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Institute of Management  
Labor Relations

AUG 0 1985

RUTGERS UNIVERSITY

THIS IS NOT  
CERTIFIED

AGREEMENT

made between

Middlesex County Court

COUNTY OF MIDDLESEX

and

COURT CLERKS OF MIDDLESEX COUNTY

COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO

\* January 1, 1984 - December 31, 1984

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THIS AGREEMENT made the                    day of                    1984,  
between the Clerk of Middlesex County of the State of New Jersey,  
hereinafter known as the "Employer", the COMMUNICATIONS WORKERS OF  
AMERICA, AFL-CIO, hereinafter known as the "Union", and the COUNTY OF  
MIDDLESEX, hereinafter known as the "County".

WITNESETH:

WHEREAS, the Communications Workers of America, AFL-CIO, is  
the exclusive bargaining representative for the Court Clerks of Middlesex  
County; and,

WHEREAS, said Communications Workers of America, AFL-CIO, has  
been in negotiation pursuant to Chapter 303, Laws of 1967 of the State  
of New Jersey, with representatives of the Clerk of Middlesex County  
and the County of Middlesex concerning salaries and the allocation of  
funds for certain overtime payments and fringe benefits; and,

WHEREAS, the Clerk of Middlesex County, the Employer of the  
Court Clerks of Middlesex County and the County of Middlesex and the  
Communications Workers of America, AFL-CIO, have agreed upon the salary  
ranges and other fringe benefits and the allocation of certain funds  
for the calendar year 1984; and,

WHEREAS, it is understood by the parties hereto that the County  
of Middlesex is only concerned and involved with the question of procedure  
mentioned herein; and it is further understood and agreed that the execution

of this Agreement by the County of Middlesex does not sanction, condone, or otherwise acknowledge the jurisdiction or responsibility of the County of Middlesex as to any issue other than the issue of salary.

AND, it is further understood that the prefaces contained herein are deemed part of this Agreement.

NOW, THEREFORE, subject to law as herein provided the parties hereto, in consideration of the mutual promises, covenants, and agree as follows.

I. BARGAINING AGENT:

The Communications Workers of America, AFL-CIO, is hereby designated as the Bargaining Agent for the Middlesex County Court Clerks, employed by the County Clerk, whose duties are defined and set forth as follows:

Under direction, enters in court records the minutes and proceedings of the sessions of the court to which assigned, and assists the judge by performing court clerical work; does related work as required. Writes minutes and proceedings of court sessions, including such items as criminal and civil trials, postponements, bails, paroles, habeas corpus proceedings, workmen compensation appeals, bastardy appeals, nolle prosequere and bail forfeitures; empanels and swears in juries in civil and criminal cases and receives and records jury verdicts; administers oath to witnesses and officers in case being tried; draws up for the judges signature, writs and orders such as bench warrants, habeas corpus, commitments, remands and orders to physicians to make mental or physical examinations; performs miscellaneous duties such as collecting fines and fees, examining and checking court orders for adequacy and forms prior to submission to judge for signature; making lists of judgements, transmitting notices of disposition of appeals to lower courts; recording disposition of motions and pre-trial conference; recording drawing of Petit and Grand Jury panels; endorsing subpoenas as to number of days of court appearances; checking case pleadings and keeping attorneys informed as to their standing on the trial lists and affixing court seal to papers and documents; in addition to court clerical work, may perform other clerical work in the absence of the judges to whom assigned.

II. WAGES:

A. Effective January 1, 1984, all eligible employees covered under the terms of this Agreement will be paid in accordance with the agreed to Wage Submittal dated September 24th, 1984, covering wages from January 1, 1984 to December 31, 1984.

It is understood and agreed that the wage increases effected in the agreed to Wage Submittal will be 5.4% on January 1, 1984 and 1.6% on March 1, 1984 with breakage adjusted upward to fifty dollars (\$50.00) or one hundred dollars (\$100.00), whichever applies on the individual salaries.

