

AGREEMENT

BETWEEN

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 UNITED INDEPENDENT UNION, NFIU

FOR THE PERIOD JANUARY 1, 1991 THROUGH JUNE 30, 1994

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PREAMBLE

This Agreement, entered into this 31st day of *MARCH*, 1992, 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 UNITED INDEPENDENT UNION, N.F.I.U., (hereinafter called the "UNION"), represents the complete and final understanding on all 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 people of the County of Cape May and State of New Jersey.

ARTICLE TWO

RECOGNITION

A. 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 New Jersey Department of Personnel, 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.

B. The Employer pursuant to Public Employment Relations Commission Docket No. RO-91-123 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 the UNITED INDEPENDENT UNION, N.F.I.U., 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 establish and administer policies and procedures related to personnel matters, Court related departmental activities, and employee training;

3. To reprimand, suspend, demote, discharge or otherwise discipline employees for cause;

4. To determine the standards of selection of employment and to hire, promote, transfer, assign, reassign, lay-off and recall employees to work and to determine their qualifications and conditions for continued employment or assignment;

5. To determine the number of employees and the duties to be performed;

6. To maintain the efficiency of employees in the performance of their duties and to maintain the efficiency of its Court related operations;

7. To determine staffing patterns and areas worked, to control and regulate the use of facilities, supplies, equipment, materials and other property of the County which have been provided to the Courts;

8. To relieve employees from duty because of lack of work, lack of funding, or legal cause;

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

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

11. To determine the content of work assignments;

12. To exercise complete control and discretion over the organization and the technology of performing its work;

13. To subcontract for any existing or future service as determined necessary;

14. To make or change rules, regulations, policies, and resolutions as the Employer may from time-to-time deem best for the purposes of maintaining order, safety and/or the effective and efficient operation of the Court system of the County; and

15. 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

New Jersey Department of Personnel 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 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 indicate otherwise:

Permanent employee - means an employee who has acquired New Jersey Department of Personnel 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 fifty (50%) percent by State or Federal Grants.

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 - Purpose.

A. The purpose of this procedure is to secure at the lowest possible level, an equitable solution to the problems which may arise affecting 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 five (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.

Section 4 - Labor-Management Committee:

The following understandings have been agreed upon regarding an experimental agreement to create a Labor-Management Committee.

The effectiveness and furtherance of the delivery of public service by the County and the Court requires a cooperative effort between labor and management.

The parties recognize that a cooperative approach between employees and supervisors at the various departments of County government is essential to the solution of problems affecting them.

Accordingly, the parties agree to create a Labor-Management Committee consisting of not more than three (3) representatives of each party which shall meet periodically but not less than once in each six (6) month period for the purpose of discussing issues which relate to employee performance and employee morale.

Appropriate subjects, among others, which the Labor-Management Committee might consider include: quality of employee work and the quality of the work environment; safety and environmental health; scheduling and reporting arrangements; absenteeism and overtime; and unresolved grievances.

The Labor-Management Committee shall have no authority to add to, detract from or change the terms of this Agreement and shall take no action which interferes with Management Rights as enumerated in Article Three of this Agreement.

The parties' agreement to create this Labor-Management Committee is based upon their mutual understanding that it is experimental. Therefore, the Judge as Employer, and/or the County as Funding Agent and/or the Union each reserve the right to discontinue the Labor-Management Committee if any party believes it is not promoting positive relations between the parties.

ARTICLE SIX

DISCIPLINARY ACTION

The Employer acknowledges the principle of progressive discipline. Depending on the magnitude of the offense, the discipline issued by the Employer may be in any of the following forms:

- (a) Oral Warning;
- (b) Written Warning;
- (c) Written Reprimand;
- (d) Minor Suspension -
consists of a suspension up to three (3) days;
- (e) Minor Suspension Subject to Appeal -
consists of a suspension of four (4) or five (5) days;
- (f) Major Suspension -
consists of a suspension over five (5) days;
- (g) Demotion; and
- (h) Dismissal.

An employee who has been subject to a Minor Suspension Subject to Appeal (either a suspension for four (4) or five (5) days) may appeal such discipline through the Grievance Procedure. An employee who has been subject to discipline of a Major Suspension, Demotion or Dismissal shall present any appeal to the New Jersey Department of Personnel. No other forms of discipline shall be subject to appeal.

ARTICLE SEVEN

SENIORITY

A. For purposes 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 the New Jersey Department of Personnel in his/her present title.

C. For purposes of layoff, Seniority shall be defined as employee's length of service from his date of initial Certification by the New Jersey Department of Personnel as an Employer employee.

D. The Employer shall utilize experience, ability, aptitude, qualification, attendance, physical condition, and the result of the New Jersey Department of Personnel 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 except for the application of the Employer's Vicinage I Affirmative Action Plan. 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, New Jersey Department of Personnel Test Notifications, and all other correspondence, notices or other materials forwarded to or received from New Jersey Department of Personnel concerning job openings or opportunities within seventy-two (72) hours of receipt or transmittal of same.

