

1976-1977

Agreement

Board of Chosen Freeholders, County of Bergen

and

Bergen County Court Clerks' Association

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This agreement is made this 15 day of July, 1977, between the Board of Chosen Freeholders of the County of Bergen, hereinafter referred to as "County" and the Bergen County Court Clerks' Association, hereinafter called the "Association". The parties agree as follows:

Article 1-Recognition

The County hereby recognizes the Association as the exclusive representative of the employees in the negotiating unit certified as Court Clerk in accordance with certification of the Public Employees Relations Commission dated January 22, 1976, Docket No. RO-618.

Article 2-Term of Agreement

This agreement shall be in effect from January 1, 1976 through December 31, 1977 and all provisions shall remain in full force and effect until a new contract is executed.

Article 3-Collective Negotiating Procedure

1. Collective negotiations with respect to rates of pay, hours of work and other conditions of employment and bargainable issues shall be conducted by the duly authorized negotiating agent of each of the parties. Not more than (3) additional representatives of each party, plus counsel and two experts, shall participate in collective negotiating meetings, except by consent of both parties.

2. Collective Negotiations for the contract period beginning January 1, 1978 shall commence on or about September 6, 1977.

3. Negotiating sessions shall begin at the time and the date agreed upon and representatives (not exceeding the number shown in Section 1) on duty on that day shall be permitted to attend that negotiating session and subsequent regularly scheduled negotiating sessions without loss of pay. No other payment will be made to association representatives for the negotiating sessions.

Article 4-Management Rights

Nothing in this contract shall abrogate the management rights of the elected or appointed officials in charge of the various departments of County government. The County retains the exclusive rights to hire, direct and schedule the working force; to plan, direct and control operations; to discontinue, reorganize or combine any department with any consequent reduction or other changes in the working force observing demotional rights established by Civil Service; to hire and lay off employees in accordance with Civil Service procedures; to introduce new or improved methods or facilities regardless of whether or not the same cause a reduction in the working force, and in all respects to carry out the ordinary and customary functions of management, including the establishment of such operational rules as it shall deem advisable. Further, no management prerogative reserved solely to the discretion of the County of Bergen by the terms of this agreement shall be made the subject of a grievance.

Article 5-Discrimination and Coercion

There shall be no discrimination, interference or coercion by the County or any of its agents against the employees represented by the Association because of membership or activity in the Association. Neither the County nor the Association shall discriminate against any employee because of race, creed, color, age, sex, or national origin.

Article 12-Pay During Absence

1. Unscheduled Absences - If, for any reason, a Court Clerk is unable to report for duty, he must notify the department head as soon as possible, and before scheduled starting time. Irregular or poor attendance may be cause for disciplinary action. A Court Clerk absent from work without notification for five (5) consecutive working days will be considered to have resigned from the position. Such resignation is not considered to be in good standing.

2. Scheduled Absences - When a Court Clerk is on a Leave of Absence without pay for a period in excess of three (3) consecutive months in a calendar year, the annual salary increase shall not be paid upon return to active status, but shall be delayed for a period equal to the period of unpaid leave.

3. Sick Leave

a. If the Court Clerk is unable to report to work due to illness or for any other reason, it is essential that the Court Clerk's department head or supervisor be notified, according to the department's procedure. Failure to give proper notification could result in disapproval of the request for sick leave or be considered as an unscheduled absence.

b. The cause for the Court Clerk's absence must be reported daily, unless adequate explanation and reason is provided to cover several days. In any sick leave of five (5) days or more, a doctor's certificate must be submitted if requested by the Department Head. The Department Head retains the right in sick leave cases under five (5) days to conduct an inquiry into the sick leave request or to require examination by a county physician if the Department Head has any questions as to the Court Clerk's condition.

c. Sick leave must be earned before it can be used. Should the Court Clerk require none or only a portion of the earned sick leave for any year, the amount not taken accumulates to the Court Clerk's credit from year to year during employment.

d. Sick leave is earned and accumulated in the following manner:

1. One working day for each full month of service during the remaining months of the first calendar year of employment and fifteen (15) working days (1-½ per month) for each calendar year thereafter. If the employee begins work after the fourth day of the month sick leave is not earned for that month.

e. Sick leave may be granted for:

1. Personal illness or accidental disability by reason of which the Court Clerk is unable to perform the usual duties of the position.
2. Serious illness of member of the Court Clerk's immediate family or household (as defined in Funeral Leave) requiring the Court Clerk's attention and care. The circumstances of the illness should be of an emergency nature where the employee is required to be in direct attendance for a period not to exceed three (3) working days.
3. In case of extended illness, the Court Clerk may use accrued Compensatory Time Off or Vacation Leave.

f. Accumulated sick leave is forfeited upon separation from County service, except as provided for under "Terminal Leave", hereafter.

5. Funeral Leave

Court Clerks shall be entitled to four (4) working days leave with pay to attend or make arrangement for the funeral of a member of their immediate families. Immediate families is defined as and limited to spouse, son, daughter, mother, father, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, grandchildren or any other relative residing in the Court Clerk's household.

6. Terminal Leave

A Court Clerk, upon retirement, shall be granted a terminal leave lump sum payment in accordance with Option 1 or Option 2, whichever the Court Clerk elects:

Option 1 - One-half of the court Clerk's earned and unused accumulated sick leave multiplied by his daily rate of pay based upon the average annual base pay received during the last year of his employment prior to the effective date of his retirement, provided, however, that no such lump sum payment shall exceed \$12,000.00.

