

2-0035

12-00

AGREEMENT, made on 4th June 1970

between the CLERK OF MIDDLESEX COUNTY State of New Jersey, hereinafter known as the "Employer, the COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO, hereinafter known as the "Union", and the BOARD OF CHOSEN FREEHOLDERS, hereinafter known as the "Board".

70

WITNESSETH:

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 1968 of the State of New Jersey, with representatives of the Clerk of Middlesex County and the Board of Chosen Freeholders 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 Board of Chosen Freeholders 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 overtime for the calendar year 1969 and the calendar year 1970; and

WHEREAS, it is understood by the parties hereto that the County of Middlesex is only concerned and involved with the question or 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 agreements contained herein, do hereby promise, covenant

and agree as follows:

1. The Communications Workers of America, AFL-CIO, is hereby designated as the Bargaining Agent for the Middlesex County Court Clerks, 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 cases 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 judgments, 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.

2. For the year 1969, one (1) retroactive increment shall be distributed in the manner and amounts set forth below, and shall be paid to the following named persons:

Lucy Buonanno	\$312.
James Hart	\$312.
Thomas McCarthy	\$312.
Robert Parvin	\$312.
Edward Pasterczyk	\$312.
Hans Schmidt	\$312.
Frank Cholowski	\$334.
Joseph Costello	\$334.
Lawrence Mason	\$334.
John Stell	\$334.
Joseph Tyler	\$334.
James Donato	\$334.
Carol Dooley	\$334.
Thomas Doran	\$334.
Bernice Sterego	\$334.

The aforementioned retroactive increment shall not be added to the base salaries of the Court Clerk for the year 1969.

3. It is further agreed that the 1970 base salaries of the following named Court Clerks shall be increased by the amounts indicated below:

Lucy Buonanno	\$75.
---------------	-------

James Hart	\$75.
Thomas McCarthy	\$75.
Robert Parvin	\$75.
Edward Pasterczyk	\$75.
Hans Schmidt	\$75.
Frank Sholowski	\$53.
Joseph Costello	\$53.
Lawrence Mason	\$53.
John Stell	\$53.
Joseph Tyler	\$53.
James Donato	\$53.
Carol Dooley	\$53.
Thomas Doran	\$53.
Bernice Starego	\$53.

4. It is further agreed that each of the Court Clerks above named shall receive three (3) increments, at the rate of \$387.00 per increment, amounting to a total of \$1,161.00 for the year of 1970.

5. It is further agreed that the above named Court Clerks shall be placed in the salary range \$7737 - \$10059, which range contains six (6) steps of \$387.00 each.

6. The County Comptroller and County Treasurer shall be and are hereby authorized and directed to deduct from the pay of each employee who furnished 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 Four Dollars (\$4.00) 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.

7. 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 interpretation, application or violation of this agreement between the Employer, the Board and the Union.

125

B. A "grievance" shall mean a complaint by an employee that there has been as 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 after the employee becomes aware of 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 the employee or the Union is not satisfied with the answer received or if an answer is not received, the grievance shall be presented to Frank W. Moore, individually within five (5) working days from the expiration of the time period provided in paragraph 1 hereof. Frank W. Moore, individually shall, within five (5) working days of the receipt of the written grievance, arrange a meeting with the employee and the Union. Frank W. Moore 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.

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 within the contract, 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 Frank W. Moore, individually to refer the grievance to advisory arbitration before an arbitration, 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 to 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 limits 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 abovementioned 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.

8. 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.

9. The Employer agrees to a maximum of ten (10) 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.

10. Notwithstanding anything in this agreement to the contrary the Employer, the Board 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 Code of the County 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 provisions of this agreement.

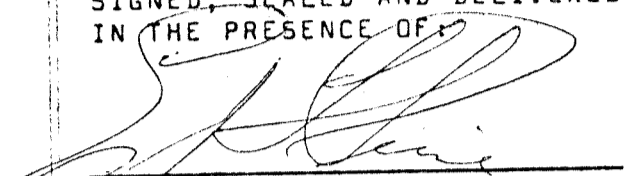
11. This agreement shall become effective January 1, 1970, and continue in effect until December 31, 1970, and from year to year thereafter unless and until either of the parties desire to change or terminate the same. The party desiring such change or changes or termination shall notify the other party in writing of the fact prior to October 1 in the year prior to the proposed date of change or termination, and after notification negotiations shall commence.

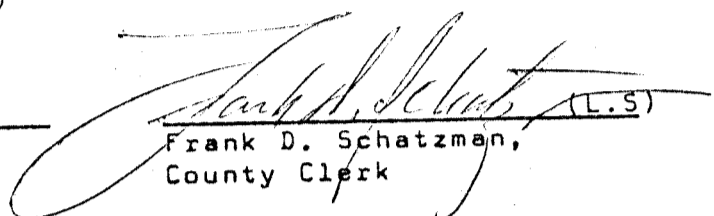
12. This agreement applies to all Court Clerks on the Middlesex County payroll as of December 31, 1969.

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

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

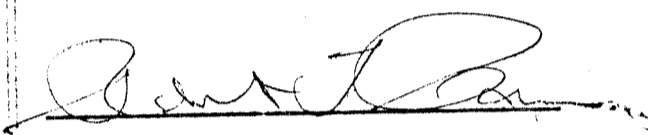
COUNTY OF MIDDLESEX:

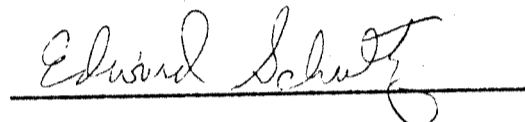
  
Edward L. Picone,  
Deputy County Clerk

 (L.S.)  
Frank D. Schatzman,  
County Clerk

COMMUNICATIONS WORKERS OF  
AMERICA, AFL-CIO:

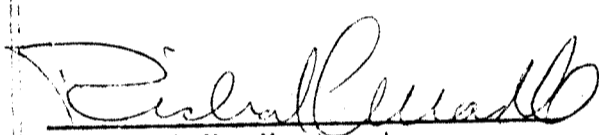
ATTEST:

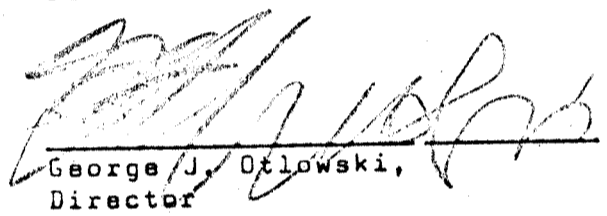




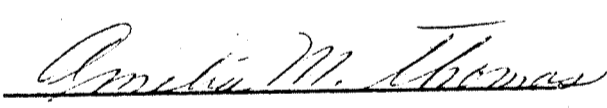
BOARD OF CHOSEN FREEHOLDERS:

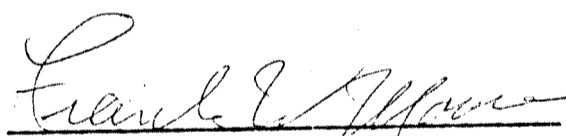
ATTEST:

  
Richard M. Mack, Jr.,  
Clerk

  
George J. Otlowski,  
Director

WITNESS:



  
Frank W. Moore  
Individually and not as a  
representative of the County  
of Middlesex