F. The selection of the employee to be promoted under subsection (D) shall be made by the Employer in conformity with New Jersey Department of Personnel Regulations and State Law.

G. Promotion opportunities within the bargaining unit will be posted by the County on all Bulletin Boards in the appropriate department for a period of six (6) work days. During the posted period, an employee may bid for the position by filing a written notice with the Department Head.

ARTICLE EIGHT

UNION REPRESENTATIVES

A. Accredited representatives of the Union may enter the Court House or other related facilities at reasonable hours for the purpose of observing working conditions or assisting in the adjustment 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 Vicinage 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. When such requirement exists, the employee shall notify his/her Department Head or his/her supervisor of the duty which must be performed, the location of its performance and the estimated time required.

D. Effective January 1, 1992, upon fourteen (14) days written request to the Employer, the members of the Executive Board which is comprised of two (2) persons, may be given leave with pay to attend Union seminars, educational functions or conventions, not to exceed two (2) days per person or a combined total of four (4) days in each calendar year of this contract. The request will be approved by the Employer or his designee unless the absence of the employee will adversely effect the operations of the Court. Approval will not be unreasonably withheld. The Union will make every effort not to schedule these events during the period from Memorial Day through Labor Day.

ARTICLE NINE

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. An employee who has earned overtime shall normally receive payment in cash together with his regular pay. The employer reserves the right, at its discretion, to make payment in cash or compensatory time in accordance with the provisions of the Fair Labor Standards Act. Further, the employer will consider requests by employees to receive compensatory time in place of cash payment up to a maximum of forty (40) hours per year. Such compensatory time must be utilized within the calendar year earned. The employer will give every consideration to an employee's request to use accrued compensatory time-off and, insofar as practicable, the use of accrued compensatory time-off will not be denied

unless the employee's absence will have an adverse impact on the efficiency and functioning of the department.

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

5. 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.

ARTICLE TEN

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 |
| 6. Memorial Day | Day |
| 7. Independence Day | 14. Christmas Day |
| 8. Labor Day | 15. Three Personal Leave |
| | Day |

In the event Christmas Day falls on Thursday, the following Friday shall be an additional holiday hereunder.

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 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-ONE.

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 leave days are to be used by the employee for personal reasons and subject to the following conditions: A personal leave day shall be granted by the Employer upon prior request of the employee submitted to the Employer's designee. Said request shall be granted, at the discretion of the Employer or his designee, as long as the employee's absence can be granted without interference with the proper conduct of the department. Personal leave days shall not accumulate, but must be used in the calendar year. Personal Leave Days are earned on a pro-rated basis. New employees shall only receive one

(1) Personal Leave Day for each four (4) full months of employment during their initial year of employment. Thereafter, at the beginning of each calendar year, in anticipation of continued employment, employees shall be credited with three (3) Personal Leave Days. An employee who leaves Employer service before the end of the calendar year shall have his or her Personal Leave Days pro-rated, based upon time earned. An employee shall reimburse the County for paid Personal Leave Days used in excess of his or her pro-rated entitlement. Proration does not apply to Employer directed layoffs, disability retirement, or to employees who terminate employment with ten (10) years of service or more with the County of Cape May.

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

F. 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 personal leave days that have been earned and used shall be included in computing the nineteen (19) days referred to above. Part-time employees shall earn one (1) personal leave day for each forty-nine (49) days worked to a maximum of three (3) days.

G. To be entitled to Holiday Pay, an employee must be present the last scheduled work day prior to the holiday and the first scheduled work day after the holiday except for a bona fide authorized absence.

ARTICLE ELEVEN

VACATIONS

A. Annual vacation leave with pay shall be granted to employees according to the following schedule:

<u>Length of Service</u>	<u>Number of Days</u>
1st year	1 per full month employed
2nd - 10th year	12 annually
11th - 15th year	15 annually
16th - 20th year	17 annually
21st - 25th year	20 annually
25 + years	25 annually

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 appointing authority, unless the appointing authority 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. Annual Vacation Leave with pay is earned on a pro-rated basis based upon an employee's service with the Employer. Initial year of hire vacation days must be earned before they can be used. Each year thereafter, each employee shall become entitled to his or her vacation leave as specified in Paragraph A above on January 1st of said year. An employee who leaves Employer service before end of calendar year shall have his or her vacation leave pro-rated based upon time earned. An employee shall reimburse the Employer for paid vacation leave days used in excess of his or her pro-rated entitlement. An employee who leaves Employer service shall be paid for unused earned vacation leave. Proration does not apply to Employer directed layoffs, disability

retirement, or to employees who terminate employment with ten (10) years of service or more with the County of Cape May. An employee who exhausts all paid vacation leave in any one year shall not be credited with additional paid vacation leave until the beginning of the next calendar year. Upon death of employee, unused vacation leave shall be paid to the employee's estate. Vacation leave is not earned during the period of time while employee is on suspension or on leave of absence without pay.

D. 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 personal leave days that have been earned and used shall be included in computing the twenty-two (22) days referred to above.