B. Wage Increase Eligibility - All employees in this bargaining unit being carried on the County payroll, or on approved leaves of absence will receive the wage increase negotiated in the following manner and with the following exceptions:

1. Employees hired in 1984 and thereafter will receive a pro-rata share of the Negotiated Wage Increase (N.W.I.) on the first January following their start of employment i.e., commencing with the month the employee started employment and counting to December 31st, each month of service will represent one-twelfth of the N.W.I. (.0833 times number of months of service, times N.W.I. equal percentage of raise to be applied). The month in which the employee is hired will be considered a full month for the purpose of computation of this wage increase. The second January and for each subsequent January, they will receive a full share of the N.W.I.

Wages (Cont.)

2. Employees who sever employment with the County prior to the signing of the contract will not be included in the wage increase, with the exception of retirees; and deceased employees in which case payment will be made to his/her estate.

It is agreed that the wage increase will be limited to that amount which enables an employee to reach the maximum of his/her range or the negotiated wage increase.

C. Eligible employees covered under the terms of this Agreement shall be paid within the following salary ranges:

1984 Salary Ranges

Court Clerk	-	\$14,450 - \$21,550
Sr. Court Clerk	-	\$15,592 - \$28,900



III. HOURS OF WORK, OVERTIME, SHIFT DIFFERENTIAL:

A. Hours of Work - The hours of employment for personnel covered under the terms of this Agreement shall originate at 8:30 A.M. and terminate at 4:15 P.M. Monday through Friday.

Each Court Clerk shall be entitled to a lunch period of forty-five (45) minutes during each and every working day.

All employees shall receive a fifteen (15) minute break for each half-day period of work, morning and afternoon.

B. Overtime - All hours worked in excess of thirty-five (35) hours will be paid at the rate of time and one-half ( $1\frac{1}{2}$ ). However, the employee may request compensatory time to be taken in lieu of overtime payment which will be computed at the applicable rate of pay. It is understood and agreed that if requested, the granting of compensatory time in lieu of payment will be at the final discretion of the County Clerk or his designee. The granting of compensatory time off will not be unreasonably withheld.

C. Shift-Differential - It is understood and agreed that at such time as it is deemed necessary to establish a second or third shift, the County Clerk will negotiate said condition with the Union as to definition of hours and compensation before instituting same.

D. Call Back or Call In - Any employee who is called back to work after having completed his regularly scheduled work shift or called in on a non-scheduled work shift shall be compensated at the appropriate

prime rate of pay with a minimum guarantee of four (4) hours work or pay  
in lieu thereof.

IV. JOB-TITLE STATUS:

It is further agreed that changes of Job-Title status and the hiring of new personnel within this unit will be explained to the Union Representative before these changes occur.

V. MEAL ALLOWANCE:

It is further agreed that the Court Clerks shall receive a supper allowance of five dollars and fifty cents (\$5.50) whenever a Court Clerk is required to work after 5:30 P.M., provided same can be verified.

VI. MERIT INCREASES:

It is understood and agreed that pursuant to the intent of the New Jersey Employer-Employee Relations Act, Chapter 303 Laws of 1968 (N.J.S.A. 34-13A-1 et seq.) all wage increases are limited to the negotiated contractual amounts arrived at by means of the bargaining process. The only exceptions to this policy will be represented by certification to a higher position or a temporary or provisional appointment to a higher position. In these cases, the promotion policy as contained in this contract will be observed.

VII. NEW EMPLOYEES:

It is the intention of the County in cooperation with the bargaining unit, to start all new employees at the minimum of the rate range. Exceptions to this policy, if they should occur, will be communicated to the Chief Union Representative.

VIII. PROMOTIONS:

Any employee promoted by Civil Service Certification or provisional appointment will receive a five percent (5%) increase on his/her annual base salary at the time of appointment. If the five percent (5%) does not equal the minimum of the new salary range, he/she will receive the minimum of the new range.

A promoted employee whose name does not appear, or who cannot be reached on a certified list of eligibles, which names him/her as the provisional, will be returned to his/her previous lower title. The five percent (5%) increase will be deducted from his/her salary and an interested eligible will be permanently appointed to fill the vacancy.

