

Contract # 2717

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1994 OCEAN COUNTY COURT CLERKS' COLLECTIVE AGREEMENT

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1994 Ocean County Court Clerks' Collective Agreement

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## AGREEMENT

THIS AGREEMENT, made on the 16th day of August, 1994, between the Assignment Judge of the Superior Court of the County of Ocean, in the State of New Jersey, hereinafter referred to as the "Employer", and the OPEIU Local 32, a recognized bargaining union, hereinafter referred to as the "Union."

### ARTICLE I - Purpose

The purpose of this Agreement is to set forth herein negotiable terms and conditions of employment to be observed between the parties.

### ARTICLE II - Recognition of Association

The Assignment Judge recognizes the OPEIU Local 32 as the sole and exclusive representative of all court clerks in the Ocean Vicinage for the purpose of negotiating matters relating to salaries and terms and conditions of employment.

### ARTICLE III - Salaries

#### Section 1

Effective April 1, 1994 and retroactive to that date, the minimum salary for court clerks shall be established as follows:

<u>Title</u>	<u>Minimum</u>
Court Clerk	\$17,250

#### Section 2

Effective April 1, 1994 and retroactive to that date, each court clerk whose March 31, 1994 base salary is less than \$25,000 shall receive an increase of five hundred dollars (\$500) added to his/her March 31, 1994 base salary.

#### Section 3

Effective April 1, 1994 and retroactive to that date, each court clerk whose March 31, 1994 base salary exceeds \$25,000 shall receive an increase of three percent added to his/her March 31, 1994 base salary.

#### Section 4

Effective October 1, 1994 the minimum salary for court clerks shall be established as follows:

<u>Title</u>	<u>Minimum</u>
Court Clerk	\$17,500

#### Section 5

Effective October 1, 1994, each court clerk whose September 30, 1994 base salary is less than \$25,000 shall receive an increase of five hundred dollars (\$500) added to his/her September 30, 1994 base salary.

### ARTICLE IV - Bilingual Stipend

Section 1 - Court clerks certified by the Administrative Office of the Courts as "Bilingual-Spanish/English" and who use the bilingual skills to meet the needs of the Ocean Judiciary, shall receive an annual stipend of \$1,200 payable on January 1 of each year of this Agreement. Upon attainment of the

certification, this amount of the annual award shall be prorated for the remainder of the calendar year.

Section 2 - Court clerks not receiving the certification as described in Section 1 of this Article shall have the right of refusal if asked to translate.

#### ARTICLE V - Management Rights

Section 1 - To insure the effective and efficient administration of the duties and responsibilities vested in the members of the Association by statute, court rule and judicial policy, the Assignment Judge and Management hereby reserve and retain unto themselves all the powers, rights, authority, duties and responsibilities conferred upon and vested in them by law prior to the signing of this Agreement. Among the rights which Management retains, but not limited to them, are the following:

1. To manage and administer the affairs and operations of the Superior Court Clerks;
2. To direct its working forces and operations;
3. To hire, promote, assign and transfer personnel;
4. To schedule and determine work assignments;
5. To demote, suspend, discharge or otherwise take action of a disciplinary nature against "provisional" or "temporary" employees;
6. To demote, suspend, discharge or otherwise take disciplinary action for just cause against "permanent" employees in accordance with applicable statutes and court rules;
7. To promulgate rules and regulations from time to time, which may affect the orderly and efficient administration of the Superior Court Clerks. It is understood that such rules and regulations as ordered by statute, court rule, or court policy, may be instituted without prior notice and that other regulations covering local working conditions will be instituted upon proper notification.

Section 2 - The parties to this Agreement acknowledge that the New Jersey Constitution, statutes and court rules provide for the involvement of the Chief Justice and the Supreme Court, the Administrative Director of the Courts and the Assignment Judge of the County in the administration of services. They hereby recognize and agree to respond and comply to the requests, promulgated standards and pronouncements of these aforementioned parties as they exercise their lawful rights.

Section 3 - The Judge's and Management's use and enjoyment of their powers, rights, authority, duties and responsibilities, and the adoption of their policies and practices or the promulgation of rules and regulations in furtherance thereof, and the exercise of discretion pursuant thereto, shall be limited only by the terms of this Agreement and to the extent same conform to the court rules and other laws of New Jersey and the United States.

