employee is required to work on a holiday, he or she will be paid double time, plus the holiday pay.

E. Call-in pay of three (3) hours minimum for emergencies or re-call from vacation, shall be paid to all employees called to work by their supervisor, Department Head or other recognized authority or representative of the employer.

F. Court Clerks shall earn compensatory time for hours they are required to work in excess of sixty-five (65), though less than eighty (80) hours, during any given two-week payroll period, or, at the discretion of the Trial Court Administrator, cash payment for the additional hours worked on a straight time basis. Compensatory time shall be earned at the rate of straight-time for the actual amount of time worked, in fifteen (15) minute increments. Compensatory time may be utilized by Court Clerks subject to prior written approval of the Assignment Judge, Department Head and/or their designees.

ARTICLE XI

HOLIDAYS

Holidays will be granted by Order of the Assignment Judge, based upon the determination of the Supreme Court.

ARTICLE XII

LONGEVITY PAY

Longevity pay for all classified permanent Court Clerks with ten (10) or more years of continuous and unbroken service to the County of Ocean will be based upon the schedule set forth below. This schedule becomes effective on April 1, 1984:

10 years	2.5% of salary
15 years	3.6% of salary
20 years	4.7% of salary
25 years	5.0% of salary
30 years	6.0% of salary

ARTICLE XIII

BEREAVEMENT PROVISION

All employees shall receive up to three (3) days leave in the event of the death of a spouse, child, parent, son-in-law, daughter-in-law, father-in-law, mother-in-law, brother, brother-in-law, sister, sister-in-law, grandparent, aunt, uncle of the employee, grandchild and any other member of the immediate household, such leave being separate and distinct from any other leave time. All such leave will not be taken until the immediate supervisor or Department Head is notified.

of the instance of the bereavement. The employing authority may require proof of loss of the deceased whenever such requirement appears reasonable.

ARTICLE XIV

HOSPITAL, SURGICAL AND MAJOR MEDICAL BENEFITS

All employees covered by this contract shall be permitted to enroll in the revised, prevailing fee group hospital and medical plan and Major Medical plan on the first of the month following three (3) full months of employment. There shall be no change in the Group hospital medical plan or any type of insurance presently maintained and paid by the employer on behalf of the employees as shown, except in the case of a new plan that is equivalent or better.

For enrolled employees who have satisfied the three month waiting period, the County will reimburse the deductible amounts specified under the prevailing County plan to a maximum of \$100.00 per year for those employees with Single coverage and to a maximum of \$200.00 per year for those employees with Family coverage.

ARTICLE XV

MILEAGE

All employees who have approval to use their personal vehicles for County business, shall be reimbursed @20¢ per mile, plus tolls, if any should apply. All employees will report their mileage on the appropriate form and will use the appropriate voucher as prepared by the County.

All such employees shall carry liability insurance as required by the Board of Chosen Freeholders for County employees, and shall file an insurance certificate with the County reflecting such coverage.

ARTICLE XVI

DUES CHECKOFF

The employer agrees to deduct from the earnings of each employee of the Association, dues when said employee has properly authorized such deduction in writing. The Association will indemnify, defend and save harmless, the County against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the County in reliance upon salary deduction authorization cards submitted by the Association to the County.

ARTICLE XVII

JOB CLASSIFICATION

A. Employees will normally work only in their own classification. If the employee must work in a higher job classification for three (3) or more days, he or she shall receive either the rate of pay of the person he or she is replacing, or the rate of pay which he or she is presently receiving in his or her own job classification, whichever is the higher.

B. Whenever an employee is promoted or re-classified from one class or title to another, then the salary shall be adjusted to the minimum of the new title, or to the old rate, whichever is the higher.

C. A copy of the resolution creating new positions and abolishing old positions, shall be sent to the Association after adoption.

ARTICLE XVIII

VACATION LEAVE

A. For an employee with no more than 12 months of service, one (1) day for each calendar month employed.

B. For an employee who has served 1 year and 1 day, up to a total of 4 years, 12 working days vacation.

C. For an employee who has worked 4 years plus one day, and up to 11 years, 15 working days vacation.

D. For any employee who has worked 11 years up to 19 years, 20 working days vacation.

E. For any employee who has worked 19 years plus 1 day, 25 working days vacation.

Vacation time must be earned before it is used. Each employee will be informed of his or her vacation time through utilization of the County's computer system. Any employee leaving the service of the County shall have unused vacation time paid to him or her; this shall be on a pro-rated basis of 1 day for each month of service.