IX. MEDICAL BENEFITS:

A. All full-time and eligible part-time employees and employee's eligible family (as defined by Blue Cross-Blue Shield) shall be covered by Blue Cross-Blue Shield and Rider J, at the Employer's expense. Major Medical for the eligible employees and family shall be supplied at the Employer's expense.

B. Health Maintenance Organization (H.M.O.) - Several Health Maintenance Organizations are available to the employee as an alternate to Blue Cross-Blue Shield, Rider J, and Major Medical. The County will contribute the same amount toward H.M.O. coverage as is contributed toward traditional coverage. In the event H.M.O. coverage is elected, the employee may be subject to a payroll deduction depending on the type of coverage.

C. Dental Plan - All full-time and eligible part-time employees shall be covered by the Great West Life Assurance Company Dental Plan, or a similar plan at the employer's expense.

It is understood and agreed, for the 1984-1985-1986 contract years, that the Employer will contribute \$2.49 per month toward the dependent coverage of the employee in the Modified Plan. The employee will contribute \$6.91 per month. Total amount for dependent coverage in the Modified Plan, \$9.40 per month. In addition, the Employer will contribute \$10.32 per month toward the dependent coverage of the employee in the Family Plan. The employee will contribute \$28.62 per month. Total amount for dependent coverage in the Family Plan, \$38.94 per month.



Medical Benefits (Cont.)

D. Drug Prescription Plan - All eligible employees and eligible employees' family will be covered by a Drug Prescription Program at the Employer's expense. There will be a co-pay of \$1.25 per prescription by the employee.

E. Payment of Blue Cross-Blue Shield Premiums for Retirees - Pursuant to N.J.S.A. 40A:9-14.1 and N.J.S.A. 52:14-17.38, the County agrees to provide to a retired employee and his dependents, if any, if such employee has accrued twenty-five (25) years of credited service in a State or locally Administered Retirement System, the payment of Blue Cross-Blue Shield, Major Medical, and Rider J premiums. This policy is to be based upon the resolution authorizing these payments adopted by the Employer on November 16th, 1978 and amended December 31st, 1978.

F. Vision Care Program - All full-time employees of this bargaining unit, who have been employed for more than sixty (60) continuous days, shall be covered by the Vision Care Program. Eligible employees are entitled to one (1) reimbursement each during a two (2) year period. The reimbursement is limited to the following allowances:

Eye Examination - \$25.00

Lenses and Frames combined -or- Contact Lenses - \$35.00

It is understood and agreed that the Vision Care Program will apply to the employee only.

X. 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 twenty cents (20¢) per mile for the mileage travelled.

XI. HOLIDAYS:

The present holiday schedule in effect is to be adhered to and also to be observed are any additional holidays declared by constituted officials of the County, State, or Federal Government, provided said holiday has been recognized by the Board of Chosen Freeholders.

All full-time employees working on a holiday will receive their regular day's pay at a straight time rate plus time and one-half (1½) for the hours worked on a holiday with no compensatory time.

All full-time employees working on New Year's Day, July 4th, or Christmas Day shall be paid their regular day's pay plus an additional rate of double time pay for the hours worked with no compensatory time.

Compensatory time may be taken in lieu of overtime payment with the final determination of granting said time to be made by the County Clerk or his designee. The granting of compensatory time off will not be unreasonably withheld.

A. Personal Days - All employees shall have four (4) personal days to be used for any purpose whatsoever. Personal days may be taken on separate days or consecutively; however, the employee shall give the Employer one (1) day notice for each personal day to be taken. New employees shall accrue one (1) personal day at the end of each third month of employment and severance pay shall be calculated considering personal days on the basis of one accrued personal day per third month of employment completed in the year said employment is terminated. Personal days may not be accumulated annually.

XII. JURY DUTY:

Should an employee be obligated to serve as a juror, he/she shall receive full pay from the County 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 County excluding travel allowance.