ARTICLE TWELVE

HEALTH BENEFIT PROGRAM

1. The County will provide a Health Benefit Program which includes the following coverages:

A. A Hospitalization-Surgical-Medical Benefit Plan.

Effective upon the signing of this agreement, a One Hundred (\$100.00) Dollar Co-Payment shall apply to each Hospital admission up to a maximum of two (2) hospital admissions per calendar year per family.

B. An unlimited maximum on Major Medical coverage after an initial \$200 Individual Deductible/\$400 Aggregate Deductible with 80% Co-Insurance up to \$2,000.

C. An eye care coverage plan for all employees and their dependents covered under this Agreement.

D. A Prescription Insurance Plan for all employees and their dependents with a \$5.00 Co-Pay with an alternate zero (0) Co-Pay for Generic Drugs.

E. A disability coverage insurance plan with benefits of \$90 per week for a period of thirteen (13) weeks.

F. Life insurance coverage for each employee in the amount of \$5,000.00.

G. A Full Family Dental Care Plan.

H. Upon retirement, the County shall continue the hospitalization and life insurance program for retiring employees with twenty-five (25) years of service with the County of Cape May until the death of the employee.

2. Employees who can certify other health care coverage through a spouse's employment may elect to opt-out of coverage and receive a payment of \$500 per annum pro-rated for the period of time each calendar year that coverage does not apply to the employee. Checks for opting out will be issued on or about December 1st, of each year.

3. In the event a husband and a wife are both employed by the Employee/County, Health Care Insurance Coverages provided hereunder shall be afforded to only one designated spouse with the other spouse covered as a family member. The non-designated spouse shall receive a

payment of \$500 per annum in lieu of coverage. Checks for this payment will be issued on or about December 1st of each calendar year. In the event the designated covered spouse dies, terminates employment, or should the marriage be dissolved by divorce, the non-designated spouse shall once again become covered and the \$500 payment shall be prorated.

4. 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.

5. The County reserves the right to review and change the Health Benefit Insurance Coverages set forth above or to implement a Cape May County Self-Insured Health Benefits Plan during this contract as long as the level of coverage provided is on balance appreciably comparable to the current coverages.

6. In the event an employee undertakes drug or alcohol rehabilitation under the County's Health Care Benefit Plan, the employee may apply for a Leave of Absence and such leave will not be unreasonably denied.

ARTICLE THIRTEEN

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 employee's household.

Section B. Amount of Sick Leave.

1. One (1) working day of sick leave with pay for each month of service from the date of appointment up to and including the December 31st following such date of appointment, and fifteen (15) days sick leave with pay for each calendar year thereafter. The leave is credited in advance at the beginning of the year in anticipation of continued employment for the full year. If an employee required none or only a portion of the allowable sick leave for any calendar year, the amount of unused leave shall accumulate to his credit from year-to-year. The employee shall be entitled to such accumulated sick leave with pay if and when needed. An employee who leaves employment for any reason during the calendar year shall reimburse the Employer for paid working days used in excess of his or her pro-rated and accumulated entitlement. Proration does not apply to County directed layoffs, disability retirement, or to employees who terminate employment with ten (10) years of service or more with the County of Cape May.

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

Section C. Reporting of Absence of 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 prior to the employee's normal 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 employer 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 employer 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. The County Administrator may adopt such other sick leave verification procedures that are reasonable and which the employer deems appropriate.

(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 employer 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 fifty (50%) percent of all accrued and unused sick leave up to a maximum payment of Twelve Thousand (\$12,000.00) Dollars.

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 eventeen (17) day total referred to above.

ARTICLE FOURTEEN

WORKERS' COMPENSATION/INJURY LEAVE

AND MATERNITY LEAVE

Whenever an employee is disabled through injury or illness as a result of, or arising from, his employment, he or she shall be provided by the County with the same benefits as provided pursuant to N.J.S.A 34:15-1, et seq. (the Workers' Compensation Act of New Jersey). The County self-insures coverages required by this Act and these coverages are provided subject to the following conditions:

1. The disability must be due to an injury or illness resulting from the employment.

(a) Injuries or illnesses which would not have occurred but for a specific work-related accident or condition of employment are compensable.

(b) Pre-existing illnesses, diseases and conditions aggravated by a work-related accident or condition of employment are not compensable when such aggravation was reasonably foreseeable.

(c) Illnesses which are generally not caused by a specific work-related accident or condition of employment, are not compensable except when the claim is supported by medical documentation that clearly establishes the injury or illness is work related.

(d) Psychological or psychiatric illness is not compensable, except when such illness can be traced to a specific work-related accident or occurrence which traumatized the employee thereby causing the illness, and the claim is supported by medical documentation.

(e) An injury or illness not compensable when the appointing authority has established that the employee has been grossly negligent, including those injuries or illnesses arising from impairment due to alcohol or drug abuse.

2. Any accident resulting in injury for which the employee seeks compensation must occur on the work premises.

(a) Work premises are the physical area of operation of the County, including buildings, grounds and parking facilities provided by the County.

