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PASSAIC COUNTY  
WILLIAM L. KAITAK  
CLERK

A G R E E M E N T

1/1/76-12/31/77

Agreement made September 30, 1976, between County of Passaic, hereinafter referred to as "EMPLOYER", and Passaic Council #3, New Jersey Civil Service Association, Inc., hereinafter referred to as "COUNCIL" for and on behalf of the Passaic County Court Clerks, employees of the Judiciary, and Court Clerk employees now or hereafter employed by Employer in the County Clerk-Judicial Department.

PREAMBLE

This Agreement has for its purpose the promotion of harmonious relations between the Employer and its employees; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment satisfactory to both parties, and to avoid interruption or interference with the efficient operation of the Courts or the Employer, which operation is essential to the well being of the citizens of Passaic County and the State of New Jersey.

1.0 MANAGEMENT RIGHTS

1.1 The Assignment Judge retains the right in accordance with applicable statutes and court rules, to:

- (a) supervise the Court Clerks,
- (b) schedule the court assignment of Court Clerks by the County Clerk,
- (c) recommend to the County Clerk the discharge or other disciplinary action against the Court Clerks,
- (d) determine the methods, means and personnel by which the judicial operations are to be conducted.

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2.0 WORK WEEK

2.1 The normal work week of Court Clerks in Court shall consist of thirty-two and one-half (32 1/2) hours from Monday to Friday inclusive.

2.2 The normal work week for stand-by Court Clerks (ie. supernumeraries - assigned to the Assignment Clerks' Offices unless needed in court,) shall consist of thirty-one and one-quarter (31 1/4) hours from Monday to Friday inclusive.

3.0 HOURS OF WORK

3.1 The normal hours of work under this Agreement are:

3.1.2 The work day for Court Clerks in Court shall begin at 8:45 a.m and end at 4:15 p.m. except as otherwise specified by the Court to which they are assigned.

3.1.3 The work day for Court Clerks assigned to the Assignment Clerks' Offices shall begin at 8:45 a.m. and end at 4:00 p.m. except as otherwise specified by the Court they are temporarily assigned to.

3.1.4 Standard work hours may be adjusted without advising the Council representative.

3.1.5 If an employee is more that thirty (30) minutes late in reporting, the Court Administrator or his designee may send the employee home for the balance of that working day, in which event he shall not receive any pay for that day.

4.1 CALENDAR YEAR 1976

4.1.1 Effective January 1, 1976, the present pay scales for all employees covered by this Agreement shall be adjusted by a six (6%) percent cost-of-living, as set forth in Appendix "A" annexed hereto and made a part hereof subject to corrections of said Appendix for subsequently discovered errors.

4.1.2 During the term of this Agreement increments to which the employees may be entitled shall be awarded as follows:

4.1.3 All employees whose anniversary date falls between January 1 and June 30 shall receive the increment to which they would have been entitled on the employee's anniversary date, retroactive to January 1 of the contract year.

4.1.4 All employees whose anniversary date falls between July 1 and December 31 shall receive the increment to which they would have been entitled on the employee's anniversary date, retroactive to July 1 of the contract year.

4.2 Longevity pay shall be determined by length of employment as follows:

- 2% of base pay after 7 years service
- 4% of base pay after 10 years service
- 6% of base pay after 15 years service
- 8% of base pay after 20 years service
- 10% of base pay after 25 years service

5.0 PAY FOR TIME NOT WORKED

5.1 Vacations with pay shall be granted to employees who have completed the probationary period as follows:

- 1 - 5 years - 12 working days vacation during each year of service
- 6 - 10 years - 15 working days vacation during each year of service
- 11 - 15 years - 18 working days vacation during each year of service
- 16 - 20 - 20 working days vacation during each year of service
- 20 years and over - 22 working days vacation during each year of service

5.1.1 Employees with less than one year of employment shall accrue vacation pay at the rate of one day per month for each complete month of employment providing that the employee has completed the probationary period.

5.1.2 Employees entitled to vacation shall make their vacation time request to the Assignment Clerk for forwarding to the Court Administrator not later than May 1 of the vacation year.

5.2 Every employee covered by this Agreement shall be entitled to payment for absence due to illness at the rate of fifteen (15) days per year which shall accumulate at the rate of 1.25 days per month.

5.2.1 Unused sick days shall be cumulative from year to year.

5.2.2 After an employee has used ten (10) or more sick days in any one calendar year, the employer shall have the right to demand that the employee furnish a note from his doctor that employee was in fact ill.

5.2.3 After an employee has used three (3) continuous sick days the employer shall have the right to demand that the employee furnish a note from his doctor that employee was in fact ill.

