

2-0445

Contract # 15

12-30

A G R E E M E N T

made between

Middlesex County Board of Chosen Freeholders  
COUNTY OF MIDDLESEX

-and-

THE ASSOCIATION OF MIDDLESEX COUNTY

SUPERIOR COURT CLERKS

SPECIAL CIVIL PART

X 1/1/86 - 12/31/86

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THIS AGREEMENT made the *6th* day of *November* 1986 between the COUNTY OF MIDDLESEX, a Municipal Corporation, by its Board of Chosen Freeholders (hereinafter known as the Employer) and the COURT CLERKS of the Middlesex County Superior Court, Special Civil Part (hereinafter known as the Association).

WHEREAS, the Association has been selected as the bargaining agent by the employees hereinafter to be defined, in accordance with Chapter 303 of the Laws of 1968, and said Association has been recognized as such by the Employer, and

WHEREAS, the Association has been in negotiations with the Employer pursuant to Chapter 303 of the Laws of 1968, and

WHEREAS, the parties have agreed upon certain terms of employment as a result of the negotiations carried on pursuant to Law,

NOW, THEREFORE, subject to Law as herein provided, the parties hereto, in consideration of the following mutual promises, covenants, and agreements contained herein, do hereby establish the following terms and conditions which shall govern the activities of the parties and all affected employees:

1. RECOGNITION

The Association is hereby designated as the bargaining agent for all employees employed by the County of Middlesex in the following job titles:

Court Clerk (Middlesex County Superior Court)

Sr. Court Clerk (Middlesex County Superior Court)

## 2. SALARY RANGES

Employees covered under the terms of this Agreement shall be paid in accordance with the following salary ranges:

### 1986 Salary Ranges

Court Clerk (Superior Court)	- \$16,375 - \$24,251 - Jan. 1, 1986
	\$16,700 - \$24,500 - July 1, 1986
Sr. Court Clerk (Superior Court)	- \$17,669 - \$32,751 - Jan. 1, 1986
	\$18,022 - \$33,406 - July 1, 1986

3. ASSOCIATION REPRESENTATIVES:

The Association shall have the right to designate such members of the Association as it deems necessary as Association Representatives and they shall not be discriminated against due to their legitimate Association activities.

4. WAGES:

Effective January 1, 1986, all eligible employees covered under this agreement shall receive an additional six (6) days' pay added to their December 31, 1985 base salaries.

Effective January 1, 1986, all eligible employees covered under the terms of this agreement shall receive an increase of 5% on January 1, 1986 retroactive to their December 31, 1985 base salaries and 2% on July 1, 1986 retroactive to their June 30, 1986 base salaries.

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.

Workers will be required to submit overtime sheets for all time worked beyond 4:15 p.m. including the eventuality of the Court working through the employees' lunch time, which will be credited at time and one-half ( $1\frac{1}{2}$ ) at compensatory time.

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 will negotiate said condition with the Union as to definition of hours and compensation before instituting same.



Call Back Time: Any employee who is called back to work after having completed his regularly 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.

Call In Time: Employees called in to work with work hours connected to their regular starting time will receive time and one-half (1½) for each such hour worked and then revert to their regular rate of straight time pay for their normal shift hours.

Supper Hour: It is agreed that the Court Clerks shall receive a supper allowance of six dollars (\$6.00) whenever a Court Clerk is required to work after 5:30 p.m., provided same can be verified.

Promotions: Any employee promoted by Civil Service certification or provisional appointment will receive a four percent (4%) increase on his/her annual base salary at the time of appointment. If the four percent (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 as the provisional, will be returned to his previous lower title. The four percent (4%) increase will be deducted from their salary and an interested eligible will be permanently appointed to fill the vacancy.

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 wages 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.

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.

5. STIPEND AND WAGE INCREASE ELIGIBILITY:

In addition to the employees wage as stated in the County wage submittal, each employee of this bargaining unit who operates the sound recording devices in the Court will receive a yearly stipend of seven hundred and fifty dollars (\$750). It is understood and agreed that this stipend will remain in effect only as long as this additional duty is being performed. The stipend will not be part of the yearly computation of the negotiated wage increase. It is further agreed that this stipend will no longer be a negotiable item in future contracts.

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 1986 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 the 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 payments will be made to his/her estate.