Section 4 - Nothing contained in this Agreement shall operate to restrict the Judge and Management in the exercise of their rights, responsibilities and authority pursuant to the laws of this State or the United States.

Section 5 - The administrative and procedural provisions and controls of Civil Service Laws and the Rules and Regulations promulgated thereunder are to be observed in the administration of this Agreement with respect to classified employees governed by this Agreement, except to the extent that this Agreement pertains to subjects not therein contained or where this Agreement is contrary to or in conflict with such provisions and controls and except to the extent inconsistent with New Jersey Supreme Court rules and policies governing administration of the Courts.

ARTICLE VI - No Strike Clause

During the period of time of this Agreement, and not withstanding any change in existing law, the Union and its employees, shall not have the right to engage in any slowdown, work stoppage, strike or similar type of concerted action activity. The sole method for resolving any disagreement concerning this Agreement or other elements of the employment relationship shall be covered by the procedure contained in this Agreement.

ARTICLE VII - Grievance Procedure for Judicial Employees

Any grievance or dispute which may arise between or among the parties, including the application, meaning or interpretation of the Agreement, shall be heard and determined in accordance with the following:

Step 1 - The employee shall set forth, in writing, and within five (5) days of the occurrence of a grievable matter, the specific facts upon which the grievance is based and shall present the same, personally or by a Union representative, to the Department Head. Within two (2) work days of his receipt of such written grievance, the Department Head shall notify the grievant's immediate supervisor, who shall have three (3) work days to attempt an informal resolution of the grievance.

Step 2 - If the supervisor fails to resolve the grievance informally, he/she shall notify the Department Head who shall schedule a hearing and render a written decision within fifteen (15) work days.

Step 3 - If the determination of the Department Head is adverse to the grievant, the grievant may appeal, by letter, to the Assignment Judge of Ocean County, or his designee, within ten (10) days from the date of the receipt of the decision of the Department Head. The grievant shall attach to the letter of appeal, a copy of the original grievance, as well as a copy of the decision of the Department Head. Within twenty (20) work days after receipt of the letter of appeal, the Assignment Judge, or his designee, shall schedule a hearing and render a written decision.

The failure of the supervisor, Department Head, or Assignment Judge to act within the time limitations prescribed herein shall constitute a denial of or adverse determination of the grievance and the grievance shall be deemed pending in the next step of the procedure.

ARTICLE VIII - Shop Steward

The Union shall elect a Shop Steward who shall attempt to mediate any problems which may arise involving members of the bargaining unit.

ARTICLE IX - Hours of Work

Section 1 - The standard work day for the Superior Court Clerks shall consist of six and one-half (6 1/2) hours. Presently the work day is from 8:45 a.m. to 4:15 p.m., with a one (1) hour unpaid lunch period. These hours will remain in effect unless and until modified by the Assignment Judge of Ocean County, subject to reasonable notice.

ARTICLE X - Overtime

A. All employees shall be expected to complete their work in the time allotted for the normal working day. Any employee scheduled to work beyond their regularly scheduled work day shall be compensated at the rate of time and one-half (1 1/2x) after forty (40) hours of work have been completed during a Monday through Friday work week.

B. Employees scheduled to work on Saturday, the sixth workday, shall be compensated at the rate of time and one-half (1 1/2x) for all hours worked.

C. Employees scheduled to work on Sunday, shall be compensated at the rate of time and one-half (1 1/2x) for all hours worked.

D. If an employee is required to work on a designated holiday, he or she will be compensated at the rate of time and one-half (1 1/2x) of normal base salary plus straight time for the holiday.

E. Call-in pay of three (3) hours minimum for emergencies or re-call from vacation, shall be paid to all employees called to work by their supervisor, Department Head or other recognized authority or representative of the employer.

F. Superior Court Clerks shall earn compensatory time for hours they are required to work in excess of sixty-five (65), though less than eighty (80) hours, during any given two-week payroll period, or, at the discretion of the Trial Court Administrator, cash payment for the additional hours worked on a straight time basis. Compensatory time shall be earned in no less than thirty (30) minute increments. Compensatory time may be utilized by Superior Court Clerks subject to prior written approval of the Assignment Judge, Department Head and/or their designees.

#### ARTICLE XI - Holidays

Holidays will be granted by Order of the Assignment Judge, based upon the determination of the Supreme Court.

