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AGREEMENT

BETWEEN

Cape May County Judge of the Superior Court  
THE ASSIGNMENT JUDGE OF THE SUPERIOR COURT OF

AND FOR THE COUNTY OF CAPE MAY

AND

THE COUNTY OF CAPE MAY

CAPE MAY COURT HOUSE, NEW JERSEY,

AND

LOCAL NO. 1983, CIVIL AND PUBLIC EMPLOYEES OF CAPE MAY  
COUNTY, NEW JERSEY, INTERNATIONAL BROTHERHOOD OF PAINTERS

AND ALLIED TRADES, AFL-CIO

(Clerical Employees)

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CAPE MAY COUNTY, N. J.

Sept 13, 1985 - Dec 31, 1987

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PREAMBLE

This Agreement, entered into this 10th day of September, 1985, by and between THE ASSIGNMENT JUDGE OF THE SUPERIOR COURT AND FOR THE COUNTY OF CAPE MAY, by and through RICHARD J. WILLIAMS, ASSIGNMENT JUDGE FOR THE VICINAGE INCLUDING CAPE MAY COUNTY, NEW JERSEY and the COUNTY OF CAPE MAY (respectively hereinafter referred to as the "Employer" and the "Funding Agent," as their interests may appear); and LOCAL NO. 1983, CIVIL AND PUBLIC EMPLOYEES OF CAPE MAY COUNTY, NEW JERSEY, INTERNATIONAL BROTHERHOOD OF PAINTERS AND ALLIED TRADES, AFL-CIO, hereinafter called the "Union," represents the complete and final understanding on all the bargainable issues between the Employer and the Union.

ARTICLE ONE

PURPOSE

This agreement is entered into in accordance with the provisions of the Constitution of the State of New Jersey, the rules of the Supreme Court of the State of New Jersey, and the directives of the Chief Justice of the Supreme Court of the State of New Jersey, and of the Administrative Director of the Courts and pursuant to the provisions of Chapter 303, Laws of 1968 and as amended (N.J.S.A. 34:13A-5.1, etc.), of the State of New Jersey, to promote and ensure harmonious relations, cooperation, and understanding between the Employer and its personnel; to prescribe the rights and duties of the Employer and its personnel; and to provide for the resolution of legitimate grievances, all in order that the administration of justice shall, by and through the Courts of the State of New Jersey, be expedited and effectuated in the best interests of the peoples of the County of Cape May and State of New Jersey.

## ARTICLE TWO

### RECOGNITION

It is the intention of the parties that this agreement be entered into in accordance with the provisions of the Constitution of the State of New Jersey, the rules of the Supreme Court of the State of New Jersey, and the directives of the Chief Justice of the Supreme Court of New Jersey and of the Administrative Director of the Courts, and that further, insofar as it is possible, that this agreement be construed in harmony with the Rules and Regulations of the Civil Service Commission, Chapter 303 of the Laws of 1968, and as amended, the Statutes of the State of New Jersey, the Resolutions of the County of Cape May and the Rules and Regulations of the various departments of the County of Cape May. Where any Resolution or Rule and Regulation, or part thereof, of the County or its various departments is inconsistent with any term or condition of this contract, the terms and conditions of this contract shall prevail and shall supersede said inconsistent Resolution, Rule and Regulation, or part thereof.

Where any term or condition of this contract, or any Resolution or Rules and Regulations, or part thereof, of the County or its various departments is inconsistent with any present or future rule of the Supreme Court of New Jersey or directive of the Chief Justice of the Supreme Court of the State of New Jersey, or directive of the Administrative Director of the Courts, or directive of the Assignment Judge for the vicinage including Cape May County, such rule of the Supreme Court, directive of the Chief Justice, Administrative Director of the Courts, or Assignment Judge shall prevail and shall supersede said inconsistent term and condition of this contract or of any Resolution or Rule and Regulation, or part thereof.

The Employer recognizes the Union as the sole and exclusive representative of all those certain court related employees of the County of Cape May covered in the aforementioned certification and as more particularly enumerated by job titles in Appendix A attached hereto and made a part hereof, for the purpose of collective bargaining negotiations concerning salaries, wages, and other terms and conditions, but specifically excluding employees of the Cape May County Sheriff's Department represented by the Police Benevolent Association, Local 59, County Investigators and Detectives represented by Police Benevolent Association, Local 59, employees of the Cape May County Probation Department represented by the Cape May County Probation Officers Association, general category employees of Cape May County Court represented separately by Local No. 1983, Civil and Public Employees of Cape May County, New Jersey, International Brotherhood of Painters and Allied Trades, AFL-CIO, elected officials, members of boards and commissions, professional employees, confidential employees, supervisors, and managerial executives within the meaning of the Act.