(b) An injury occurring off the work premises is compensable only when the employee is engaged in authorized work activity or travel between work stations.

3. For the injury to be compensable, it must occur during normal work hours or approved overtime.

(a) Injuries which occur during normal commutation between home and the work station or home and a field assignment are not compensable.

(b) Injuries which occur during lunch or break periods are not compensable. However, employees who are required by the County to remain at a particular job location during lunch and/or work break shall not be precluded from receiving benefits.

4. An employee is required to report to his or her supervisor any work accident or condition claimed to have caused disability upon occurrence or discovery, and is responsible for completing a written report on the matter within five (5) days or as soon as possible thereafter. The report shall include a statement of when, where and how

the injury or illness occurred, statements of witnesses and copies of all medical reports concerning the injury or illness.

(a) The County may require the employee to be examined by a physician designated and compensated by the County.

Whenever the County-designated physician shall report in writing that the employee is fit for work, such leave shall terminate and such employee shall forthwith report for work.

Any employee on injury leave resulting from injury while on County work, shall continue to accrue sick leave credits while he or she remains on the payroll.

5. The employer may, in its discretion and at its sole option, require or permit an employee who is off on Workers' Compensation leave to perform "light duty" if the County determines it is available.

6. Whenever an employee is disabled through injury or illness as a result of or arising from employment with the County and is eligible for Workers' Compensation Benefits as provided for above, the employee shall be granted total benefits as follows:

~~Next twenty (20) work days during which Workers' Compensation benefits are paid - one hundred (100%) percent of employee's base wages.~~

(b) ~~Next thirty (30) work days during which Workers' Compensation benefits are paid - ninety (90%) percent of employee's base wages.~~

(c) ~~Next thirty (30) work days during which Workers' Compensation benefits are paid - eighty (80%) percent of employee's base wages.~~

(d) Thereafter, such amounts as are payable under the Workers' Compensation Law of New Jersey.

Payments provided in subsections (a), (b), and (c) are total payments and are not in addition to payments made pursuant to the Workers' Compensation Law.

Maternity Leave

(a) Permanent employees covered by this contract shall be entitled to pregnancy - disability leave as hereinafter set forth and consistent with New Jersey Department of Personnel Regulations.

(b) Pregnancy - disability leave with or without pay shall be granted in the same manner and under the same terms and conditions as sick leave. Request for such leave must be made by the employee in writing to the employer.

(c) The County of Cape May may request acceptable medical evidence that the employee is unable to perform her work due to disability because of pregnancy.

(d) An employee may use accrued leave time (e.g. sick, vacation, personal days) for pregnancy - disability purposes; however, the employee shall not be required to exhaust accrued leave before taking a leave without pay for pregnancy - disability.

ARTICLE FIFTEEN

SALARIES AND COMPENSATION

A. The Parties agree that employees covered by this agreement shall receive additional compensation during the term of this agreement in accordance with the following understandings:

The Parties and the Union have agreed to establish three (3) new Wage Guides which are attached to this agreement and which are designated as follows:

Exhibit "A" - The 1991 Wage Guide

Exhibit "B" - The 1992 Wage Guide

Exhibit "C" - The 1993/1994 Wage Guide

The procedure for implementation of these new Wage Guides shall be as follows:

January 1, 1991

Effective January 1, 1991, each employee shall be placed on the new 1991 Wage Guide Exhibit "A" in the same Range as the employee was classified on December 31, 1990 at the step on said Range which is the closest in annual salary amount but not less than the employee's annual salary as of December 31, 1990. No step movement shall take place.

June 1, 1991

Effective June 1, 1991, each employee shall advance one step on the 1991 Wage Guide within his/her Range.

January 1, 1992

Effective January 1, 1992, the 1992 Wage Guide Exhibit "B" shall become effective and each employee shall be placed on this 1992 Wage Guide in the same step and in the same Range as the employee was classified on December 31, 1991. No step movement shall take place.

September 1, 1992

Effective September 1, 1992, each employee shall advance one step on the 1992 Wage Guide within his/her Range.

January 1, 1993

Effective January 1, 1993, the 1993/1994 Wage Guide Exhibit "C" shall become effective and each employee shall be placed on this 1993/1994 Wage Guide in the same step and in the same Range as the employee was classified on December 31, 1992. No step movement shall take place.

October 1, 1993

Effective October 1, 1993, each employee shall advance one step on the 1993/1994 Wage Guide within his/her Range.

No other step movements will occur during the term of this contract which expires on June 30, 1994 or thereafter without prior negotiation with the County. The agreement by the County to institute Wage Guides is not a representation or agreement by the County that step movements on the Guide shall be automatic but all future step movements are subject to negotiation with the County.

Wage Guide and wage increases shall only apply to employees covered by this contract on date of execution. Any employee who has terminated judicial service prior to execution of the agreement is not entitled to any benefits under this agreement, including but not limited to salary increases or retroactive pay therefor, unless said termination resulted from an involuntary layoff or a voluntary retirement of a judicial employee who is eligible to receive retirement benefits under the rules of the Public Employment Retirement System (PERS).