#### ARTICLE XII - Longevity Pay

Longevity pay for all Superior Court Clerks covered by this Agreement will be based upon the schedule set forth below:

7 years	3.0% of base salary
12 years	4.6% of base salary
17 years	5.7% of base salary
22 years	6.5% of base salary
27 years	7.3% of base salary
32 years	8.0% of base salary

#### ARTICLE XIII - Bereavement Provision

All employees shall have up to three (3) days leave in the event of the death of a spouse, common-law spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother, brother-in-law, sister, sister-in-law, grandparent, grandchild, uncle or aunt of the employee; and any other member of the immediate household. One (1) day leave will be given to attend the funeral services of a spouse's aunt, uncle, or grandparent.

Such leave will not be taken until the immediate supervisor is notified of the instance of bereavement. The employing authority may require proof of loss of a decedent whenever such requirement appears reasonable. Abuse of the Bereavement Provision shall be cause for disciplinary action.

**ARTICLE XIV - Hospital, Surgical, Prescription and Major Medical Benefits**

A. Effective April 1, 1994, the Employer shall provide medical coverage to employees in this unit through the New Jersey State Health Benefits Program as supplemented by the New Jersey Local Prescription Drug Program and Chapter 88 P.L. 1974, as amended by Chapter 436 P.L. 1981.

B. The Employer shall not change the health insurance coverages referred to in paragraph A except for a plan that is equivalent or better, provided, however, that the parties expressly recognize that the components of HMO plans are changed periodically by the plan providers and that the Employer has no control over or any obligations regarding such changes.

C. An eligible employee may change his or her coverage from the New Jersey State Health Benefits Program to an HMO, or vice versa, only during the announced open enrollment period each year after having been enrolled in the former plan for a minimum of one (1) full year. Regardless of this election, employees are specifically ineligible for any deductible reimbursement.

D. When a member of this bargaining unit is granted the privilege of a leave of absence without pay for illness, health coverage under the articles providing for hospital, surgical, major medical, family dental plan, and family prescription plan, will continue at Employer expense for the balance of the calendar month in which the leave commences plus up to three additional calendar months next following the month in which the leave commences. After that time has elapsed, coverage for an additional period of 18 months may be purchased, if necessary, by the employee under the C.O.B.R.A. plan.

E. In the case of consecutive leaves of absences without pay, it is understood and agreed that the responsibility of the Employer to pay for benefits remains limited to the original period of up to four calendar months.

**ARTICLE XV - Family Dental Plan**

Members of this bargaining unit, after the first of the month following three (3) full months of employment, shall be eligible for a Family Dental Plan contracted for with Blue Cross/Blue Shield or other suitable dental care provider; provided, however, that any employee with three (3) or more months of service with the County of Ocean or the Ocean County Judiciary as of the effective date of this plan shall be covered immediately.

The Family Dental Plan will be made available to eligible employees, spouses and children to age nineteen (19) and will be experience-rated. The maximum total cost for services per patient per benefit year is limited to \$1,000. There will be a \$25.00 deductible per patient per benefit year, to be paid by the employee, for up to the first three (3) members of each family. However, this deductible is not applicable to preventive and diagnostic services as described below.

The County of Ocean will be financially responsible for the percentages of cost indicated next to each class of dental care service:

Preventive and diagnostic (x-rays, cleaning, check-up, etc.).....	100%
Treatment and therapy (fillings).....	80%
Prosthodontics, periodontics, inlays caps and crowns, oral surgery (ambulatory).....	50%
Orthodontics (limited to \$800 per patient over a 5 year period).....	50%

**ARTICLE XVI - Mileage**

All employees who have approval to use their personal vehicles for County business, shall be reimbursed at \$.25 per mile, plus tolls, if any should apply. All employees will report their mileage on the appropriate form and will use the appropriate voucher as prepared by the County.

All such employees shall carry liability insurance as required by the Board of Chosen Freeholders for County employees, and shall file an insurance certificate with the County reflecting such coverage.

**ARTICLE XVII - Dues Checkoff**

The employer agrees to deduct from the earnings of each employee of the Association, dues when said employee has properly authorized such deduction in writing. The Association will indemnify, defend and save harmless, the County against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the County in reliance upon salary deduction authorization cards submitted by the Association to the County.