### ARTICLE THREE

#### MANAGEMENT RIGHTS

A. The Employer hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, the Rules of the Supreme Court of New Jersey, the directives of the Chief Justice of the Supreme Court of New Jersey, and the directives of the Administrative Director

of the Courts and the Assignment Judge of Vicinage One, including, but without limiting the generality of the foregoing, the following rights:

1. To the executive management and administrative control of the Courts and its facilities and to determine the standards of service to be offered by court-related employees and to direct the activities of court-related employees;

2. To determine the standards of selection of employment and to hire all court-related employees and subject to the provisions of Civil Service Rules and Law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees;

3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to Civil Service Rules and Law;

4. To lay off employees in accordance with Civil Service Rules;

5. To maintain the efficiency of its operations;

6. To determine the amount of overtime to be worked;

7. To determine the methods, means and personnel by which its operations are to be conducted;

8. To determine the content of work assignments; and

9. To exercise complete control and discretion over the organization and administration of the Courts and over all terms and conditions of employment of court related personnel.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Employer, the adoption of policies, rules, regulations and practices in furtherance thereof and the use of judgment and discretion in

connection herewith shall be limited only by the specific and express terms of this agreement and the provisions of Civil Service Rules and then only to the extent such specific and express terms hereof are not inconsistent with the Constitution and Laws of New Jersey and of the United States, the Rules of the Supreme Court of New Jersey, the directives of the Chief Justice of the Supreme Court of the State of New Jersey, and the directives of the Administrative Director of the Courts.

C. Nothing contained herein shall be construed to deny or restrict the Funding Agent of its powers, rights, authority, duties and responsibilities under R.S. 40 and R.S. 11 or any other National, State, County or local laws or ordinances unless any such action to be taken by the Funding Agent shall be inconsistent with the Constitution of the State of New Jersey, the rules of the Supreme Court of the State of New Jersey, the directives of the Chief Justice of the Supreme Court of New Jersey, the directives of the Administrative Director of the Courts, or the directives of the Assignment Judge for the vicinage which includes Cape May County in which event the provisions of the Constitution, rules of the Supreme Court, directives of the Chief Justice, Administrative Director or Assignment Judge shall prevail.

#### ARTICLE FOUR

#### DEFINITIONS

The following words and terms, when used in this contract, shall have the following meanings, unless the contents clearly indicates otherwise:

Permanent employee - means an employee who has acquired Civil Service permanent status in his position after the satisfactory completion of a working test period.



Temporary employee - means persons hired in cases of emergency only for a period of not more than two (2) months, which two (2) month period of employment may be extended for a maximum of an additional two (2) months if the emergency is shown to continue.

Provisional appointment - means the appointment to a permanent position pending the regular appointment of an eligible person from a special re-employment, regular re-employment or employment list.

Part-time employee - an employee whose regular hours of duty are less than the regular and normal work week for the class or agency.

Seasonal - employees which are hired for the same short period of time during the year.

Retired employees - employees who retire from a State administered retirement system.

Dependents - include employee's spouse and any employee's unmarried children, including any step children, legally adopted children and foster children dependent upon employee for complete support and maintenance and who have been reported for insurance between birth and 19 years of age, or 23 years of age if a full-time student attending an accredited college. Persons insured as employees are not included as dependents.

Immediate family - means father, mother, spouse, child, foster child, sister or brother of the employee. It shall also include relatives of the employee residing in the employee's household.

Grievance - any controversy arising from the interpretation, application or violation of policies, agreements, and administrative decisions which affect the terms and conditions of employment of an employee.

Overtime - means all hours worked in excess of normal scheduled hours.

Grant employee - means persons who are employed to fill positions funded wholly or at least 50 percent by State or Federal Grants.

C.E.T.A. employee - means persons who are hired to fill positions funded by the Federal Comprehensive Employment and Training Act.

Anniversary date - For the purpose of the computation of Longevity Pay, anniversary date shall be defined as January 1 of the year of initial employment with the County.

## ARTICLE FIVE

### GRIEVANCE PROCEDURE

#### Section 1 - Definition of Grievance

For purposes of this Agreement, a grievance shall be defined as any controversy arising from the interpretation, application or violation of policies, agreements, and administrative decisions which affect the terms and conditions of employment of an employee.

#### Section 2 - Purposes

A. The purpose of this procedure is to secure at the lowest possible level, an equitable solution to the problems which may arise effecting the terms and conditions of this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.

B. Nothing contained herein shall be construed as limiting the right of an employee having a grievance to discuss the matter informally with an appropriate member of the departmental supervisory staff, and having the grievance adjusted without the intervention of the Union.

C. Any grievance permitted hereunder may be raised by an employee or by the Union.

### Section 3 - Steps of the Grievance Procedure

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual consent:

#### Step One:

##### Written Grievances

(a) An aggrieved employee must file a grievance in writing upon a form provided by the Union in triplicate with the shop steward who in turn shall forthwith file one copy of the grievance with the Trial Court Administrator for the vicinage which includes Cape May County and the grievant's immediate supervisor, within five (5) working days of the event(s) giving rise to the grievance, and unless so filed, the right to process a grievance shall be considered thereafter waived and abandoned, and shall bar the employee from any right to proceed further with the grievance. Filing with the supervisor shall be deemed compliance with the time provisions contained herein.