XII. BEREAVEMENT:

All employees shall receive three (3) days leave in the event of the death of his/her spouse, child, son-in-law, daughter-in-law, parent, mother-in-law, father-in-law, brother, brother-in-law, sister, sister-in-law, grandparent, grandchildren, aunts, and uncles, and any other relative living in the immediate household, such leave being separate and distinct from any other leave time.

It is understood and agreed that this Bereavement Leave will be communicated to the Department Head by the employee, and said employee shall be granted three (3) days leave of absence consisting of three (3) working days next following the day of death. The employee will be compensated for time lost during said period from his regularly scheduled work, not to exceed three (3) days.

XIV. VACATIONS:

A new employee shall be granted vacation leave only at a rate of one (1) day per month on a month to month basis until the completion of one (1) full year of employment. Upon completion of said year, a pro-rata number of vacation days shall be granted to the employee for the balance of the calendar year ending December 31st.

If separation occurs before the end of the year and more vacation days have been taken than is appropriate, the per diem rate of pay for the excess days shall be deducted from the final pay.

All employees shall be granted vacation leave based upon the following schedule:

<u>Years of Service</u>	<u>Amount of Vacation</u>
Less than one year	One working day for each month of service.
One to five years	Twelve working days during each year of service.
Six to nine years	Fifteen working days during each year of service.
Ten to twelve years	Sixteen working days during each year of service.
Thirteen to twenty years	Twenty working days during each year of service.
Twenty-first year or more	Twenty-five working days during each year of service

It is understood that when reference is made to "six to nine years, etc." six means the start of the sixth year, etc.

Vacation time accumulation will be based on the Civil Service Ruling now in effect.

XV. SICK LEAVE:

A new employee shall earn sick leave at a rate of one and one-quarter ( $1\frac{1}{4}$ ) days per month on a month to month basis until completion of one (1) full year of employment. Upon completion of said year, a pro-rata number of sick days shall be credited to the employee for the balance of the calendar year ending December 31st.

A. If termination occurs before the end of the year and more sick leave has been taken than earned, the per diem rate of pay for the excess days shall be deducted from the final pay.

B. 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.

C. 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.

D. Days lost due to injury or illness arising out of or caused by County employment for which the employee has a claim for Workmen's Compensation, which has been approved by the appropriate County authorities or sustained by an appropriate Court of competent jurisdiction, shall not be charged to sick leave.

During the time that the Personnel Office is determining whether the injury or illness results from the working conditions, an employee may take any accumulated sick leave. In the event a leave with pay is granted, the sick leave used by the employee will be recredited

to the employee and the sick leave injury will be retroactive to the date which is determined by effective date of the Freeholder resolution adopting the same.

E. Furthermore, all of the requirements of N.J.S.A. 34:15-1 shall govern and control the Injury Leave and Compensation Benefits including the requirements for reimbursement and the basis for not granting an Injury Leave as more fully set forth in the Codified General Resolution of the County of Middlesex.

F. Paid holidays occurring during a period of sick leave shall not be charged to sick leave.

G. The County of Middlesex agrees to provide disability insurance through the New Jersey State Temporary Disability Benefits Program effective January 1, 1983, in accordance with P.L. Chapter 18, approved March 26, 1980. It is understood that the said law requires contributions from the employer and the employee.



XVI. ACCUMULATED SICK TIME PAYOFF UPON RETIREMENT:

Employees covered under the terms of this Agreement shall be entitled upon retirement to receive a lump sum payment, as supplemental compensation one-half ( $\frac{1}{2}$ ) payment for every full day of Middlesex County earned and unused accumulated sick leave (not to exceed \$12,000) which is credited to him on the employment records and certified by the appointing authority on the effective date of his/her retirement. This policy will be administered in accordance with the Resolution adopted by the Board of Chosen Freeholders authorizing same.

XVII. LEAVE OF ABSENCE:

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.

XVIII. COURT RULES:

Rules governing the Courts of the State of New Jersey 1972 Ed.

"1:30-3. Sittings of Courts".

