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Hudson

AGREEMENT BETWEEN  
BOARD OF CHOSEN FREEHOLDERS OF HUDSON COUNTY

AND

SUPERIOR AND COUNTY COURT CLERKS ASSOCIATION  
OF HUDSON COUNTY, INC.

1974

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A G R E E M E N T

This Agreement made on the 13<sup>th</sup> day of June, 1974, between the Board of Chosen Freeholders of Hudson County, and the Superior and County Court Clerks Association of Hudson County, Inc.;

WITNESSETH, whereas the Public Employment Relations Commission has certified the Superior and County Court Clerks Association of Hudson County Inc. as the bargaining representative for the purpose of negotiations with respect to wage, hours and other terms of employment, of all Court Clerks employed by the Board of Chosen Freeholders. Now, therefore, the Board of Chosen Freeholders of Hudson County and the Superior and County Court Clerks Association of Hudson County, Inc. mutually agree as follows:

ARTICLE 1

DURATION OF CONTRACT

The term of this Contract shall be from January 1, 1974 through December 31, 1974. In the event a new contract has not been executed before the expiration hereof, the provisions hereof shall continue in full force and effect until a new agreement has been executed.

ARTICLE II

COMPENSATION SCHEDULE  
EFFECTIVE JANUARY 1, 1974

| A.        | <u>OLD SALARY SCALE</u> | <u>SALARY UNDER THIS CONTRACT</u> |
|-----------|-------------------------|-----------------------------------|
| Group I   | \$ 9,712.44             | \$10,740.50                       |
| Group II  | 10,818.81               | 11,972.55                         |
| Group III | 11,477.57               | 12,590.00                         |
| Group IV  | 12,085.65               | 13,000.00                         |
| Group V   | 12,744.41               | 13,000.00                         |
| Group VI  | 12,795.08               | 13,000.00                         |

B. There shall be no change in the starting salary as established by the Board of Freeholders. The starting salary is \$9,300.00 per annum.

ARTICLE III

RETROACTIVE APPLICATION OF SALARY INCREASES

The salary increase granted to each employee in Article II, shall be retroactive to January 1, 1974, except as otherwise provided.

ARTICLE IV

OVERTIME

- A. Court Clerks shall perform duties necessary for the opening of Court before 9:00 a.m. but not before 8:30 a.m. so as to enable the court to convene at 9:00 a.m. Court shall commence at 9:00 a.m. and end at 4:00 p.m. No overtime shall accumulate before 4:00 p.m. except as provided in Paragraph B, below. Overtime shall be paid at time and one-half for all time worked after 4:00 p.m. The overtime rate shall be computed using 2080 hours divided into the annual attained gross salary under this agreement. The Court Clerks shall not be required, however, to work during the lunch hour, unless a jury is deliberating or specially directed to do so by the Judge in the courtroom to which they are assigned. Vouchers shall not be submitted for less than 15 minutes for overtime.
- B. Overtime shall be paid from 8:30 a-m. or before, only if, the Judge directs the Clerk to be present so that the Court may proceed to hear matters at such earlier time then 9:00 a.m.
- C. If court is in session during the regular lunch hour, the clerk shall be granted a lunch period.
- D. Overtime vouchers shall be submitted within two (2) days of the day overtime is worked, and shall be paid no later than the second pay day after the voucher is submitted.

ARTICLE V

VACATIONS

A. The existing vacation practice shall be continued by the Board of Chosen Freeholders, and it is expressly understood to include a five (5) week vacation period for 1974 which has been established by past practice for all members.

B. One of the Five (5) weeks vacation may be what is designated as the "Judges Seminar Week" which may include Labor Day.

ARTICLE VI

COURT HOLIDAYS AND RECESSES

Court Holidays and official court recesses shall be determined by order of the Supreme Court. Court clerks shall not be required to work on court holidays and other official court recesses as designated by the New Jersey Supreme Court.

ARTICLE VII  
DUE CHECK-OFF

The Freeholders shall withhold from each salary check of each Court Clerk who is a member of the association the sum of \$1.50, the total of which shall be remitted to the Treasurer of the Association once each month.

ARTICLE VI

LONGEVITY PROGRAM

Effective July 1, 1974, the following longevity program shall go into effect:

a. for employees with more than five years of service but not more than 10 years of service- \$100 per annum,

b. for employees with more than 10 years of service but not more than 15 years of service - \$200 per annum,

c. for employees with more than 15 years of service but not more than 20 years of service -\$300 per annum,

d. for employees with more than 20 years of service, \$400 per annum.

Effective July 1, 1975, payments under the longevity program shall be:

a. for employees with more than five years of service but not more than 10 years of service-\$200. per annum,

b. for employees with more than ten years of service but not more than 15 years of service- \$400 per annum,

c. for employees with more than 15 years of service but not more than 20 years of service- \$600 per annum,

d. for employees with more than 20 years of service \$800 per annum.

ARTICLE IX

RETENTION OF FRINGE BENEFITS

The Court Clerks individually and as an Association shall retain all fringe benefits to which they were entitled prior to the effective date of this Agreement.