ARTICLE XIX

PERSONAL DAYS

All employees covered by this contract are to receive three (3) Personal days during the calendar year. The employee must have the permission of his or her immediate supervisor before personal days may be taken and personal days shall not be carried forward into another calendar year.

ARTICLE XX

SICK LEAVE

Sick leave shall accumulate at the rate of 1½ days per month in the first year of service commencing in the first month or major portion thereof, from the date of hire. It is assumed that the employee shall remain in the service of the County for the remainder of the calendar year, and the total number of sick days, pro rata, shall be credited to the employee. If separation occurs before the end of the year, and more sick leave has been taken than appropriated, the per diem rate of pay for the excess days shall be deducted from the final pay. Sick leave shall accumulate year to year, with an additional fifteen (15) days credited to the employee at the beginning of each successive calendar year. Days

lost due to injury or illness arising out of, or caused by, the County employment for which the employee has a claim for Workman's Compensation, shall not be charged to sick leave. Paid holidays occurring during a period of sick leave shall not be chargeable to sick leave.

Employees in this bargaining unit are also eligible for coverage under the County's reimbursement for unused sick leave at retirement policy which is offered in accordance with Title 4:1-17.24. Employees are responsible for following all of the conditions and controls of this policy and all forms pertinent to the policy must be filled out and submitted to the Employee Relations Office within the time guidelines in the policy.

ARTICLE XXI

LEAVES

All other proper and authorized leaves as provided in the rules of the Department of Civil Service shall be recognized and constitute a part of this Agreement.

ARTICLE XXII

TUITION REIMBURSEMENT

Tuition reimbursement for educational courses may be provided to permanent full-time employees under the following circumstances:

1. Supervisor must approve the course in advance and certify that it is directly related to the employee's job classification and successful completion will necessarily improve job performance. Further, supervisor must certify that sufficient funds for this purpose are available within the departmental budget.
2. Eligible courses must be offered by institutions of higher learning in New Jersey, vocational schools, the Public Service Institute, or agencies of State and Federal government.

3. Reimbursement will be contingent upon successful completion of the course as evidenced by a certificate or grade report attached to the voucher. A copy of the prior approval shall also be attached.
4. Reimbursement for up to the first sixty (60) semester hours shall not exceed the rate per semester hour which would prevail if the course was taken at Ocean County College. Reimbursement for semester hours in excess of sixty (60) shall not exceed the rate per semester hours which would prevail if the course was taken at Rutgers - The State University.
5. Under no circumstances shall the employer be obligated to reimburse for any educational expense except tuition; with travel, fees, textbooks, materials, and other non-tuition items specifically excluded.

ARTICLE XXIII

DISCRIMINATION

No employee shall be discharged, or discriminated against because of race, creed, sex, ethnic background, association activity, age, or any other reason.

ARTICLE XXIV

RIGHTS AND PRIVILEGES OF THE ASSOCIATION

A. The employer agrees to make available to the Association all public information concerning negotiable matters between the County and the Association to process any grievances or complaints. All requests shall be made through the Employee Relations Department or Director.

B. Whenever any representative of the Association, or an employee is mutually scheduled by the parties to participate during working hours in negotiations, grievance procedures, conferences or meetings, he or she shall suffer no loss in pay.

C. The Association has the use of the bulletin boards and mailboxes to contact members of the unit.

ARTICLE XXV

PERSONNEL FILES

Employees shall have the right to inspect and review their own individual personnel file after proper request to the Employee Relations Director. The employer recognizes and agrees to permit this review and examination at any reasonable time. Employees shall have the right to define, explain or object in writing to anything found in their personnel file. The employee will receive copies of any written reprimands, performance evaluations or work commentaries placed in the employee's file. Employee signatures signifying knowledge of these documents will be required on all documents entered into the employee's file.

ARTICLE XXVI

UNION LEAVE

Members of the bargaining unit may use up to a total of six (6) aggregate days for Union business leave each year. Union officers or shop stewards must request utilization of the leave at least forty-eight (48) hours before it is to commence and the taking of such leave shall not impede the operation of any County department when it is taken. All use of such leave shall be reported to the Union to insure that the employees are actually utilizing the leave for union business.

ARTICLE XXVII

COUNTY VISION CARE PROGRAM

Effective with the execution of this Agreement, all permanent, full-time members of the bargaining unit shall be eligible to participate in the County's existing Vision Care Program.