**ARTICLE XVIII - Representation Fee****Section 1**

Subject to the conditions set forth in the paragraphs below, all eligible nonmember employees in this unit will be required to pay to the majority representative a representation fee in lieu of dues for services rendered by the majority representative until April 1, 1994. Nothing herein shall be deemed to require any employee to become a member of the majority representative.

It is understood that the implementation and/or continuation of the agency fee program is predicated on the demonstration by the Union that more than 50% of the eligible employees in the negotiating unit are dues paying members of the union.

After this Agreement is signed and approved pursuant to N.J.S.A. 2A:168-5, and when the Judiciary has finalized formal adoption of this system for nonmember appeals, and thereafter in each year of the Agreement on January 1, an assessment shall be made to determine if the minimum percentage has been exceeded. If it has, the agency fee shall continue until the following annual assessment. If it has not, the agency fee will be discontinued and eligibility for reinstatement shall be on a quarterly basis as provided above.

If the agency fee is discontinued, an assessment shall be made on each quarterly date; i.e., January 1, April 1, July 1 or October 1, to determine if the minimum percentage is exceeded. If the minimum percentage is exceeded the agency fee plan shall be reinstated, with proper notice to affected employees.

**Section 2 - Amount of Fee**

Prior to the beginning of each contract year, the Union will notify the Judiciary and the County in writing of the amount of regular membership dues, initiation fees and assessments charged by the union to its own members for that contract year, and the amount of the representation fee for that contract year. Any changes in the representation fee structure during the contract year shall be in accordance with Article XVI above.

The representation fee in lieu of dues shall be in an amount equivalent to the regular membership dues, initiation fees and assessment charged by the majority representatives to its own members less the cost of benefits financed through the dues, fees and assessments and available to or benefiting only its members, but in no event shall such fee exceed 85% of the regular membership dues, fees and assessments.



### Section 3 - Deduction and Transmission of Fee

After verification by the Judiciary and the County that an employee must pay the representation fee, the County will deduct the fee for all eligible employees in accordance with this article.

The mechanics of the deduction of representation fees and the transmission of such fees to the Union will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Union.

The County shall deduct the representation fee from a new employee as soon as possible after thirty (30) days from the beginning date of employment in a position in this unit.

### Section 4 - Demand and Return System

The representation fee in lieu of dues only shall be available to the Union if the procedures hereafter are maintained by the Union.

The burden of proof under this system is on the Union.

The Union shall return any part of the representation fee paid by the employee which represents the employee's additional pro rata share of expenditures by the Union that is either in aid of activities or causes of a political or ideological nature only incidentally related to the terms and conditions of employment, or applied toward the cost of other benefits available only to members of the majority representative.

The employee shall be entitled to a review of the amount of the representation fee by requesting the Union to substantiate the amount charged for the representation fee. This review shall be in conformance with the internal steps and procedures established by the Union.

### Section 5 - Annual Notice to Nonmembers; Copy of Demand and Return System to Public Employer

- a. Prior to the commencement of payroll deductions of the representation fee in lieu of dues for any dues year, the majority representative shall provide all persons subject to the fee with an adequate explanation of the basis of the fee, which shall include:
  - (1) A statement, verified by an independent auditor or by some other suitable method of the expenditures of the majority representative for its most recently completed fiscal year. The statement shall set forth the major categories of expenditures and shall also identify expenditures of the majority representative and its affiliates which are in aid of activities or causes of a political or ideological nature only incidentally related to the terms and conditions of employment or applied toward the cost of benefits only available to nonmembers of the majority representative.
  - (2) A copy of the demand and return system established by the majority representative pursuant to Supreme Court Policy as set out on N.J.S.A. 34:13A-5.6, including instructions to persons paying the representation fee in lieu of dues as to how to request review of the amount assessed as a representation fee in lieu of dues.
  - (3) The name and address of the financial institution where the majority representative maintains an account in which to escrow portions of representation fees in lieu of dues which are reasonably in dispute. The interest rate of the account in effect on the date the notice required by (1) above is issued shall also be disclosed.

(4) The amount of the annual representation fee in lieu of dues, or an explanation of the formula by which the representation fee is set, and the schedule by which the fee will be deducted from pay.