When hiring new employees, the County reserves the right to place employees at any step in the appropriate Range depending upon the ability, aptitude, and past experience.

B. Salaries are paid on hourly basis, therefore, the hourly wage rate for each employee shall be determined by dividing the annual salary of each employee as provided on the guide by the total number of hours worked. The hours worked shall be determined by multiplying the total number of working days in a calendar year by the number of hours worked by an employee in a day based on the employee's normal scheduled hours.

C. Effective January 1, 1993, at the County's option, employee wages may be paid to the employee in twenty-four (24) checks rather than the current bi-weekly paycheck method. (For example: pays will be issued on the 1st and 15th of each month in place of present practice.)

D. In order to be entitled to the step movements provided hereunder, employees 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 Step movement during calendar year of hire, but shall be first entitled to step movement during his/her second calendar year.

E. 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.

F. 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 SIXTEEN

FUNERAL LEAVE

A. Employees shall be granted special leave with pay in the event of death in the employee's immediate family as provided below. Funeral leave shall commence upon notification of death and shall terminate the second day following interment. Funeral Leave is for the purposes of attending the funeral of the decedent and/or making funeral arrangements relating thereto.

Up to a maximum of three (3) days for the death of: husband, wife, father, mother, grandfather, grandmother, son, daughter, sister, brother, grandchildren, and step-parent and step-child who reside in the employee's residence.

One (1) day, if necessary, for the death of: father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law.

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

C. 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 SEVENTEEN

TEMPORARY ASSIGNMENT PAY

The parties agree that payment under this Article should be made in accordance with the following principles. The parties agree that employees should receive compensation appropriate for the work actually performed where same is needed to be performed. The 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, the 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 New Jersey Department of Personnel Job Description for the higher title will be the basic criteria used.

ARTICLE EIGHTEEN

LONGEVITY

A. The following longevity plan shall be maintained by the County for employees who were employed prior to August 13, 1985. 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 August 13, 1985. The above longevity plan shall only apply to employees hired prior to August 13,

1985. The intent of the parties is to provide for the "grandfathering" of longevity for present employees.

ARTICLE NINETEEN

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 TWENTY

BULLETIN BOARDS

Bulletin Boards shall be made available by the County. These Bulletin Boards may be utilized by the Union for the purpose of posting official Union announcements and other information related to the official business of the Union which is of a non-controversial nature. The Union agrees that it will not post material which may be profane, derogatory to any individual, or constitute election campaign or political material of any kind. The County through the County Administrator or his/her representative may have removed from the Bulletin

Board any material which does not conform to the intent and provisions of this article. Bulletin Boards, insofar as practicable, shall be placed immediately adjacent to the time clocks for the respective departments.

ARTICLE TWENTY-ONE

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.

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.

The County may adopt new and additional rules and regulations or may modify those which have been promulgated as part of the updating of rules and regulations as provided for hereunder. Such rules and regulations or modifications thereto shall be posted or otherwise disseminated no later than five (5) days prior to their effective date, except in those cases where an emergency exists as declared by the Department Head.

Copies of all departmental work rules or modifications shall be supplied to each departmental steward.

ARTICLE TWENTY-TWO

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 employer 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 rules of the New Jersey Department of Personnel.

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-THREE

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-FOUR

DEDUCTIONS FROM SALARY

A. The County agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the United Independent District Council Union, NFIU, so long as that Union shall be the duly certified bargaining representative of the employees hereunder. Such

deductions shall be made in compliance with Chapter 123, Public Laws of 1974, N.J.C.S.A. (R.S.) 52:14-15, 94 as amended, and members shall be eligible to withdraw such authority during July of each year.

B. Dues deductions shall commence for each employee who signs a properly dated authorization card supplied by the Union and verified by the Treasurer of the Union during the month following the filing of such card with the County.

C. The aggregate deductions from all employees shall be remitted to the Treasurer of the Union together with the list of the names of all employees from whom the deductions were made by the fifteenth (15th) day of the succeeding month after such deductions were made.

D. If during the life of this agreement there shall be any change in the rate of membership dues, the Union shall furnish the County written notice thirty (30) days prior to the effective date of such change and shall furnish to the County official notification on the letterhead of the Union and signed by the President of the Union advising of such changed deduction.

E. The Union will provide the necessary "Check-Off Authorization" form and the Union will secure the signatures of its members on the forms and deliver the signed forms to the County Personnel Officer.

F. In addition, to the Check-Off Dues Deduction provided for above, pursuant to Assembly Bill #688, enacted into law on or about February 28, 1980, the County agrees to deduct from the salaries of its employees subject to this agreement but not members of the Union a representative fee in lieu of dues for services rendered by the majority representative, in an amount equal to eight-five (85%) percent of the

regular membership dues, fees and assessments paid by the members of the Union, less the cost of benefits financed through the dues and assessments and available to and benefitting only members of the Union. 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.