A. Court Hours - Court hours for all trial courts, except the municipal courts shall be fixed by the Chief Justice.

XIX. LONGEVITY:

All eligible employees shall be entitled to receive longevity which will be based upon their salary as of December 31st of the previous year, (maximum base salary \$22,000.00) starting with the completion of 8th, 15th, and 20th year of service as follows:

9 through 15 years	=	2%
16 through 20 years	=	4%
21 years or over	=	6%

The rate of longevity paid is to be based upon the Resolution authorizing longevity payments and setting up schedule of payments of same duly adopted by the Employer on March 18, 1971, and as amended.

XX. UNION DUES:

The County Comptroller and County Treasurer shall be and are hereby authorized and directed to deduct from the pay of each employee who furnishes a written authorization for such deduction, on a form acceptable to the Employer and Board during each calendar month, the amount of monthly Union dues. Dues shall be such amount as may be certified to the Employer and Board by the Union at least thirty (30) days prior to the date on which the deduction of Union dues is to be made. Deduction of the Union dues made pursuant hereto shall be remitted by the Middlesex County Treasurer to the Union c/o Secretary-Treasurer, Communications Workers of America, AFL-CIO, 1925 K Street, N.W. Washington, D.C. 20006, prior to the end of the calendar month for which such deductions were made.

XXI. GRIEVANCE PROCEDURE:

There shall be and is hereby adopted the following Grievance Procedure for the employees covered by this Agreement, to wit:

A. The purpose of this procedure is to secure at the lowest possible level, equitable solutions to the problems which may, from time to time, arise affecting employees as a result of the interpretations, application, or violation of this Agreement between the Employer, the County, and the Union.

B. A "Grievance" shall mean a complaint by an employee that there has been to him a violation, misinterpretation, or inequitable application of a policy agreement or administrative decision affecting such employees.

C.1. An employee having a grievance shall present it, in writing, to the Deputy County Clerk, Courts Division, within ten (10) working days of the occurrence of the event from which the grievance arises. An answer shall be submitted, in writing, within five (5) working days of the presentation of the grievances. The answer shall be submitted to the employee and to the Union.

If an employee or the Union is not satisfied with the answer received or if an answer is not received, the grievance shall be presented to the County Personnel Director within five (5) working days from the expiration of the time period provided in Paragraph 1 hereof. The Personnel Director or his Designee shall within five (5) working days of the receipt of the written grievance, arrange a meeting with employee and the Union.

The Personnel Director or his Designee shall give to the employee and the Union a written answer to the grievance within five (5) working days after the date of such meeting.

C.2. (a) If the employee of the Union is not satisfied with the written answer resulting from the preceding step, or if no answer is received resulting from the preceding step, the Union may within fifteen (15) working days following the expiration of the time period set forth in the preceding section submit a written request to the Personnel Director to refer the grievance to advisory arbitration before an arbitrator, mutually agreeable to the Employer and to the Union, who shall be selected from the list of the American Arbitration Association. Said arbitration shall not be binding on the Employer.

(b) In the event that a grievance is taken to arbitration, the compensation and expenses of the arbitrator shall be shared equally by the Employer and the Union. The cost of any transcript shall be borne solely by the party requesting it. The arbitrator shall not have power to alter, amend, add to, or revise any provision of this Agreement.

(c) Saturdays, Sundays, and Holidays shall not be considered working days in the computing of the time provided for in the foregoing. Any written decision or written answer to a grievance made at any step which is not appealed to the succeeding step within the time limit provided, or within such additional period of time as may be mutually agreed upon in writing shall be considered final settlement and such settlement shall be binding upon all parties.

(d) Any Court Clerk (County) shall be entitled to the assistance of a Union or Representative in all steps of the foregoing grievance procedure. A Court Clerk (County) shall not lose pay for time spent during his regular working hours at the foregoing steps of the grievance procedure.

Any hearing conducted in accordance with the above mentioned Grievance Procedure shall not interfere with Court sessions.