5.3 Every employee covered by this Agreement shall be allowed a maximum of three (3) days personal leave per year with pay provided that the Court Administrator or his designee be notified of such leave at least three (3) days in advance thereof, and approves of the day, except in emergency situations. Rejection of a request for personal leave shall only be made if the efficiency of the department would be hampered thereby.

Such personal leave shall not be cumulative from year to year.

5.4 Every employee covered by this Agreement shall be allowed one (1) day per year death leave for use in the event of death in the immediate family of the employee.

5.4.1 The immediate family, for the purpose of this section, is defined as the employee's children, parents, brothers, sisters, mother-in-law, father-in-law, brother-in-law, sister-in-law, or a member of the immediate household of the employee.

5.4.2 Every employee shall be allowed one (1) additional day per year for use in the event of death of the employee's husband, wife, son or daughter.

5.4.3 Death leave shall not be cumulative from year to year.

5.5 The following days are recognized paid holidays, except as modified herein:

1/2 day New Year's Eve	Labor Day
New Year's Day	Columbus Day
Washington's Birthday	Election Day
Lincoln's Birthday	Veteran's Day
Good Friday	Thanksgiving Day and day after
Memorial Day	1/2 day Christmas Eve
Independence Day	Christmas Day

5.5.1 If any of the above holidays is granted by the County or an additional holiday is granted by the County, the Court Clerks shall be entitled to the same with the provision that if the Courts are not closed on the day the County closes, the Court Clerks shall be given a day off in lieu of this extra holiday during the next Court recess scheduled with approval of the Court Administrator.

This section shall be in conformance with the provisions of Court Rule 1:30 (d).

5.5.2 If the employee scheduled to work on a holiday calls in sick, the employee shall be charged a sick day and, upon return to work, shall be required to provide a doctor's certificate satisfactory to the Court Administrator indicating reason for such absence.

5.5.3 If an employee working on a holiday as defined herein has been absent either before or after the holiday for a period of one (1) day or more, he shall be required to provide a doctor's certificate satisfactory to the Court Administrator indicating the reason for such absence.

5.5.4 The Court Clerks not regularly assigned to Court (i.e., supernumeraries) shall because of their extended work week be entitled to one week off during either the Christmas or Easter Recess in compensation for their extra time. Therefore, one half of these employees shall be off during each recess which schedule shall be approved by the Court Administrator after submission to the Assignment Clerk two months prior to such recesses. Preference for time off will be based on seniority.

#### 6.0 NON-CASH BENEFITS

6.1 The employer will provide medical, hospitalization, major medical insurance coverage and life insurance for each employee covered by this Agreement as such coverage is presently in effect.

#### 7.0 MISCELLANEOUS BENEFITS

7.1 All employees shall, upon retirement, upon request,

receive payment for accumulated sick time in accordance with rules promulgated by the Board of Freeholders. These benefits are 50% of the accumulated sick time, subject to a maximum of \$12,000.

7.2 The employer agrees to deduct the Council's monthly membership dues from the pay of those employees who have authorized such deductions in writing, pursuant to N.J.S.A. 52:14-159E. The amounts so deducted shall be remitted to the union, together with a list of all the names of the employees for whom the deductions are made, by the 10th day of the succeeding month after which such deductions are made.

8.0 GRIEVANCE PROCEDURES

8.1 A grievance shall be any difference of opinion, controversy or dispute arising between the parties hereto relating to any matter of wages, hours and working conditions or any dispute between the parties involving interpretation or application of any provision of this Agreement. The employer and the Council mutually agree to the following grievance steps:

8.2 The employee shall present the grievance, either verbally or in written form, to the employee's immediate supervisor within five (5) days of its occurrence. The supervisor shall then attempt to adjust the matter and shall respond verbally to the employee within five (5) working days.

8.3 If the grievance still remains unsettled, it shall be presented in writing by the Council representative to the County Clerk within five (5) days after the response is received or due. The County Clerk shall respond in writing to

the Council representative within ten (10) working days.

8.4 If the grievance still remains unsettled, it shall be presented in writing by the Council representative to the Passaic County Trial Court Administrator (TCA) within five (5) days after the response is received or due. The Trial Court Administrator shall respond in writing to the Council representative within ten (10) working days.

8.5 If the grievance has not been settled, it shall be presented in writing by a Council representative to the Assignment Judge within five (5) days after the TCA's response is received or due. The Assignment Judge shall then respond to the Council representatives writing within five (5) working days.

8.6 If the grievance is still unresolved within ten (10) days after written response from the Assignment Judge, either party may request mediation of grievance by the New Jersey State Board of Mediation.