G. The Union shall indemnify, defend and save the County 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 County in reliance upon salary deduction authorization cards submitted by the Union to the County or resulting from the County's deduction and payment to the Union of its representation fee in lieu of dues as provided for above.

H. In the monthly report to the Union office specified in Paragraph A above, the County shall provide, inter alia, the following:

1. An accurate list of all employees terminating their employment during the previous thirty (30) days.
2. A list of all employees commencing a leave of absence during the previous thirty (30) days.

ARTICLE TWENTY-FIVE

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-SIX

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-SEVEN

TERM AND RENEWAL

This agreement shall be in full force and effect as of the date of signing and until June 30, 1994. 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-EIGHT

SUBMISSION OF CONTRACT

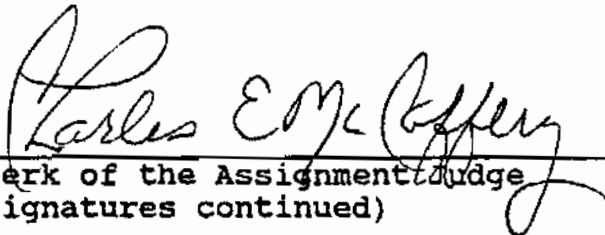
This contract, prior to its execution, has been submitted to the Budget and Management Committee, which includes the resident Superior Court Judges and the Surrogate, County Clerk (Deputy Clerk Superior Court), and the Sheriff of Cape May County, for their review and input prior to submission to the 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.

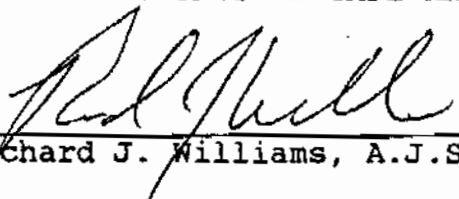
IN WITNESS WHEREOF, the parties hereto have caused these presents to be properly signed and sealed the day and year first above written.

EMPLOYER:

Attest:

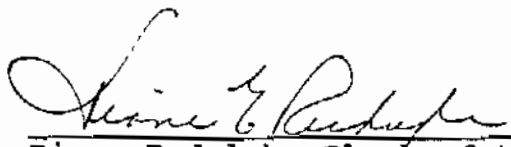
THE ASSIGNMENT JUDGE OF THE
SUPERIOR COURT OF AND FOR
THE COUNTY OF CAPE MAY

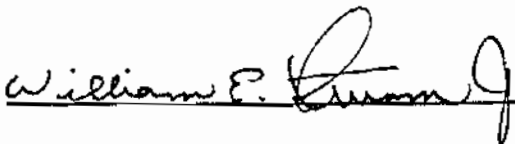

Clerk of the Assignment Judge
(signatures continued)


Richard J. Williams, A.J.S.C.

Attest:

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


Diane Rudolph, Clerk of the Board

By: 

(signatures continued)

Attest:

Clair L. Watson

UNION:

UNITED INDEPENDENT UNION,
N.F.I.U.

By:

al gl

(A:ASSIGN)
(3-19-92:adr)

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
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

1991 WAGE GUIDE

REP	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12	STEP 13	STEP 14
752	11,388	12,024	12,660	13,296	13,932	14,568	15,204	15,840	16,476	17,112	17,748	18,384	19,020	19,656
128	11,787	12,446	13,105	13,764	14,423	15,082	15,741	16,400	17,059	17,718	18,377	19,036	19,695	20,354
313	12,195	12,877	13,559	14,241	14,923	15,605	16,287	16,969	17,651	18,333	19,015	19,697	20,379	21,061
732	12,439	13,346	14,053	14,760	15,467	16,174	16,881	17,588	18,295	19,002	19,709	20,416	21,123	21,830
359	13,091	13,823	14,555	15,287	16,019	16,751	17,483	18,215	18,947	19,679	20,411	21,143	21,875	22,607
919	13,578	14,337	15,096	15,855	16,614	17,373	18,132	18,891	19,650	20,409	21,168	21,927	22,686	23,445
291	14,078	14,865	15,652	16,439	17,226	18,013	18,800	19,587	20,374	21,161	21,948	22,735	23,522	24,309
659	14,467	15,275	16,083	16,891	17,699	18,507	19,315	20,123	20,931	21,739	22,547	23,355	24,163	24,971
178	15,017	16,460	17,331	18,202	19,073	19,944	20,815	21,686	22,557	23,428	24,299	25,170	26,041	26,912
718	15,589	17,098	18,003	18,908	19,813	20,718	21,623	22,528	23,433	24,338	25,243	26,148	27,053	27,958
288	16,193	17,773	18,714	19,655	20,596	21,537	22,478	23,419	24,360	25,301	26,242	27,183	28,124	29,065
891	16,832	18,279	19,247	20,215	21,183	22,151	23,119	24,087	25,055	26,023	26,991	27,959	28,927	29,895
343	17,311	18,279	19,247	20,215	21,183	22,151	23,119	24,087	25,055	26,023	26,991	27,959	28,927	29,895
001	18,008	19,015	20,022	21,029	22,036	23,043	24,050	25,057	26,064	27,071	28,078	29,085	30,092	31,099
607	19,734	19,781	20,828	21,875	22,922	23,969	25,016	26,063	27,110	28,157	29,204	30,251	31,298	32,345
412	19,502	20,592	21,682	22,772	23,862	24,952	26,042	27,132	28,222	29,312	30,402	31,492	32,582	33,672
749	20,918	22,087	23,256	24,425	25,594	26,763	27,932	29,101	30,270	31,439	32,608	33,777	34,946	36,115
379	21,797	23,015	24,233	25,451	26,669	27,887	29,105	30,323	31,541	32,759	33,977	35,195	36,413	37,631
434	22,703	23,972	25,241	26,510	27,779	29,048	30,317	31,586	32,855	34,124	35,393	36,662	37,931	39,200
305	24,685	26,065	27,445	28,825	30,205	31,585	32,965	34,345	35,725	37,105	38,485	39,865	41,245	42,625
306	25,745	27,184	28,623	30,062	31,501	32,940	34,379	35,818	37,257	38,696	40,135	41,574	43,013	44,452
357	26,859	28,361	29,863	31,365	32,867	34,369	35,871	37,373	38,875	40,377	41,879	43,381	44,883	46,385
468	28,035	29,602	31,169	32,736	34,303	35,870	37,437	39,004	40,571	42,138	43,705	45,272	46,839	48,406