(b) The parties shall exercise every amicable means to informally settle, adjust or withdraw the written grievance filed in accordance with Section (a), above. The Supervisor shall render a decision, in writing, within the said five (5) day period. The failure to render a decision within the said (5) day period shall be deemed to be a denial of the grievance.

#### Step Two:

(a) In the event a satisfactory settlement has not been reached in accordance with Step One, above, the employee may appeal his grievance to the

Department Head within five (5) working days following his receipt of a written determination by the supervisor.

(b) The Department Head shall have five (5) working days following the filing of an appeal by the grievant to render a written decision. The failure to render a decision within the five (5) day period shall be deemed a denial of the grievance.

Step Three:

(a) In the event a satisfactory settlement of the grievance has not been reached in accordance with Step Two, above, the employee may appeal his grievance to the Trial Court Administrator within five (5) working days following the receipt by the employee of the written determination by the department head, by filing with the Trial Court Administrator a written appeal on a form approved by the Court Administrator.

(b) The Trial Court Administrator or his representative shall within twenty (20) days of receipt of a notice of appeal schedule a hearing on the matter. Every party to the hearing shall be entitled to: present his case in person or be represented; call witnesses to testify; produce pertinent documentary evidence; cross-examine witnesses; impeach witnesses; and present any affidavits, exhibits or other evidence which the Trial Court Administrator considers pertinent to the hearing.

(c) The Trial Court Administrator shall be bound by the provisions of this Agreement, and restricted to those facts which were presented to him as involved in the grievance. The Trial Court Administrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any Amendment or Supplement thereto.

(d) The Trial Court Administrator or his representative shall render a written decision within ten (10) working days from the date of the hearing described above. The written decision of the Trial Court Administrator shall contain findings of facts, recommended disposition of the grievance and reasons for the recommendations.

Step Four:

In the event either party is dissatisfied with the decision of the Trial Court Administrator, either party may appeal the matter within five (5) working days following the receipt of the Trial Court Administrator's decision to the Assignment Judge, in writing as prescribed by the Assignment Judge. The Assignment Judge shall review the record, and may hear oral argument from the attorneys for the parties within a reasonable time of the submission of the grievance to him. Subject to the exigencies of the Assignment Judge's schedule, a reasonable time will be deemed to be not more than forty-five (45) days. The Assignment Judge shall render a written final decision which shall be binding upon all parties.

ARTICLE SIX

SENIORITY

A. For purpose of accruing benefits payable hereunder, including but not limited to vacations, sick leave, and longevity, Seniority shall be defined as continuous employment with the Employer from date of hire.

B. For purposes of promotions or demotion, Seniority shall be defined as length of service from the date of employee's Certification by Civil Service in his present title.

C. For purposes of layoff, Seniority shall be defined as employee's length of service from his date of initial Certification by Civil Service as an Employer employee.

D. The Employer shall utilize experience, ability, aptitude, qualification, attendance, physical condition, and the result of the Civil Service examination as the criteria for promotion of employees to job classifications having a higher rate of pay. When all of the aforementioned items are substantially equal, seniority shall be the deciding factor. Any determination hereunder by the Employer shall be subject to the grievance procedure.

E. The Employer shall mail or hand deliver to the Union Business Representative at his office, address to be supplied to the Employer by the Union, copies of all Job Opportunity Bulletins, Civil Service Test Notifications, and all other correspondence, notices or other materials forwarded to or received from Civil Service concerning job openings or opportunities within 72 hours of receipt or transmittal of same.

F. The selection of the employee to be promoted under subsection (D) shall be made in conformity with Civil Service Regulations and State Law.

G. In the event that the "Family Court" or another new court is created in the State of New Jersey, the Assignment Judge, or his representative, will review and discuss with the Union, to the extent judicially appropriate, the impact of the creation of said court on employees covered hereunder.

## ARTICLE SEVEN

### UNION REPRESENTATIVES

A. Accredited representatives of the Union may enter the Court House or related facilities at reasonable hours for the purpose of observing working conditions or assisting in the adjustments of grievances. When the Union decides to have its representative enter the Court House or related facilities or premises, it will request such permission from the appropriate Assignment Judge, and such permission will not be unreasonably withheld, provided there should be no interference with the normal operations of the business of Employer or normal duties of employees. There shall be no Union business transacted nor meeting held on Assignment Judge time. However, the Assignment Judge may, subject to availability, provide facilities for the Union to conduct meetings in the individual departments during off-duty hours.

B. One shop steward may be elected in each department to represent the Union in grievances arising with the Assignment Judge. Each department shall elect its steward and the Union shall furnish the Assignment Judge with a list of stewards. There shall be one chief steward who shall be elected by the committee of stewards.