6. SAVINGS CLAUSE:

It is mutually understood and agreed that all benefits currently enjoyed by employees shall remain in effect and become merged in this Agreement.

7. LONGEVITY:

All eligible employees shall be entitled to receive longevity which shall be based upon their salary as of December 31st of the previous calendar year (maximum base, \$24,000). The rate of longevity paid is to be based upon the Resolution authorizing longevity payments and setting up schedules of payments of same duly adopted by the Employer on March 18, 1971, and as amended.

9 through 15 years of service = 2%

16 through 20 years of service = 4%

21 years and over = 6%

Effective January 1, 1977, the present longevity program will continue for all employees on the payroll as of December 31, 1976. Employees starting employment with the County on January 1, 1977 and thereafter will not accrue longevity.

8. MEDICAL BENEFITS:

A. All full-time and eligible part-time employees and employees' eligible family (as defined by Blue Cross-Blue Shield) shall be covered by Blue Cross-Blue Shield, and Rider J, or equivalent, at the Employer's expense. Major Medical eligible employees and family shall be supplied at the Employer's expense. The Employer may change carrier or elect to become self-insured with approval of the Association and upon a prior notice to the employee organization so long as equivalent coverage is provided.

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

Medical Benefits (Cont.)

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.

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 one dollar and twenty-five cents (\$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.

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 - \$35.00

Lenses and Frames combined -or- Contact Lenses - \$45.00

This reimbursement shall not exceed and is limited to a total of \$80.00 for a combined cost for the above.

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



Medical Benefits (Cont.)

G. Extended Medical Benefits: Employees who are on approved leaves of absence will be granted a 90-day extension of medical coverage during a medical leave of absence. This shall be in accordance with the current County medical coverage policy.

9. HOLIDAYS:

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

10. PERSONAL DAYS:

All employees shall have four (4) personal days in addition to those above for any personal purpose.

Personal days may not be carried over to the following year. Personal days may be taken on separate days or consecutively; however, the employee should, whenever possible, 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 (3rd) month of employment and severance pay shall be calculated considering personal days on the basis of one accrued personal day per third (3rd) month of employment completed in the year said employment is terminated.

11. BEREAVEMENT:

All employees shall be eligible to receive a maximum of three (3) working 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.

12. VACATIONS/COURT RECESS TIME:

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 credited 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 Civil Service Ruling now in effect.

The principle of seniority shall govern in the selection and scheduling of vacation periods provided that adherence to such practice does not disrupt the normal operations of the Superior Court.

Vacation allowance must be taken during the current calendar year at such time as permitted or directed by the appointing authority unless the appointing authority determines that it cannot be taken because of the pressures of work. Any unused vacation may be carried forward into the next succeeding year only.

In any instance where an employee is absent from work in case of illness and has exhausted his/her available sick leave, he/she may request that any vacation leave which he/she has accumulated be converted to sick leave. The Employer agrees to convert such vacation leave to sick leave upon request.

Court Recess Time: On January of each calendar year, each worker will be credited with four (4) days court recess time. This court recess time is to be utilized during Christmas recess, or should there be no Christmas recess, then a period when the Superior Court is not in session. Unused recess days may not be carried forward to the next calendar year.

If an employee does not have enough compensatory time or leave time, he/she shall then be permitted to take days off without pay when the judge is absent from court.

If the judge to which the worker is assigned takes a vacation during the period of July 1-Labor Day, the worker will then take his/her vacation during the same time. Exceptions to this may be approved by

the County Clerk and not unreasonably withheld. Conflicts in vacation scheduling shall be resolved in favor of the senior workers, provided that the request is submitted prior to May 1st.

Nothing contained herein shall preclude a worker from taking his/her vacation at the same time as the judge to which he/she is assigned if said judge takes time off other than that circumscribed in the above paragraph.

13. 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.

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.

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. All other proper and authorized leave as provided in the rules of the Department of Civil Service, shall be recognized and constitute a part of this Agreement.

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. However, all of the requirements of N.J.S.A. 34:15-1 shall govern and control the Injury Leave and Compensation benefits including the requirement 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.



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

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) which is credited to him/her 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.

14. ADHERENCE TO CIVIL SERVICE RULES:

The Employer and the Association understand and agree that all rules promulgated by the New Jersey Department of Civil Service concerning any matter not specifically covered in this Agreement shall be binding upon both.