ARTICLE X

GRIEVANCE PROCEDURE

A. A "grievance" shall be any difference of opinion, controversy or dispute arising between the parties hereto relating to the alleged violation of, interpretation or application of any of the provisions of this Agreement.

B. A grievance to be considered in this procedure must be initiated by the employee within thirty (30) working days from the time the employee knew or should have known of its occurrence.

C. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

D. It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the County until such grievance has been fully determined.

STEP ONE:

The grievance shall be discussed with the employee involved and the Association representative with the immediate supervisor designated by the County. The answer shall be in writing and made within three (3) days by such immediate supervisor, to the Association.

ARTICLE X

GRIEVANCE PROCEDURE (cont'd)

STEP TWO:

If the grievance is not settled through Step One the same shall within five (5) working days be reduced to writing by the Association and submitted to the department head, or any person designated by him, and the answer to such grievance shall be made in writing, with a copy to the Association within five (5) days of submission.

STEP THREE:

If the grievance is not settled at Step Two then the Association shall have the right within five (5) working days of the receipt of the answer at Step Two to submit such grievance to the County Personnel Director. A written answer to such grievance shall be served upon the individual and the Association within seven (7) calendar days after submission.

STEP FOUR:

If the grievance is not settled through Step Three then the aggrieved shall have the right within five (5) working days to pursue all legal remedies afforded by the provisions of the Civil Service Act.

If the grievance is not settled at Step Three and the aggrieved does not elect to pursue his grievance under the provisions of the Civil Service Act, then the Association shall have the right within five (5) working days to submit such grievance to an arbitrator. The arbitrator shall be selected from the American Arbitrati

ARTICLE X

GRIEVANCE PROCEDURE (cont'd)

Association. The arbitrator shall have full power to hear the dispute and make a final determination, which shall be binding on both parties. The arbitrator does not have the right to add to, subtract from or modify this Agreement in any manner. Each party shall bear its own costs of the arbitration, but the costs of the arbitrator shall be borne by the County and the Association equally.

The Association President, or his authorized representative, may report an impending grievance to the County Personnel Director in an effort to forestall its occurrence.

E. Nothing herein shall prevent any employee from processing his own grievance, provided an Association representative may be present as observer at any hearing on the individual's grievance.

F. WORK STOPPAGES: Since adequate grievance procedures are provided in this Agreement and since binding arbitration has been agreed to, the Association agrees that it will not engage in, encourage, sanction, or suggest strikes, slow-downs, mass resignations, mass absenteeism, or any other similar action which would involve a work stoppage that may disturb or interfere with the orderly operation of the County's facilities.

G. Investigation and processing grievances by officially authorized representatives which have been formalized and submitted

ARTICLE X

GRIEVANCE PROCEDURE (cont'd)

in writing, providing that such time shall be reasonable and limited to one (1) hour and provided there is no interruption of work activities. In emergency situations these limitations may be extended. The accredited representative shall provide reasonable notification to his supervisor or to the appropriate authority whenever he wishes to handle such activity. Permission will not be unreasonably withheld. It is further understood that the supervisor has the right to seek adjustment of appointments when the work situation warrants this.

The Association shall designate to the County the names of the authorized representative who shall have the authority under this Article.

H. MANAGEMENT RIGHTS:

1. The Association recognizes that the County may not, by Agreement, delegate authority and responsibility which by law are imposed upon and lodged with the County.

2. The County reserves to itself sole jurisdiction and authority over matters of policy and retains the right, in accordance with the laws of the State of New Jersey and the rulings of the State Civil Service Commission to do the following:

- a. to direct employees of the County;
- b. to hire, assign, promote, transfer and retain employees covered by this Agreement with the County or to suspend, demote, discharge, or take disciplinary action against employees;

ARTICLE X

GRIEVANCE PROCEDURE (cont'd)

c. to make work assignments, work and shift schedules including overtime assignments;

d. to relieve employees from duties because of lack of work, or other legitimate reasons;

e. to maintain the efficiency of the County operations entrusted to them;

f. to determine the methods, means and personnel by which such operations are to be conducted;

g. to make any and all decisions in the sole and absolute discretion of the County which affect directly or indirectly the County Pension Program. No such decision by the County shall in any way be subject to the grievance procedure herein set forth.

I. EMPLOYEE RIGHTS: The employees individually retain all rights guaranteed to them by the Civil Service Laws, statutes and P.E.R.C. Laws, anything herein to the contrary notwithstanding.

IN WITNESS WHEREOF, the parties hereto have hereunto  
set their hands and seals or caused these presents to be signed  
by their proper officers and their county seal or corporate seal  
to be hereto affixed on this 13<sup>th</sup> day of June, 1974.

SUPERIOR AND COUNTY COURT CLERKS  
ASSOCIATION OF HUDSON COUNTY, INC.

BY Ignacio Gonzalez (L.S.)  
PRESIDENT

BY William T. Conway (L.S.)  
Vice President

BOARD OF CHOSEN FREEHOLDERS  
OF HUDSON COUNTY

BY Ann H. Malley (L.S.)

BY Joseph L. Linn (L.S.)