- b. The majority representative shall provide a copy of the demand and return system referred to in (a) above to the Trial Court Administrator. The deduction of the representation fee shall be available only if the Union establishes and maintains this review system.

If the employee is dissatisfied with the Union's decision, he/she may appeal to a three-member board of the Public Employment Relations Commission Appeal Board.

Section 6 - Judiciary and County Held Harmless

The Union hereby agrees that it will indemnify and hold the Judiciary and the County harmless from any claims, actions or proceedings brought by any employee in the negotiations unit which arises from an agreement to deduct made by the Judiciary and the County in accordance with this provision. Neither the Judiciary, the County nor the employee shall be responsible for any back payment of the representation fee for any cause upon the entry or reentry of the employee into the Union. The term excluded position shall include but not be limited to confidential, managerial, exempted positions, and leave of absence without pay.

If violations of any time frame occur regarding representation fee deduction, and they are brought to the attention of the Judiciary and the County, the Judiciary and the County shall review the matter and solve the problem on a prospective basis.

Section 7 - Legal Requirements

Provisions in this clause are further conditioned upon all other requirements set by the Rules of the Public Employment Relations Commission Appeal Board.

ARTICLE XIX - Job Classification

A. Employees will normally work only in their own job classification. If an employee must work in a higher job classification for two (2) or more complete and consecutive work days, he or she shall be compensated at a daily rate which is ten percent (10%) higher than his/her regular base salary retroactive to the first day of such service. For the purposes of this Article, the title of Judicial Secretary is not considered to be a higher title.

B. Whenever an employee is promoted or re-classified from one class or title to another, then the salary shall be adjusted to the minimum of the new title, or to the old rate, whichever is higher.

C. A copy of the Resolution creating new positions or abolishing old positions will be made available to the Association after adoption.

ARTICLE XX - Vacation Leave

A. For an employee with no more than twelve (12) months of service, one (1) day for each calendar month employed.

B. For an employee who has served one (1) year and one (1) day, up to a total of four (4) years, 12 work days.

C. For an employee who has worked four (4) years plus one (1) day, up to eleven (11) years, 15 work days.

D. For an employee who has worked eleven (11) years up to nineteen (19) years, 20 work days.

E. For an employee who has worked nineteen (19) years plus one (1) day, 25 work days.

Vacation time must be earned before it is used. Each employee will be informed of his or her vacation time through utilization of the County's computer system. Any employee leaving the service of the County shall have unused vacation time paid to him or her; this shall be on a pro-rated basis of one (1) day for each month of service.

ARTICLE XXI - Personal Leave

All employees covered by this Agreement are to receive three (3) Personal Days during the calendar year. The employee must have the permission of his or her immediate supervisor before Personal Days may be taken and Personal Days shall not be carried forward into another calendar year.

ARTICLE XXII - Sick Leave

Sick leave shall accumulate at the rate of one and one-quarter (1 1/4) days per month in the first year of service, commencing on the first month or major portion thereof from day of hire. It is assumed that the employee shall remain in the service of the County for the remainder of the calendar year, and the total number of sick days, prorated, shall be credited to the employee. If separation occurs before the end of the year and more sick leave has been taken than appropriated on a prorated basis, the per diem rate of pay for the excess days shall be deducted from the final pay. Sick leave shall accumulate from year to year with an additional fifteen (15) days credited to the employee at the beginning of each successive calendar year. Days lost due to injury or illness arising out of or caused by County employment for which the employee has a claim for Worker's Compensation shall not be charged to sick leave. Paid holidays occurring during a period of sick leave shall not be chargeable to sick leave.

Employees in this bargaining unit are also eligible for coverage under the County's reimbursement for unused sick days at retirement policy. This policy provides for unused sick days at retirement on the basis of one-half (1/2) pay for each earned and unused sick day to a maximum of \$12,000. Employees are responsible for following all of the conditions and controls of this policy and all pertinent forms must be submitted to the Department of Employee Relations at least sixty (60) days prior to the date retirement commences. Employees have a choice of selecting either a lump sum payment or payments spread over a three-year period.

ARTICLE XXIII - Leaves

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.

ARTICLE XXIV - Tuition Reimbursement

Members of this bargaining unit are eligible to be reimbursed for college tuition, subject to the Ocean County Tuition Reimbursement Policy (ER 701-86).