C. The Assignment Judge and the Union acknowledge and agree that from time to time Union Officers and Stewards may be required to perform essential Union duties. Accordingly, the Assignment Judge agrees to give time off the job with pay for Union Officers and Shop Stewards performing essential Union duties; such time shall not exceed two (2) hours during any one day. The Union agrees to take all steps necessary to insure that this time is within reasonable limits.

## ARTICLE EIGHT

### HOURS AND OVERTIME

1. For all employees the basic work week will be from 8:30 a.m. to 4:30 p.m. with one unpaid hour for lunch, Monday through Friday. The time taken for meals shall not be utilized in computing the employee's hourly rate. In the event that an employee is prevented from taking his lunch hour or otherwise restricted during his lunch hour because of the pressure of Court business, he shall be paid for the lunch hour only if such loss of lunch hour has been incurred with the prior approval of the Department Head and the Judge.

2. All hours worked in excess of seven hours per day or thirty-five (35) hours per week shall be compensated for at the rate of one and one-half (1 1/2) times the straight time rate. Overtime will be compensated in one-half hour units, fractional portions being counted as a full half hour. No payments shall be made for an initial period of less than 15 minutes.

3. The employee shall have the option of receiving payment in cash or compensatory time off the hours worked in excess of the normal work day, up to eight (8) hours per day. In all cases where eight (8) hours per day have been exceeded, the payment will be made in cash or compensatory time, at the discretion of the County, for the period exceeding eight (8) hours.

4. Compensatory time shall be used within the calendar year earned and can only be carried over to the next succeeding year with the approval of the Employer.

5. Overtime shall be distributed as equitably as possible in accordance with departmental work rules.



6. Each employee shall receive each paycheck in a sealed envelope. Semi-annually, each employee shall also receive a statement reflecting the following items:

- A. Accrued sick leave to date.
- B. Accrued vacation days to date.
- C. Accrued personal leave days to date.
- D. Accrued compensatory time to date.
- E. Employee's hourly rate of pay.

7. In so far as practicable, all Court Attendants shall work an equal number of hours during the term of the contract, except those properly assigned in a supervisory capacity, unless the Assignment Judge shall implement fulltime status for certain Court Attendants.

## ARTICLE NINE

### HOLIDAYS

A. The following holidays shall be recognized:

- |                           |                                |
|---------------------------|--------------------------------|
| 1. New Year's Day         | 9. Columbus Day                |
| 2. Martin Luther King Day | 10. Veteran's Day              |
| 3. Lincoln's Birthday     | 11. General Election Day       |
| 4. Washington's Birthday  | 12. Thanksgiving Day           |
| 5. Good Friday            | 13. Day after Thanksgiving Day |
| 6. Memorial Day           | 14. Christmas Day              |
| 7. Independence Day       | 15. Three Personal Days        |
| 8. Labor Day              |                                |

B. Employees who are scheduled to work or who work on the recognized holidays noted in this Article shall be paid at the rate of one and one-half the straight time rate for the actual hours worked on the holiday, provided, however, that each such employee shall be paid for a minimum of one-half day at

the above-prescribed rate. In addition, employees who are scheduled to work or who work on the recognized days noted in this article shall be given a day off with pay at a later date in accordance with departmental rules established in Article TWENTY.

C. For employees working a five (5) day week (Monday through Friday), holidays which fall on Saturday will be celebrated on the preceding Friday; holidays which fall on Sunday will be celebrated on the following Monday. For employees working other than a five (5) day work week as described above, holidays will be celebrated on the date on which they actually fall.

D. Personal days are to be used by the employee for personal reasons and subject to the following conditions: A personal day shall be granted by the County upon one (1) day's prior request of the employee submitted to the Director of his department. Said request shall be granted, at the discretion of the Department Director, so long as the employee's absence can be granted without interference with the proper conduct of the department. Personal days shall not accumulate, but must be used in the calendar year.

E. All part-time employees shall receive holiday credit allowance as follows: One (1) holiday will be earned for each nineteen (19) days worked. Maximum holidays that can be earned in any calendar year is fourteen (14) days. Any vacation days, sick leave days, or administrative leave days that have been earned and used shall be included in computing the nineteen (19) days referred to above.

F. Seasonal employees do not get paid for holidays unless they actually work on the holiday. Seasonal employees do not earn vacation, sick leave, or administrative leave days.

G. Part-time employees shall earn one (1) personal day for each forty-nine (49) days worked to a maximum of three (3) days.

## ARTICLE TEN

### VACATIONS

A. Annual vacation leave with pay shall be earned at the rate of one (1) working day of vacation for each month of service during the remainder of the calendar year following the date of appointment; twelve (12) working days vacation thereafter for every year and up to ten (10) years of service; fifteen (15) working days vacation after the completion of ten (10) years and after fifteen (15) years and up to twenty (20) years of service, seventeen (17) working days vacation; after twenty (20) years of service, twenty (20) working days vacation; and after twenty-five (25) years of service, twenty-five (25) working days vacation. Permanent part-time employees shall receive vacation credit allowance as provided below.