9.0 MISCELLANEOUS

9.1 Any provisions of this Agreement found to be invalid or illegal under applicable Court Rules, Civil Service Rules and Procedures or any other provisions having the force and effect of law shall be subject to renegotiation. Only those provisions in dispute shall be affected, all other terms and conditions herein agreed to shall remain in effect for the duration of this Agreement.

10.0 NO STRIKE FORCE

In Board of Ed., Borough of Union Beach vs. N.J.E.A., et. al., 53 N.J. 29, 36 (1967) the New Jersey Supreme Court states that "It has long been the rule in our State that public



employees may not strike," therefore

10.1 The Passaic County Court Clerks agree that during the term of this Agreement, neither the Council, nor any person acting on its behalf, will cause, authorize or support any strike or any other job action, or the invocation of sanctions against the employer.

10.2 Should a strike or other job action occur, the Council representing the employees shall attempt to direct its members to fulfill their responsibilities thereunder.

10.3 The employees participating in any of the aforementioned acts may subject themselves to appropriate disciplinary action.

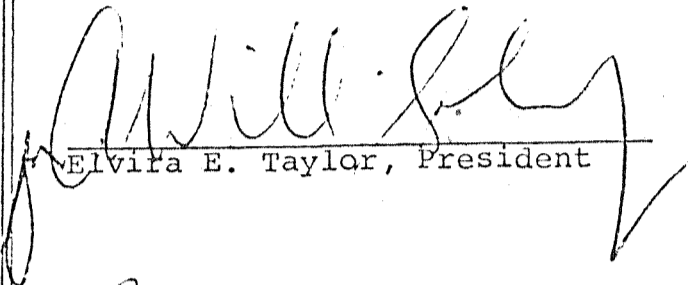
11.0 DURATION OF AGREEMENT

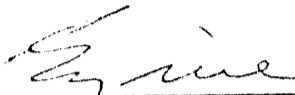
11.1 This Agreement shall become effective retroactive to January 1, 1976, and shall remain in full force and effect until December 31, 1977.

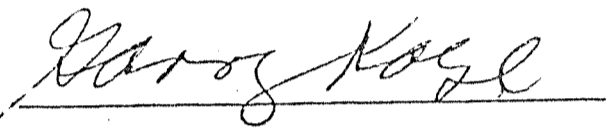
11.2 The employees reserve the right to re-open this Agreement for purposes of securing further economic adjustments for the second year of this Agreement with regard to Article 4 and 5.

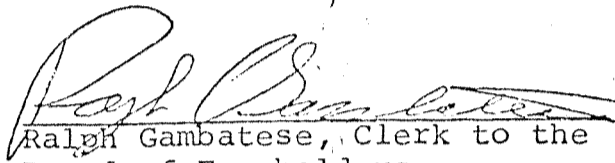
FOR PASSAIC COUNCIL #3  
NEW JERSEY CIVIL SERVICE ASS'N

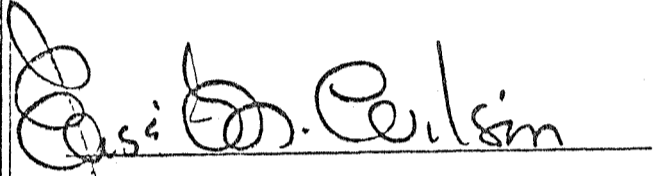
FOR THE EMPLOYER:

  
Elvira E. Taylor, President

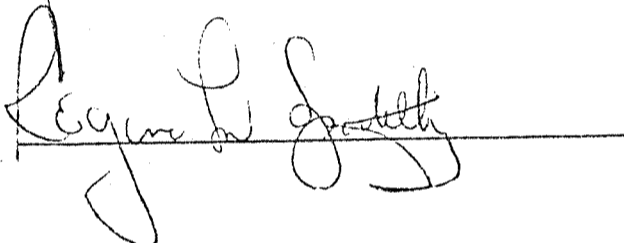
  
Edward G. O'Byrne, Director  
Passaic County Board of  
Freeholders

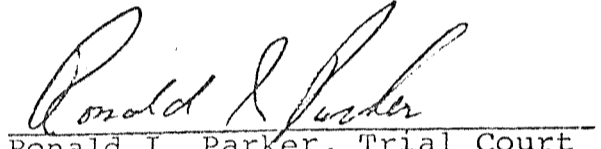


  
Ralph Gambatese, Clerk to the  
Board of Freeholders



  
William L. Kattak, County Clerk



  
Ronald I. Parker, Trial Court  
Administrator

APPENDIX A

	MINIMUM	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	
1976	COURT CLERK	10,045	10,547	11,049	11,552	12,054	12,557	13,059