(e) The number of days indicated at each level of the grievance procedure shall be considered as a maximum and every effort should be made to expedite the process.



XXII. BENEFITS AND CONDITIONS OF EMPLOYMENT:

The Employer agrees that all benefits and conditions of employment for employees presently in existence, whether in writing or by practice, shall be continued without change for the duration of this Agreement.

XXIII. UNION CONFERENCES AND CONVENTIONS:

The Employer agrees to a maximum of twelve (12) working days with pay, in aggregate, to delegates chosen by the Union to attend bona fide Union conferences and conventions. Any employee for whom the Union makes such a request must present to the County Clerk ten (10) working days in advance of the conference or convention a written request for time off, specifying the dates for each occasion such employee is required to be absent. A certification of attendance to the conferences and conventions shall be submitted by the representatives so attending.

XXIV. JOB-TITLE ASSIGNMENTS AND TRANSFERS:

It is further agreed between the parties that the County Clerk will give careful consideration to seniority in the matter of within job-title assignments and transfers. Said consideration will be one of the determining factors in arriving at the decision of said assignments and transfers by the County Clerk.

XXV. MANAGEMENT RIGHTS:

All of the rights, power, and authority possessed by the Employer prior to the signing of this Agreement are retained exclusively by the Employer subject only to such limitations as are specifically provided in this Agreement.

XXVI. NO-STRIKE OR LOCK-OUT PROVISIONS:

Neither the Union nor the employees or Employer shall instigate, promote, sponsor, engage in or condone any strike, concerted work stoppage, lock-out or any other intentional interruption of work. In the event that any person violates the terms of the no-strike clause, the public employer shall have the right to discharge or otherwise discipline such person. In the event that arbitration proceeding is instituted which involves a breach of the no-strike clause, the sole question for the arbitrator shall be whether the employee was engaged in the prohibited activity.

XXVII. RULES OF LAW:

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

XXVIII. DURATION OF CONTRACT:

It is hereby agreed that this Agreement shall remain in full force and effect from January 1, 1984 until December 31, 1984 and all provisions therein, unless otherwise provided, shall be retroactive as of January 1, 1984. All of the provisions of this Agreement shall remain in full force and effect until a successor collective bargaining agreement is negotiated.

This Agreement may be reopened for 1985 contract negotiations by either party upon notice in writing at least sixty (60) days and no more than one hundred and twenty (120) days prior to December 31st, 1984.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by the parties and caused their proper corporate seals to be hereto affixed the day and the year first above mentioned.

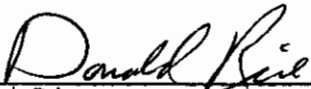
SIGNED, SEALED, AND DELVIERED

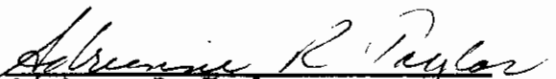
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ATTEST:

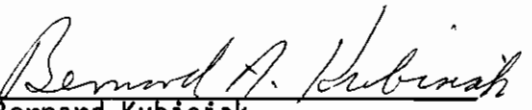
COMMUNICATIONS WORKERS OF AMERICA

AFL-CIO

  
\_\_\_\_\_  
Donald Rice  
C.W.A. #1082 Representative

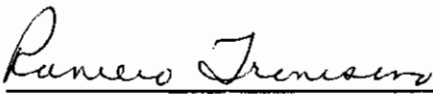
  
\_\_\_\_\_  
Adrienne R. Taylor  
C.W.A., AFL-CIO Representative


  
\_\_\_\_\_  
Frank Cholowski  
C.W.A. #1082 Representative


  
\_\_\_\_\_  
Bernard Kubisiak  
C.W.A. #1082 Representative

COUNTY OF MIDDLESEX

ATTEST:

  
\_\_\_\_\_  
Raniero Travisano, Acting  
Middlesex County Clerk

  
\_\_\_\_\_  
Marie J. MacWilliam  
Clerk of the Board

  
\_\_\_\_\_  
Stephen J. Capestro, Director  
Board of Chosen Freeholders