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

C. Permanent part-time employees shall receive vacation credit allowance on the following basis: One vacation day will be earned for each twenty-two (22) days worked. Maximum vacation days that can be earned in any calendar year is twelve (12) days. Any vacation days, sick leave days, or administrative leave days that have been earned and used shall be included in computing the twenty-two (22) days referred to above.

D. Initial year of hire vacation days must be earned before they can be used, except that an employee that is hired as a permanent employee may use his or her days immediately. Each year thereafter, the number of days that are posted to an employee's vacation balance may be used immediately.

## ARTICLE ELEVEN

### HEALTH BENEFIT PROGRAM

The County shall provide a Health Benefit Program which shall include the following coverages or their equivalent:

A. The County will provide the Blue Cross and Blue Shield of New Jersey Hospital-Surgical-Medical (Series 1420) Program Benefits and Major Medical Program Benefits as generally described in booklets published by Blue Cross and Blue Shield of New Jersey, which summarize the benefits and essential features of the Programs. These booklets are not contracts. They contain only a general description of employee benefits under the Hospitalization and Major Medical Programs. These benefits are subject to the terms, conditions and limitations of the Master Contract issued to Cape May County by Hospital Service Plan of New Jersey (New Jersey Blue Cross Plan) and Medical-Surgical Plan of New Jersey (New Jersey Blue Shield), and to the provision of the applicable State Laws. As soon as practicable after the signing of this Agreement, the above coverage shall be amended to provide for a Mandatory Ambulatory Surgery Program with payments reduced by twenty (20%) percent for non-compliance.

B. The Major Medical coverage provides for 100% coverage after an initial \$100.00 deductible with a maximum of \$50,000.00.

C. The County shall continue to provide eye care coverage for all employees and their dependents covered under this Agreement.

D. The County shall continue to provide a Prescription Insurance Plan (\$1.00 Co-Pay) for all employees and their dependents covered under this Agreement. Effective upon the signing of this Agreement, the Prescription Insurance Plan shall become \$2.50 Co-Pay.

E. The County shall continue to provide a disability coverage insurance plan with benefits as currently provided.

F. The County shall provide each employee with life insurance coverage in the amount of \$5,000.00.

G. The County shall provide a Full Family Dental Care Plan.

H. The County agrees to pay the full cost of premiums for the health benefit coverages provided under this Article for and during the term of this Agreement.

I. Upon retirement, the County shall continue the hospitalization and life insurance program for retiring employees until the death of an employee, as soon as the law permits. (At present, the law allows only those with twenty-five (25) years of service to receive this benefit.)

J. Employees who do not work a minimum of twenty (20) hours per week shall not be covered by the County's Health Benefit Program set forth above.

K. The County reserves the right to review and change the Health Benefit Insurance Coverages set forth above during this contract as long as the level of coverage provided is comparable.

## ARTICLE TWELVE

### SICK LEAVE

#### Section A. Service Credit for Sick Leave.

1. All employees shall be entitled to sick leave with pay as specified hereunder.

2. Sick leave for purposes herein is defined to mean absence from work of an employee because of personal illness by reason of which such employee is unable to perform the usual duties of his position, exposure to contagious

disease, a short period of emergency attendance upon a member of his immediate family critically ill and requiring the presence of such employee. For the purpose of these rules, "member of immediate family," is interpreted as meaning father, mother, husband, wife, child, foster child, sister, brother or relatives of the employee residing in the employee's household.

Section B. Amount of Sick Leave.

1. The minimum sick leave with pay shall accrue to any fulltime employee on the basis of one (1) working day per month during the remainder of the first calendar year of employment after initial appointment; and fifteen (15) working days in every calendar year thereafter.

2. Any amount of sick allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose.

3. Temporary, provisional and permanent part-time employees shall be granted sick leave credit on a proportionate basis.

Section C. Reporting of Absence on Sick Leave.

1. If an employee is absent for reasons that entitle him to sick leave, his department head or supervisor shall be notified no later than thirty (30) minutes after employee's starting time.

a. Failure to so notify his department head or supervisor may be cause of denial of the use of sick leave for that absence and constitute cause for disciplinary action.

b. Absence without notice for five (5) consecutive days shall constitute a resignation not in good standing.

Section D. Verification of Sick Leave.

(a) An employee who has been absent on sick leave for five (5) or more

consecutive work days may be required to submit acceptable medical evidence substantiating the illness.

1. An employee who has been absent on sick leave for periods totaling more than fifteen (15) days in one calendar year consisting of periods of less than five (5) days shall have his or her sick leave record reviewed by the County and thereafter may be required to submit acceptable medical evidence for any additional sick leave in that year. In cases where an illness is of a chronic or recurring nature causing recurring absences of one day or less, only one submission of such proof shall be necessary for a period of six (6) months.

2. The County may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable. Abuse of sick leave shall be cause for disciplinary action.