EXHIBIT A

1992 WAGE GUIDE

STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12	STEP 13	STEP 14	STEP 15
0,860	11,502	12,144	12,786	13,428	14,070	14,712	15,354	15,996	16,638	17,280	17,922	18,564	19,206	19,848
1,239	11,905	12,571	13,237	13,903	14,569	15,235	15,901	16,567	17,233	17,899	18,565	19,231	19,897	20,563
1,627	12,316	13,005	13,694	14,383	15,072	15,761	16,450	17,139	17,828	18,517	19,206	19,895	20,584	21,273
2,051	12,765	13,479	14,193	14,907	15,621	16,335	17,049	17,763	18,477	19,191	19,905	20,619	21,333	22,047
2,483	13,222	13,961	14,700	15,439	16,178	16,917	17,656	18,395	19,134	19,873	20,612	21,351	22,090	22,829
2,947	13,714	14,481	15,248	16,015	16,782	17,549	18,316	19,083	19,850	20,617	21,384	22,151	22,918	23,685
3,424	14,219	15,014	15,809	16,604	17,399	18,194	18,989	19,784	20,579	21,374	22,169	22,964	23,759	24,554
3,929	14,612	15,428	16,244	17,060	17,876	18,692	19,508	20,324	21,140	21,956	22,772	23,588	24,404	25,220
4,420	15,167	16,014	16,861	17,708	18,555	19,402	20,249	21,096	21,943	22,790	23,637	24,484	25,331	26,178
4,929	15,809	16,689	17,569	18,449	19,329	20,209	21,089	21,969	22,849	23,729	24,609	25,489	26,369	27,249
5,441	16,355	17,269	18,183	19,097	20,011	20,925	21,839	22,753	23,667	24,581	25,495	26,409	27,323	28,237
5,950	17,000	17,950	18,900	19,850	20,800	21,750	22,700	23,650	24,600	25,550	26,500	27,450	28,400	29,350
6,506	17,484	18,462	19,440	20,418	21,396	22,374	23,352	24,330	25,308	26,286	27,264	28,242	29,220	30,198
7,171	18,188	19,205	20,222	21,239	22,256	23,273	24,290	25,307	26,324	27,341	28,358	29,375	30,392	31,409
7,864	18,921	19,978	21,035	22,092	23,149	24,206	25,263	26,320	27,377	28,434	29,491	30,548	31,605	32,662
8,596	19,697	20,798	21,899	23,000	24,101	25,202	26,303	27,404	28,505	29,606	30,707	31,808	32,909	34,010
9,346	21,127	22,308	23,489	24,670	25,851	27,032	28,213	29,394	30,575	31,756	32,937	34,118	35,299	36,480
1,785	22,015	23,243	24,475	25,705	26,935	28,165	29,395	30,625	31,855	33,085	34,315	35,545	36,775	38,005
1,648	22,930	24,212	25,494	26,776	28,058	29,340	30,622	31,904	33,186	34,468	35,750	37,032	38,314	39,596
1,538	24,932	26,326	27,720	29,114	30,508	31,902	33,296	34,690	36,084	37,478	38,872	40,266	41,660	43,054
1,549	26,002	27,455	28,908	30,361	31,814	33,267	34,720	36,173	37,626	39,079	40,532	41,985	43,438	44,891
3,811	27,128	28,645	30,162	31,679	33,196	34,713	36,230	37,747	39,264	40,781	42,298	43,815	45,332	46,849
4,733	28,316	29,899	31,482	33,065	34,648	36,231	37,814	39,397	40,980	42,563	44,146	45,729	47,312	48,895

