

2-0126

16-00

AGREEMENT

between

BOARD OF CHOSEN FREEHOLDERS OF PASSAIC COUNTY

and

PASSAIC COUNCIL #3

NEW JERSEY CIVIL SERVICE ASSOCIATION, INC.

for

PASSAIC COUNTY COURT CLERKS

PREAMBLE

This Agreement entered into by the Board of Chosen Freeholders of Passaic County, hereinafter referred to as the "Employer" and Passaic Council #3, New Jersey Civil Service Association, Inc., hereinafter referred to as the "Council" has as its purpose the promotion of harmonious relations between the Employer and its clerical employees in the Passaic County Court Clerks, and the establishment of an equitable and peaceful procedure for the resolution of differences, rates of pay, hours of work and other conditions of employment, and to avoid interruption of interference with the efficient operation of the public employer.

1. MANAGEMENT RIGHTS

1.1 The public employer retains the rights in accordance with applicable laws and procedures to: (a) direct employees, (b) hire, promote, transfer, assign and retain employees in positions within the agency, and to suspend, demote, discharge or take other disciplinary action against employees, (c) relieve employees from duties because of the lack of work or for other legitimate reasons, (d) maintain the efficiency of the Government

operations entrusted to them, (e) determine the methods, means and personnel by which such operations are to be conducted, and (f) take whatever action may be necessary to carry out the mission of the agency in situations of emergency.

2. PAY LEVEL

2.1 Effective January 1, 1974 all employees covered by this Agreement shall be paid at the Level 16 of the Passaic County Salary Guide.

2.1.1 Effective October 8, 1974 all employees covered by this Agreement shall be paid at the Level 17 of the Passaic County Salary Guide.

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

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

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

3. VACATIONS

3.1 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 years | -- 20 working days vacation during each year of service |
| 20 years and over | -- 22 working days vacation during each year of service |

3.2 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.

4. SICK PAY, PERSONAL LEAVES OF ABSENCE AND TERMINAL LEAVE PAY

4.1 Every employee covered by this Agreement shall be entitled to payment for absence due to illness for a maximum of 15 days per year. Unused sick days shall be cumulative from year to year.

4.2 Every employee covered by this Agreement shall be allowed a maximum of 3 days personal leave per year with pay providing that the Department Head be notified of such leave at least 3 days in advance thereof except in emergency situations. Such personal leave shall not be cumulative from year to year.

4.3 Every employee covered by this Agreement shall be allowed 2 days per year death leave for use in the event of death in the immediate family of the employee. The immediate family for the purpose of this section is defined as the spouse, child, the employee's parents, brothers, sisters, or a member of the immediate household. In the event of death of employee's mother-in-law, father-in-law, brother-in-law or sister-in-law, 1 day leave shall be granted. Death leave shall not be cumulative from year to year.

4.4 All employees shall receive ten (10%) per cent of accumulated sick time, representing terminal leave pay, payable at the employee's prevailing rate at the time of retirement.

5.

INSURANCE

5.1 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.

6.

HOLIDAYS

6.1 The following days are recognized paid holidays whether or not worked:

½ 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 & day after
Memorial Day	½ day Christmas Eve
Independence Day	Christmas Day

7.

LONGEVITY

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

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

8.

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:

STEP I

The employee shall present the grievance, either verbally or in written form, to the employee's immediate Supervisor

within 5 days of the occurrence. The Supervisor shall then attempt to adjust the matter and shall respond verbally to the employee within 5 working days.

STEP II

If the grievance has not been settled it shall be presented in writing by a Council Representative to the Department Head within 5 days after the Supervisor's response is received or due. The Department Head shall then respond to the Council Representative in writing within 5 working days.

STEP III

If the grievance still remains unsettled it shall be presented in writing by the Council Representative to the Director of Personnel within 5 days after the response of the Department Head is received or due. The Director of Personnel shall respond in writing to the Council Representative within 5 working days after the grievance has been received.

STEP IV

If the grievance is still unresolved within ten (10) days after written reply is received from the Director of Personnel, either party may request mediation of the grievance by the New Jersey State Board of Mediation.

9. TERMINATION

9.1 This Agreement shall become effective retroactive to January 1, 1974 and shall remain in full force and effect until December 31, 1975 or until a successor Agreement is negotiated and executed, whichever shall last occur.


9.2 The Council does agree that for the consideration as stipulated under Paragraph 2. "Pay Level", The Passaic County Court Clerks do hereby relinquish the right to renegotiate salary levels for the ensuing year and do hereby agree to accept any percentage cost-of-living increase as may be struck by the Passaic County Board of Chosen Freeholders for the year 1975.


9.3 Except as modified herein, the terms and conditions as specified shall continue in full force and effect until December 31, 1975 or until a successor Agreement is negotiated and executed, whichever shall last occur.

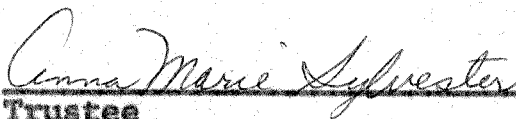
IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their proper officers and duly constituted officials this 9th day of April, 1974.

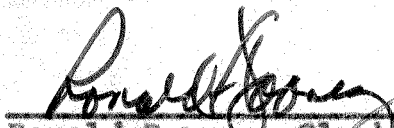
FOR PASSAIC COUNCIL #3
N. J. CIVIL SERVICE ASS'N:

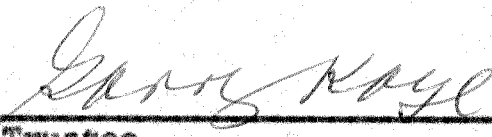
FOR THE EMPLOYER:

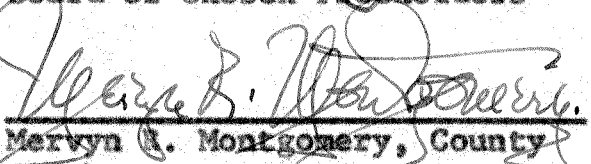

Elvia E. Taylor, President

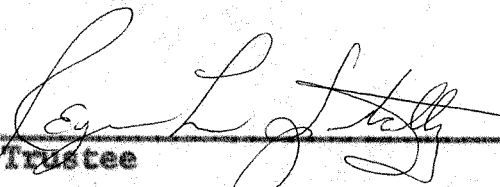

Sidney Reisz, Director, Passaic
County Board of Chosen Free-
holders



Trustee

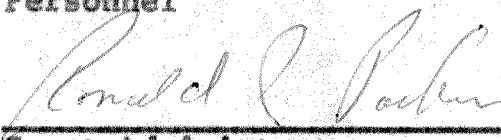

Ronald Dooney, Clerk of the
Board of Chosen Freeholders


Trustee


Mervyn A. Montgomery, County
Clerk


Trustee


Samuel Hughes, Director of
Personnel


Court Administrator