(b) In case of leave of absence due to exposure to contagious disease, a certificate from the Board of Health of the employee's municipality of residence shall be required prior to the employee's return to work.

(c) The County may require an employee who has been absent because of personal illness, as a condition of his return to work, to be examined, at the expense of the County, by a physician designated by the County. Such examination shall establish whether the employee is capable of performing his normal duties and that his return to work will not jeopardize the health or safety of other employees.

#### Section E. Sick Leave Payment at Retirement.

At retirement, the County agrees to pay each employee an amount equal to 50% of all accrued and unused sick leave up to a maximum payment of \$12,000.

Section F. Part-Time Sick Leave.

Part-time employees receive sick leave credit allowance on a proportionate basis. One (1) sick leave day will be earned for each seventeen (17) days worked. The maximum sick leave days that can be earned is fifteen (15) days per year. Any vacation, sick leave or personal leave days that have been earned and used are included in the seventeen (17) day total referred to above.

ARTICLE THIRTEEN

DISABILITY LEAVE

Whenever an employee in the classified Civil Service is disabled through injury or illness as a result of or arising from his employment as evidenced by a certificate of an Employer-designated physician or physician acceptable to the Employer, he shall be granted, in addition to his annual sick leave with pay or any accumulations thereof, leave of absence with pay as may be reasonably required, as evidenced by a certificate of the Employer-designated physician or physician acceptable to the Employer for the period during which worker's compensation payments are allowed. All benefits shall cease upon receipt of a determination that the employee is permanently disabled and will not return to work.

Disability payments hereunder shall not be withheld pending receipt by the Employer of the aforementioned certificate but in no event shall the Employer be obligated to make disability payments in excess of the employee's accumulated sick leave unless and until aforementioned certificate has been submitted to the Employer.

During the period in which full salary or wages of an employee on disability leave is paid by the Employer, any compensation payments made to or received by or on behalf of such employee shall be deducted from the amount



carried on the payroll for such employee or shall be assigned to the Employer by the insurance carrier or the employee.

Whenever the employer-designated physician or the physician acceptable to the Employer shall report in writing that the employee is fit for work, such disability leave shall terminate and such employee shall forthwith report for work.

Any employee on injury leave resulting from injury while on Employer's work, shall continue to accrue sick leave credits while he remains on the payroll.

#### ARTICLE FOURTEEN

##### SALARIES AND COMPENSATION

Effective January 1, 1985, the wage guide used for the purposes of employee salaries shall no longer be in effect. No employee shall receive any increment or step advancement. The County shall establish wage ranges for all employee classifications hereunder and all employees' wages shall be within the range. The parties agree that employees covered hereunder shall receive additional compensation as follows in each of the following years:

##### 1985

Effective January 1, 1985, each employee's base salary as of December 31, 1984, shall be increased by five (5%) percent.

##### 1986

Effective January 1, 1986, each employee's base salary as of December 31, 1985, shall be increased by five (5%) percent.

##### 1987

Effective January 1, 1987, each employee's base salary as of December 31, 1986, shall be increased by five (5%) percent.

B. In order to be entitled to the annual wage increase, employees hired after the execution of this contract must be employed prior to September 1 of each year of this contract. Employees employed after September 1 of any such year shall not be entitled to a wage increase on January 1 following employment, but shall first be entitled to wage increases on the next succeeding January 1.

C. Employees shall be paid a minimum of three (3) hours at time and one-half when they are called from home after regular work hours. If the emergency work is on a holiday, the minimum pay hours specified will be in addition to any holiday allowance to which the employee is entitled. This minimum call-in pay does not apply when work extends into the regular work hours. Under such circumstances, employees are paid for the actual time worked prior to their regular starting time and then for all regular hours worked.

D. An employee called at home and asked to perform emergency work will proceed to his reporting center. The employee will receive Two (\$2.00) Dollars personal car allowance for each completed emergency call in addition to the pay for the emergency work. This personal car allowance for emergency work shall not apply when work extends into the employee's regular work hours.

## ARTICLE FIFTEEN

### FUNERAL LEAVE

A. Employees shall be granted special leave with pay in the event of death in the employee's immediate family up to a maximum of three (3) days. Funeral leave shall commence upon notification of death and shall terminate the day following interment.

B. Immediate family, for the purpose of this Article, shall be defined as husband, wife, father, mother, grandfather, grandmother, son, daughter, sister,

brother, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, and grandchildren.

C. Request for funeral leave shall be subject to the approval of the Department Head. Such approval shall not be unreasonably denied.

D. In the event the services for the deceased are held out of state, the employee may charge any additional days in excess of those provided in Paragraph A hereof, to sick leave.