Option 2 - One day of pay for each full year of service with the County of Bergen.

In the event of the death of an active Court Clerk, who has reached age 60, terminal leave shall be paid to his estate in accordance with the option elected.

7. Leave of Absence

a. Leave without pay - A Court Clerk may for reasons satisfactory to the County, be granted a personal leave of absence without pay or services credit time absent for a period up to six (6) months. In exceptional circumstances, such leave may be extended for an additional six (6) months, provided it is considered to be in the best interest of the County.

1. Ordinarily, a personal leave of absence or an excused absence will not be granted to a Court Clerk for the purpose of seeking or accepting employment with any other employer.

2. Personal leaves of absence are granted with the understanding that the Court Clerks intend to return to their County duties. If a Court Clerk fails to return within five (5) working days after the expiration of the leave or excused absence, he may be considered to have resigned and not in good standing.

3. Court Clerks on leave without pay for more than two weeks in any month will not receive paid health benefits, holiday pay, nor will they accrue sick and vacation time.

8. Maternity Leave

Upon her request, a female Court Clerk with permanent status, may be granted permission to use her accumulated sick leave for maternity purposes. If the request is approved, up to seventy-two (72) working days of sick leave with pay may be taken and/or a leave of absence without pay may be granted.

1. A Court Clerk requesting maternity leave should report her pregnancy not later than the end of the fourth month. If there are any personal questions pertaining to Maternity Leave, the Court Clerk can ask her Department Head to schedule an appointment with the registered nurse in the Medical Clinic.

2. A Court Clerk while on paid maternity leave is considered to be an active employee and as such will continue to accrue sick leave, vacation, holiday pay and other benefits paid for by the County.

9. If a holiday, observed by the County, occurs during the period of the Court Clerk's vacation leave, it is not charged against the balance of his vacation leave and he may request an equivalent day off.

10. Every effort shall be made to arrange vacation schedules to meet the individual desires of all Court Clerks, but all requests must be approved by the department head who may require that vacations be scheduled in other than the summer months. In the event of conflicts in proposed vacations schedules, preference will be given to the Court Clerk with seniority.

Article 14-Personal Leave

Each Court Clerk shall be entitled to 1 day of personal leave with pay for 1976 and 1 day for 1977. Personal leave days may not be accrued. Department head must be notified in advance, and, except in case of emergency, prior approval of the Department head must be obtained.

Article 15-Holidays

The County agrees to furnish the following holidays with pay to all Court Clerks covered by this agreement:

The holidays are as follows:

New Year's Day	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	Election Day
Good Friday	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Friday after Thanksgiving
	Christmas Day

2. If a holiday falls during a Court Clerk's vacation, he shall be granted an additional day of vacation.

3. Holidays falling within a period of paid absence will entitle the Court Clerk to pay for such holidays. Periods of paid absences are: Sick Leave, Injury Leave, Terminal Leave, Jury Duty Leave, Maternity Leave, and Vacation Leave.

Article 16-Grievance Procedure

1. In any case where a Court Clerk in the classified service, as defined in the Civil Service Rules of New Jersey, is suspended, fined or demoted by a Department Head for a period not exceeding five days, the Court Clerk may appeal the suspension, fine or demotion within 5 days thereof by filing a written request for an appeal with the office of the County Administrator with a copy to the Department Head.

2. The request for an appeal shall set forth a statement of the Court Clerk concerning the facts relating to the suspension, fine or demotion.

3. The County Administrator, or a Hearing Officer appointed by him, shall conduct a hearing on the appeal. The Court Clerk and such witnesses as are required shall be present. The Court Clerk may represent himself or may be represented by an attorney and a representative of the Bergen County Court Clerk's Association.

neither modify, add to, nor subtract from the terms of the agreement and the referenced policies. The decision shall be rendered within thirty (30) days after completion of the hearing and shall be binding on both parties. The cost of the arbitrator and his expense shall be borne equally by both parties.

Article 17-Applicable Laws

The provisions of this agreement shall be subject to and subordinate to and shall not annul or modify existing applicable provisions of State and local laws, Civil Service Rules and PERC rulings.

Article 18-Changes, Supplements or Alterations

Any provision of this agreement may be changed, supplemented or altered, provided both parties agree.

Article 19-Dues Checkoff

Payroll deductions for dues may be made upon the submission by the Association of notification by the Court Clerk authorizing the deduction of dues from his pay. The County Treasurer shall forward dues to the Association at regular intervals.

Article 20-Seniority Rights

Court Clerks shall be entitled to recognition for seniority in accordance with Title 4 of the New Jersey Administrative Code, Department of Civil Service, as well as the provisions of NJSA 11:22-10.1.

Article 21-Pension

The County shall continue in effect the Public Employees Retirement System pension plan now in force.

In witness whereof, the parties have caused this agreement to be signed and attested by its proper officers on the day and year shown on page 1.

Attest:

Louetta Weinberg
Clerk of the Board

County of Bergen

James J. ...
Freeholder Director

Attest:

Lois Petric
Secretary

Bergen County Court
Clerks Association

Marie Skow
President