ARTICLE XXVIII

DENTAL REIMBURSEMENT PROGRAM

The Ocean County Board of Chosen Freeholders has adopted a "Dental Reimbursement Program." Members of this bargaining unit are eligible to receive this benefit in accordance with the guidelines established by the Board:

Purpose: If employees whose union has successfully negotiated this benefit shall incur dental expenses for himself/herself, the County of Ocean shall be responsible for 70% of total cost to a maximum of \$150.00 within a one (1) year period.

Authority: The Dental Reimbursement Program will be administered through the Department of Employee Relations. This Department will be responsible for the verification of eligibility of employees and procedural implementation of same.

Eligible Providers: Program: The Dental Program covers any preventive, maintenance, and/or restorative service rendered by a licensed dentist.

Exclusions: No benefit shall be provided for:

Service for injuries or conditions which are compensable under Workman's Compensation or Employer's Liability Laws, services which are provided the eligible employee by any Federal or State Government Agency or are provided without cost to the eligible employee by any municipality, county or other political subdivision.

How the Program Works: All permanent full-time employees who have completed one (1) full year of service with the County of Ocean and are within a bargaining unit that has successfully negotiated this benefit, have two (2) options:

1. Direct reimbursement through the standard guidelines of the voucher system, or
2. Direct payment to the licensed dentist through the standard guidelines of the voucher system.

Option #1: Reimbursement for dental services rendered within the specified twelve (12) month period of 70% of the cost to a maximum of \$150.00 by submitting the accumulated paid receipts with a voucher signed by the employee to the Department of Employee Relations. The Department of Employee Relations will verify the eligibility of employee, review the accuracy of the voucher and submit to the Ocean County Treasurer for payment.

Option #2: Direct payment to the licensed dentist. The employee will be responsible for complying with the standard guidelines for submitting the voucher by having the dentist complete and sign same. The employee will submit the voucher to the Ocean County Department of Employee Relations. They in turn will implement the established procedure. The County of Ocean accepts partial (70% or \$150.00) responsibility of the costs. Expenses incurred over the stipulated guidelines shall be the responsibility of the employee.

The effective date of this program for this unit shall be May 1, 1984.

ARTICLE XXIX
SEVERABILITY CLAUSE

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 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 re-negotiate the item so severed.

ARTICLE XXX
FULLY BARGAINED CLAUSE

This Agreement contains the entire understanding of the parties. There are not representations, promises or warranties other than those set forth herein. Neither party shall be required to re-negotiate any part until the expiration of said Agreement. This Contract shall supersede any and all other contracts and/or Agreements made with the Superior Court Clerk's Association.

Nothing in this Agreement shall abridge or limit the power of the Assignment Judge to control hours and working conditions in accordance with the Rules of the Court as promulgated by the Supreme Court.

ARTICLE XXXI
SOUND RECORDING STIPEND

For members of this Bargaining Unit who have achieved a suitable proficiency in the use of sound recording equipment, and who have performed this task in conjunction with their other official duties, the Trial Court Administrator may authorize a stipend of \$350. per contract year, payable in equal installments of \$175. each on May 1 and November 1 of each contract year.

ARTICLE XXXII
DURATION OF AGREEMENT

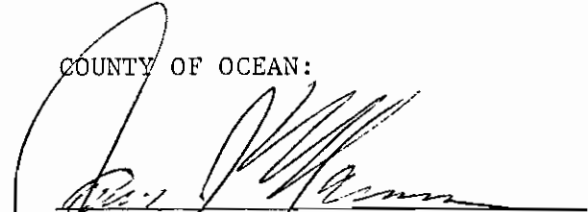
This Agreement shall be effective retroactive to April 1, 1984, and shall continue in full force and effect until March 31, 1986 or until execution of a successor agreement.

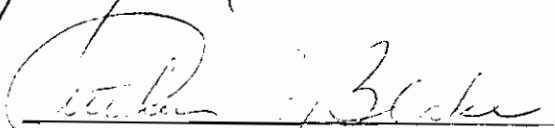
IN WITNESS WHEREOF, the Agreement set forth above, we set forth
our signatures below:


ATTEST:


THOMAS R. WASKOVICH
CLERK OF THE BOARD

COUNTY OF OCEAN:


DAMIAN G. MURRAY
FREEHOLDER DIRECTOR


ARTHUR J. BLAKE
ASSIGNMENT JUDGE


M. DEAN HAINES
COUNTY CLERK


SUPERIOR COURT CLERKS ASSOCIATION


SUPERIOR COURT CLERKS ASSOCIATION