## ARTICLE SIXTEEN

### TEMPORARY ASSIGNMENT PAY

Both parties agree that payment under this Article should be made in accordance with the following principles. Both parties agree that employees should receive compensation appropriate for the work actually performed where same is needed to be performed. Both parties further agree that employees should not, without authorization, unilaterally assume the work of higher titles in order to generate higher compensation for themselves. Accordingly, both parties agree that employees shall be compensated when, in accordance with the above principles, they perform work in a title having a higher rate of pay for a period in excess of three (3) consecutive, full days or three (3) full days during any pay period. In such event, the employee shall be paid for hours involved at the minimum salary in the new range but in no event less than his current salary.

The temporary assignment pay provided for above shall not apply to the following circumstances:

(a) During periods of emergencies, i.e. matters concerning public safety, major storms and disasters, and natural causes, temporary assignment pay will not apply.

(b) When employees are assigned to jobs having a higher rate of pay for training purposes, temporary assignment pay will not apply.

In determining the validity of requests for temporary assignment pay, the Civil Service Job Description for the higher title will be the basic criteria used.

## ARTICLE SEVENTEEN

### LONGEVITY

A. The following longevity plan shall be maintained by the County for employees who are employed at the time of the execution of this Agreement. The longevity plan is based upon employee's length of continuous and uninterrupted service with the County:

1. Five (5) years of service--2 percent longevity based upon employee's base salary.
2. Ten (10) years of service--4 percent.
3. Fifteen (15) years of service--6 percent.
4. Twenty (20) years of service--8 percent.
5. Twenty-five (25) years or more of service--10 percent.
6. Thirty (30) years or more of service--12 percent.
7. Forty (40) years or more of service--14 percent.

B. Deputy pay shall be included in the computation of longevity.

C. Longevity pay shall be computed as of January 1 and shall commence on January 1 of the year during which the employee's fifth anniversary date of hire occurs.

D. The parties agree that the County shall not provide a longevity plan to employees hired after the execution of this Agreement. The above longevity plan shall only apply to employees hired prior to the execution of this Agreement. The intent of the parties is to provide for the "grandfathering" of longevity for present employees of the County.

## ARTICLE EIGHTEEN

### UNIFORMS

A. Uniforms will be provided to those who are required by the Employer to wear the given uniforms.

B. Identification cards shall be issued to all members of this bargaining unit.

C. All positions that require an employee to be a Notary Public, the fee will be paid by the Funding Agent.

D. A clothing maintenance allowance of \$100 per year shall be payable to Court Attendants, pro-rated for their period of assignment to such position during each year. Payments shall be made in accordance with procedures to be developed and announced by the Employer.

## ARTICLE NINETEEN

### BULLETIN BOARDS

Bulletin boards shall be made available by the Employer and shall be designated "Union Bulletin Boards." These bulletin boards may be utilized by the Union for the purpose of posting Union announcements and other information of a non-controversial nature. The department head or his representative may have removed from the bulletin board any material which does not conform with the intent and provisions of this Article.

## ARTICLE TWENTY

### WORK RULES

It is acknowledged that the County may adopt and post or otherwise disseminate such rules and regulations as it may desire, provided that the same are not contrary to this Agreement or inconsistent with any order of the Assignment Judge. If it is alleged that any such rule and regulation is contrary to this Agreement then the Union may grieve with reference to same within five (5) days after the same are posted or disseminated and/or copy sent to the Union.

It is further agreed that the County shall undertake a review of current rules and regulations and shall, within six (6) months after the signing of this agreement, issue updated rules and regulations. The County shall serve a copy of each set of work rules upon the Union by personally delivering same to the Business Representative at his office, the address of which shall be supplied to the County by the Union. Insofar as any such rule or regulation affects the administration of the Courts, same shall be subject to the approval of the Assignment Judge.

## ARTICLE TWENTY-ONE

### NO-STRIKE PLEDGE

A. The Union covenants and agrees that during the term of this agreement, neither the Union nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or willful absence of any employee from his position, or stoppage of work or abstinence in whole or in part, from the

full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout or other job action against the Employer. The Union agrees that such action would constitute a material breach of this agreement.

B. In the event of a strike, slowdown, walkout or other job action, it is covenanted and agreed that participation in any such activity by any Union member shall entitle the County to invoke the following:

Such activity shall be deemed grounds for termination of employment of such employee or employees, subject however, to the application of the Civil Service Law.

C. The Union will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, slowdown, walkout or other job action against the Employer.

D. Nothing contained in this agreement shall be construed to limit or restrict the Employer in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages or both in the event of such breach by the Union or its members.

#### ARTICLE TWENTY-TWO

#### NON-DISCRIMINATION

A. There shall be no discrimination by the Employer or the Union against an employee on account of race, age, color, creed, sex, national origin, political affiliation, or handicapped status.

B. All references to employees in this agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

C. There shall be no discrimination, interference, restraint, or coercion by the Employer or any of its representatives against any of the employees covered under this agreement because of their membership or non-membership in the Union or because of any lawful activities by such employee on behalf of the Union. The Union, its members and agents, shall not discriminate against, interfere with, restrain or coerce any employees covered under this agreement who are not members of the Union.