ARTICLE XXV - Discrimination

No employee shall be discharged, or discriminated against because of race, creed, sex, ethnic background, association activity, age, or any other reason.

**ARTICLE XXVI - Rights and Privileges of the Association**

A. The employer agrees to make available to the Association all public information concerning negotiable matters between the Judiciary and the Association to process any grievances or complaints. All requests shall be made through the Assignment Judge.

B. Whenever any representative of the Association, or an employee is mutually scheduled by the parties to participate during working hours in negotiations, grievance procedures, conferences or meetings, he or she shall suffer no loss in pay.

C. The Association has the use of the bulletin boards and mailboxes to contact members of the unit.

**ARTICLE XXVII - Personnel Files**

Employees shall have the right to inspect and review their own individual personnel file after proper request to the Employee Relations Director. The employer recognizes and agrees to permit this review and examination at any reasonable time. Employees shall have the right to define, explain or object in writing to anything found in their personnel file. The employee will receive copies of any written reprimands, performance evaluations or work commentaries placed in the employee's file. Employee signatures signifying knowledge of these documents will be required on all documents entered into the employee's file.

**ARTICLE XXVIII - Union Leave**

Members of the bargaining unit may use up to a total of six (6) aggregate days for Union business leave each year. Union officers or shop stewards must request utilization of the leave at least forty-eight (48) hours before it is to commence and the taking of such leave shall not impede the operation of any County department when it is taken. All use of such leave shall be reported to the Union to insure that the employees are actually utilizing the leave for union business.

**ARTICLE XXIX - Severability Clause**

In the event any Federal or State law, or any determination having the force and effect of law, (including rules, regulations or directives of the Chief Justice, Supreme Court of New Jersey, or the Administrative Director of the Courts) conflicts with the provisions of this Agreement, the provision or provisions so affected shall no longer be operative or binding upon the parties; but the remaining portion of the Agreement shall continue in full force and effect. The parties will meet within thirty (30) days to re-negotiate the item so severed.

**ARTICLE XXX - Fully Bargained Clause**

This Agreement contains the entire understanding of the parties. There are no representations, promises or warranties other than those set forth herein. Neither party shall be required to re-negotiate any part until the expiration of said Agreement. This Agreement shall supersede any and all other contracts and/or agreements made with the Superior Court Clerk's Association.

Nothing in this Agreement shall abridge or limit the power of the Assignment Judge to control hours and working conditions in accordance with the Rules of the Court as promulgated by the Supreme Court.

ARTICLE XXXI

DURATION

The provisions of this Agreement shall become effective April 1, 1994 unless otherwise specified and shall continue in full force and effect until December 31, 1994 or until execution of a successor agreement.

IN WITNESS WHEREOF, the Agreement set forth above, we set forth our signatures below:

ATTEST:

Michael W. Rouchelle

Eugene D. Serpentelli  
Eugene D. Serpentelli  
Assignment Judge of the  
Superior Court

Yolanda Matos-Moran  
For the Union

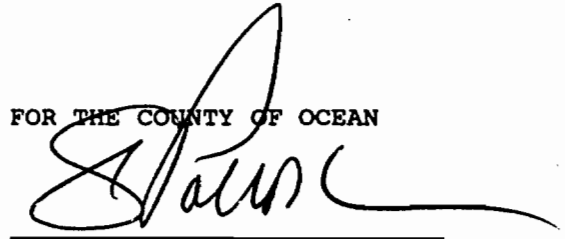
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JUDICIARY/COUNTY OF OCEAN

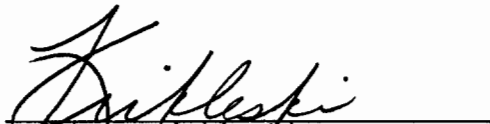
UNDERSTANDING

At the request of the Judiciary, the Administration of the County of Ocean was actively involved in the discussions for the 1994, Ocean County Superior Court Clerks Agreement and, as a result, does not disagree with any of the terms contained herein.

FOR THE COUNTY OF OCEAN

A large, stylized handwritten signature in black ink, appearing to read 'S. Paine', written over a horizontal line.

County Administrator

A handwritten signature in black ink, appearing to read 'Frank W. Kirkleski, Jr.', written over a horizontal line.

Frank W. Kirkleski, Jr.  
Trial Court Administrator