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2-0035

THIS AGREEMENT, made the 1st day of November 1979,
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".

WITNESSETH:

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

WHEREAS, said Communications Workers of America, AFL-CIO,
has been in negotiation pursuant to Chapter 303, Laws of 1968 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 1979 - 1980; 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.

1/1/79 - 12/31/80

NOW, THEREFORE, subject to law as herein provided the parties hereto, in consideration of the mutual promises, covenants, and agreements contained herein, do hereby promise covenant and agree as follows:

I. 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 judge to whom assigned.

II. WAGES:

A. Effective January 1, 1979, all eligible employees covered under the terms of this agreement will be paid in accordance with the County wage submittal dated September 25, 1979, covering wages from January 1, 1979 to December 31, 1980.

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 1976 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.

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.

III. Eligible employees covered herein shall be paid within the following salary ranges:

1979 - Court Clerks	\$9,700 - \$16,097
1980 - Court Clerks	\$10,550 - \$16,947

A. Overtime: All hours worked in excess of thirty-five (35) will be paid at the rate of time and one-half or compensatory time which will be taken in lieu of overtime payment. However, compensatory time will be at the rate of one and one-half hours for every one hour worked over thirty-five (35) hours a week.

IV. 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. It is further agreed that the Court Clerks shall receive a supper allowance of five dollars (\$5.00) 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 4% increase on his/her annual base salary at the time of appointment. If the 4% 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 4% 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. The Rutgers Community Health Plan (H.M.O.) is 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 R.C.H.P. coverage as is contributed toward traditional coverage. In the event R.C.H.P. 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.

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 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 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 21st, 1978.

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 16 cents per mile for the mileage traveled.

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. When a Court Clerk is scheduled to work on a holiday, he will be entitled to compensatory time.

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) calendar days next following the day of death until the date of burial. The employee will be compensated for time lost during said period from his regularly scheduled work, not to exceed three (3) days.

XIII. 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 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 year, etc.", six means the start of the sixth year, etc.

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

XIV. 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 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. 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 Resolutions of the County of Middlesex.

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

XV. 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 payment for every full day of Middlesex County earned and unused accumulated sick leave (not to exceed \$12,000.00) 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.

XVI. 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.

XVII. 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.

XVIII. It is further agreed between the parties eligible Court Clerks shall receive a longevity increase which

will be based upon their salary as of December 31, 1978. The status of each Court Clerk with respect to his or her longevity increase shall be determined by his or her Anniversary date or original appointment, temporary or permanent, provided this is uninterrupted service.

A. Each Court Clerk, who on the determining date, shall have had more than eight (8) years but less than fifteen (15) years of continuous employment shall be entitled to a longevity increase of two per centum (2%) of his or her base salary.

B. Each Court Clerk, who on the determining date shall have had more than fifteen (15) but less than twenty (20) years of continuous employment in full-time capacity shall be entitled to a longevity increase of four per centum (4%) of his or her base salary.

C. Each Court Clerk, who on the determining date, shall have had more than twenty (20) years of continuous employment in full-time capacity shall be entitled to a longevity increase of six per centum (6%) of his or her base salary.

D. There shall be no longevity service credit for the period a Court Clerk is on a leave of absence without pay, when leave was requested by the employee.

E. The longevity increase shall be computed from the first of the succeeding month following the applicable determining date. The longevity will be apportioned and paid as additional salary.

XIX. 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 six dollars (\$6.00) per month, or such other 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.

XX. 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 grievance. 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

2. 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 the power to alter, amend, add to or revise any provision of this agreement.

D. 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.

E. Any Court Clerk (County) shall be entitled to the assistance of a Union Officer 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.

F. 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.

XXI. 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.

XXII. 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 certificate of attendance to the conferences and conventions shall be submitted by the representatives so attending.

XXIII. 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.

XXIV. 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.

XXV. NO-STRIKE OR LOCK-OUT PROVISION: 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.

XXVI. 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, 1979 until December 31, 1980 and all provisions therein, unless otherwise provided, shall be retroactive as of January 1, 1979. All of the provisions of this Agreement shall remain in full force and effect until a successor collective bargaining agreement is negotiated.

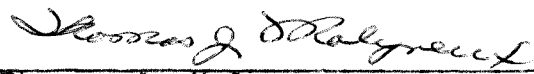
This agreement may be reopened for 1981 contract negotiations by either party upon notice in writing at least sixty (60) days and no more than one hundred and twenty (120) days prior to December 31st, 1980.

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 DELIVERED

IN THE PRESENCE OF:


Deputy County Clerk


Thomas J. Molyneux
Clerk of Middlesex County

ATTEST:

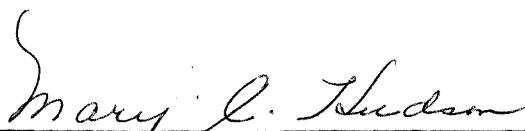
COMMUNICATIONS WORKERS OF AMERICA
AFL-CIO:





ATTEST:

COUNTY OF MIDDLESEX:


Mary C. Hudson, Clerk of the Board


Stephen J. Capestro, Director