#### ARTICLE TWENTY-THREE

#### DEDUCTIONS FROM SALARY

A. The Employer agrees to deduct from the salaries of its employees subject to this agreement, dues for the Union. This agreement by the Employer to deduct, applies only to voluntary requests by employees for the deduction of Union Dues and is not an agreement to deduct a representation fee in lieu of such dues or Agency Shop payments. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967, N.J.S.A. (R.S. 52:14-15.9(e)), as amended. Said monies, together with records of any corrections shall be transmitted to the Union Office by the fifteenth (15th) of each month following the monthly pay period in which deductions were made.

B. If during the life of this agreement there shall be any change in the rate of membership dues, the Union shall furnish to the Employer, written notice prior to the effective date of such change.

C. The Union will provide the necessary "check-off authorization" form and deliver the signed forms to the County Comptroller. The Union shall indemnify,



defend and save the Employer harmless 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 Employer or the County in reliance upon salary deduction authorization cards submitted by the Union to the Employer.

#### ARTICLE TWENTY-FOUR

##### SEPARABILITY AND SAVINGS

If any provisions of this agreement or any application of this agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

#### ARTICLE TWENTY-FIVE

##### FULLY BARGAINED PROVISIONS

This agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations. During the term of this agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this agreement.

#### ARTICLE TWENTY-SIX

##### TERM AND RENEWAL

This agreement shall be in full force and effect as of the date of signing

and until December 31, 1987. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, at least one hundred eighty (180) days prior to the expiration date of this agreement, of a desire to change, modify or terminate this Agreement.

ARTICLE TWENTY-SEVEN  
SUBMISSION OF CONTRACT

This contract, prior to its execution, has been submitted to the Budget and Management Committee, which includes the resident Superior Court Judges and the Surrogate, County Clerk (Deputy Clerk Superior Court), and the Sheriff of Cape May County, for their review and input prior to submission to the Assignment Judge. This contract recognizes the managerial-employer status of the Surrogate, County Clerk and the Sheriff of Cape May County as to certain Judicial employees in the superintending-employer status of the Assignment Judge of all judicial employees. This contract has been negotiated by a negotiator selected by the County and who has negotiated the contract on behalf of the County and the Judiciary.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be properly signed and sealed the day and year first above written.

EMPLOYER:

THE ASSIGNMENT JUDGE OF  
THE SUPERIOR COURT OF AND  
FOR THE COUNTY OF CAPE MAY

  
\_\_\_\_\_  
RICHARD J. WILLIAMS, A.J.


Attest:  
  
\_\_\_\_\_  
Clerk of the Assignment Judge

(Signatures Continued)  
-31-

(Signatures Continued)

THE COUNTY OF CAPE MAY  
BOARD OF CHOSEN FREEHOLDERS  
CAPE MAY COUNTY, NEW JERSEY

Attest:


  
Diane Rudolph, Clerk of the Board

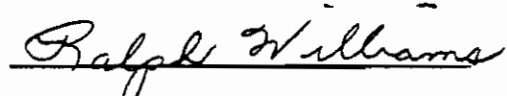
By:   
Gerald Thornton, Director

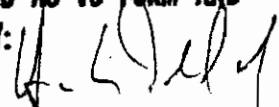
UNION:

LOCAL NO. 1983  
CIVIL AND PUBLIC EMPLOYEES  
OF CAPE MAY COUNTY, N.J.  
INTERNATIONAL BROTHERHOOD  
OF PAINTERS AND ALLIED  
TRADES AFL-CIO

Attest:

  
Secretary

By: 

APPROVED AS TO FORM AND  
LEGALITY:   
HARRY A. DELVENTHAL, JR. ESQ.  
COUNTY COUNSEL

APPENDIX "A"

JOB TITLES

RANGE

15	Administrative Analyst -
9	Administrative Secretary, Probation
13	Chief Clerk - Juvenile & Domestic Relations
13	Chief Court Clerk
1	Clerk
2	Clerk Stenographer
1	Clerk Typist
19	Clinical Psychologist
7	Court Attendant, P.T.
9	Court Clerk
9	Court Clerk, Typing
3	Docket Clerk
4	Docket Clerk, Typing
9	Investigator, Probation
13	Juvenile Processing Officer
2	Microfilm Operator
3	Microfilm Operator, Typing
7	Principal Account Clerk, Typing
7	Principal Bookkeeping Machine Operator, Typing
8	Principal Clerk Stenographer

APPENDIX "A"

JOB TITLES

RANGE

7	Principal Clerk Typing
7	Probate Assistant, Typing
4	Process Server
9	Secretary to County Judge
5	Senior Clerk Stenographer
4	Senior Clerk, Typing
10	Senior Court Clerk
6	Senior Docket Clerk, Typing
11	Senior Investigator, Probation
4	Senior Microfilm Machine Operator
8	Senior Process Server
9	Supv. Bookkeeping Machine Operator, Typing
15	Supv. Juvenile Intake Processing Officer