15. GRIEVANCE PROCEDURE:

Definition: A grievance is any dispute between the parties concerning the application or interpretation of final agreement reached through these negotiations or any complaint by the employee as to any action or non-action taken towards him which violates any right arising out of his employment.

Step 1. The Association Representative shall present the employee's grievance or dispute to the employee's immediate supervisor, in writing, within ten (10) working days of its occurrence. The supervisor shall attempt to adjust the matter and shall respond, in writing, to the employee within three (3) working days.

Step 2. If the grievance has not been settled, it shall be presented within five (5) working days in writing by the Association Representative to the Department Head after the supervisor's response is due. The Department Head shall respond to the Association Representative in writing within five (5) working days.

Step 3. If the grievance still remains unadjusted or unanswered by the Department Head, it shall be presented by the Association Representative to the County Personnel Director, in writing, seven (7) working days after the response of the Department Head is due. The Personnel Director shall respond within ten (10) working days in writing to the Association Representative. The Association may request a meeting with the Personnel Director within five (5) working days after receiving the answer from the Department Head.

Step 4. If no settlement of the grievance has been reached between the parties, either one or both may move the grievance to arbitration within thirty (30) days of receiving the answer from the Personnel Director.

Employees' grievances will be presented to the County Supervisory Representative on forms prepared by the County. The grievance procedure, as contained in this contract, will be strictly adhered to. It is understood that employees must sign their individual grievances. Grievances without an employee's signature will not be accepted or processed.

Arbitration - Any party wishing to move a grievance to arbitration shall notify the Public Employment Relations Commission that they are moving a grievance to arbitration and request that a list of arbitrators be furnished to the Employer and the employees. If the Employer and the employees cannot mutually arrive at a satisfactory arbitrator within thirty (30) working days after receipt of the list from the Public Employment Relations Commission, the Commission shall select an arbitrator. The arbitrator shall hear the matter on the evidence and within the meaning of this Agreement, such rules and regulations as may be in effect by the Civil Service Commission which might be pertinent and render his award in writing which shall be advisory. The cost of the Arbitrator's fee shall be shared by the Employer and the Association. Time extensions may be mutually agreed to by the Employer and the employees.

16. 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.

17. NO STRIKE OR LOCK-OUT:

Neither the Union nor the Employer or employee shall interfere, instigate, promote, sponsor, engage in or condone any strike or 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 an 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.

18. COMPUTATION ERRORS:

During the life of this contract computation errors may be corrected from the date of determination. These errors may be corrected by Union or Management by mutual consent.

19. DURATION OF CONTRACT

It is hereby agreed that this Agreement shall remain in full force and effect from January 1, 1986 until December 31, 1986 and all provisions therein, unless otherwise provided, shall be retroactive as of January 1, 1986. All of the provisions of this Agreement shall remain in full force and effect until a successor collective bargaining agreement is negotiated.



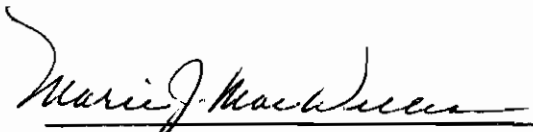
This Agreement may be reopened for 1987 contract negotiations by either party upon notice in writing at least sixty (60) days and no more than one hundred and twenty (120) days prior to December 31, 1986.

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.

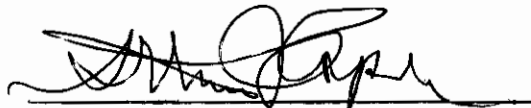
COUNTY OF MIDDLESEX

BY ITS BOARD OF CHOSEN FREEHOLDERS:

ATTEST:



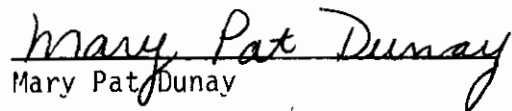
Marie J. MacWilliam  
Clerk of the Board



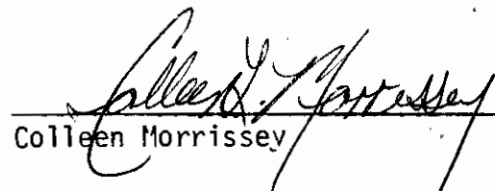
Stephen J. Capestro, Director  
Board of Chosen Freeholders

CLERKS OF THE MIDDLESEX COUNTY

SUPERIOR COURT



Mary Pat Dunay



Colleen Morrissey