

THIS BOOK DOES
NOT CIRCULATE

AUTHORIZING APPROVAL OF LABOR AGREEMENT WITH THE DISTRICT
COURT CLERKS ASSOCIATION

file #2563

WHEREAS, the District Court Clerks Association is the exclusive bargaining agent for the Court Clerks of the District Court; and

WHEREAS, said Association and Representatives of the County of Middlesex have completed Labor Negotiations pursuant to Chapter 303, Laws of 1968 of the State of New Jersey (Public Employment Relations Commission); and

WHEREAS, agreement concerning wages and working conditions has been reached between Representatives of the County of Middlesex and the Representatives of the District Court Clerks Association which Labor Agreement is attached hereto and is effective from January 1, 1978 to December 31, 1978 covering the following parties: Court Clerks of the District Court and the County of Middlesex, and which amends the previous contract between said parties; and

WHEREAS, said agreement is in the best interests of the County of Middlesex;

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders that the 1978 Labor Agreement between the District Court Clerks Association and the County of Middlesex, which agreement is attached hereto, shall be and is hereby approved; and

BE IT FURTHER RESOLVED that the Director of this Board shall be and is hereby authorized to execute said agreement with the above mentioned parties on behalf of the County of Middlesex and the Clerk of this Board shall be and is hereby authorized to attest said agreement and to affix thereto the corporate seal

LIBRARY
Institute of Management and
Labor Relations

MAY 2 1978

RUTGERS UNIVERSITY

of the County of Middlesex; and

BE IT FURTHER RESOLVED that this resolution shall take effect immediately and be retroactive to January 1st, 1978; and

BE IT FURTHER RESOLVED that a certified copy of this resolution be forwarded to the County Personnel Director, County Treasurer, County Comptroller, County Administrator and the New Jersey Department of Civil Service.

JOHN J. ROONEY, CHAIRMAN
DEPT. OF FINANCE & ADMINISTRATION

DATED: April 20, 1978

Approved as to form and legality:

EMA

Hermon B. Hoffman
County Counsel

I, Mary C. Hudson, Clerk of the Board of Chosen Freeholders of the County of Middlesex and State of New Jersey, do hereby certify that the above is a true copy of a resolution adopted at a meeting of the Board held on APR. 20 1978
Mary C. Hudson
Clerk

This Agreement made the 20th day of April 1978 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 District Court (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 title:

Court Clerks (Middlesex County District Court)

2. Salary Range: Employees covered under the terms of this agreement shall be paid in accordance with the following salary range:

Court Clerks 9170-15115

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, 1978 all Association employees shall receive a wage increase of 6% over their December 31, 1977 wages.

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 of 1978.

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.

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 as the provisional, will be returned to his previous lower title. The 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 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.

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. Effective January 1, 1978, all eligible employees covered by this agreement will be paid in accordance with the County wage submittal dated January 19, 1978.

6. In addition to the employees wages 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 \$750.00. 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.

A. 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.

7. 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.

8. Longevity: All eligible employees shall be entitled to receive longevity which will be based upon their salary as of December 31, 1976. 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.

9. It is agreed that the Court Clerks shall receive a supper allowance of three dollars and thirty cents (\$3.30) whenever a Court Clerk is required to work after 5:30 p.m., provided same can be verified.

10. Medical Benefits: All eligible employees and eligible employees' family shall be covered by Blue Cross, Blue Shield, and Rider J at the Employer's expense. Major Medical for the employee and family shall be supplied at the Employer's expense.

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 Rutgers Community Health Plan coverage as is contributed toward traditional coverage. In the event Rutgers Community Health Plan coverage is elected the employee may be subject to a payroll deduction depending on the type of coverage.

All employees shall be covered by the Great-West Life Assurance Company Dental Service Plan, or a similar plan, at the employer's expense.

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.

11. 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.

12. Personal Days: All employees shall have three (3) personal holidays in addition to those above for any personal purpose.

Personal holidays may not be carried over to the following year. Personal holidays may be taken on separate days or consecutively; however, the employee should, whenever possible, give the Employer one (1) day notice for each personal holiday to be taken. New employees shall accrue one (1) personal holiday at the end of each fourth month of employment and severance pay shall be calculated considering personal holidays on the basis of one accrued personal holiday per fourth month of employment completed in the year said employment is terminated.

13. 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) 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.

14. 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 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 District 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 pressure 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.

15. Sick Leave: A new employee shall earn sick leave at a rate of one and one-quarter (1¼) 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. 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.

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 \$12,000.00) 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.

20. 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.

21. 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.

22. Duration of Contract: It is hereby agreed by the Employer and the Association that this contract shall remain in effect from January 1, 1978 until December 31, 1978.

This Agreement may be reopened by either party for the 1979 contract negotiations upon notice in writing at least sixty (60) days and no more than one hundred and twenty (120) days prior to December 31st, 1978.

COUNTY OF MIDDLESEX
BY ITS BOARD OF CHOSEN FREEHOLDERS:

ATTEST:

Thomas J. Molyneux
DIRECTOR THOMAS J. MOLYNEUX

Mary C. Hudson
MARY C. HUDSON, ASSISTANT CLERK

CLERKS OF THE MIDDLESEX COUNTY
DISTRICT COURT:

Kathleen A. Mazzagatti
KATHLEEN A. MAZZAGATTI

Faye P. Burke
FAYE BURKE

Elsie Buckelew
ELSIE BUCKELEW

Stephanie Aumick
STEPHANIE AUMICK