EXHIBIT B

1993/1994 WAGE GUIDE

STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12	STEP 13	STEP 14	STEP 15
0,969	11,617	12,265	12,913	13,561	14,209	14,857	15,505	16,153	16,801	17,449	18,097	18,745	19,393	20,041
1,351	12,024	12,697	13,370	14,043	14,716	15,389	16,062	16,735	17,408	18,081	18,754	19,427	20,100	20,773
1,743	12,439	13,135	13,831	14,527	15,223	15,919	16,615	17,311	18,007	18,703	19,399	20,095	20,791	21,487
2,172	12,893	13,614	14,335	15,056	15,777	16,498	17,219	17,940	18,661	19,382	20,103	20,824	21,545	22,266
2,608	13,354	14,100	14,846	15,592	16,338	17,084	17,830	18,576	19,322	20,068	20,814	21,560	22,306	23,052
3,074	13,851	14,626	15,401	16,176	16,951	17,726	18,501	19,276	20,051	20,826	21,601	22,376	23,151	23,926
1,558	14,361	15,164	15,967	16,770	17,573	18,376	19,179	19,982	20,785	21,588	22,391	23,194	23,997	24,800
1,934	14,758	15,582	16,406	17,230	18,054	18,878	19,702	20,526	21,350	22,174	22,998	23,822	24,646	25,470
4,463	15,318	16,173	17,028	17,883	18,738	19,593	20,448	21,303	22,158	23,013	23,868	24,723	25,578	26,433
5,078	15,967	16,856	17,745	18,634	19,523	20,412	21,301	22,190	23,079	23,968	24,857	25,746	26,635	27,524
5,595	16,518	17,441	18,364	19,287	20,210	21,133	22,056	22,979	23,902	24,825	25,748	26,671	27,594	28,517
5,211	17,171	18,131	19,091	20,051	21,011	21,971	22,931	23,891	24,851	25,811	26,771	27,731	28,691	29,651
6,671	17,659	18,647	19,635	20,623	21,611	22,599	23,587	24,575	25,563	26,551	27,539	28,527	29,515	30,503
7,343	18,370	19,397	20,424	21,451	22,478	23,505	24,532	25,559	26,586	27,613	28,640	29,667	30,694	31,721
8,043	19,111	20,179	21,247	22,315	23,383	24,451	25,519	26,587	27,655	28,723	29,791	30,859	31,927	32,995
3,782	19,894	21,006	22,118	23,230	24,342	25,454	26,566	27,678	28,790	29,902	31,014	32,126	33,238	34,350
3,145	21,338	22,531	23,724	24,917	26,110	27,303	28,496	29,689	30,882	32,075	33,268	34,461	35,654	36,847
3,993	22,235	23,477	24,719	25,961	27,203	28,445	29,687	30,929	32,171	33,413	34,655	35,897	37,139	38,381
1,864	23,157	24,450	25,743	27,036	28,329	29,622	30,915	32,208	33,501	34,794	36,087	37,380	38,673	39,966
3,773	25,181	26,589	27,997	29,405	30,813	32,221	33,629	35,037	36,445	37,853	39,261	40,669	42,077	43,485
4,794	26,262	27,730	29,198	30,666	32,134	33,602	35,070	36,538	38,006	39,474	40,942	42,410	43,878	45,346
5,867	27,399	28,931	30,463	31,995	33,527	35,059	36,591	38,123	39,655	41,187	42,719	44,251	45,783	47,315
7,000	28,599	30,198	31,797	33,396	34,995	36,594	38,193	39,792	41,391	42,990	44,589	46,188	47,787	49,386

Contract no. 583

Art

BOARD OF CHOSEN FREEHOLDERS CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

No. 273-92

T

RESOLUTION AUTHORIZING THE EXECUTION OF AGREEMENT BETWEEN THE ASSIGNMENT JUDGE OF THE SUPERIOR COURT OF AND FOR THE COUNTY OF CAPE MAY AND THE COUNTY OF CAPE MAY AND UNITED INDEPENDENT UNION, NFIU.

WHEREAS, an agreement has been reached by and between the Assignment Judge of the Superior Court of and for the County of Cape May and the County of Cape May, and United Independent Union, NFIU, and it is desired to authorize the execution of a formal written contract;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Cape May, that the proper officers of the Board, to wit, the Director and the Clerk of the Board, be and they are hereby authorized and directed to execute a contract between the Assignment Judge of the Superior Court of and for the County of Cape May, and the County of Cape May, and United Independent Union, NFIU, for the period January 1, 1991 through June 30, 1994, in the form attached hereto and by this reference made a part of this resolution as Schedule "A".

cc: United Independent Union
Richard J. Williams, Assignment Judge
County Treasurer
Personnel (2)
Mr. Pepper, Esquire
County Counsel
File: Union, UIU - Court Related

Moved by *Sh Ralph E Sheets* Seconded by *e Ralph E Sheets*

STATE OF NEW JERSEY }
COUNTY OF CAPE MAY } ss.:

I, Diane E. Rudolph, Clerk of the Board of Chosen Freeholders of the County of Cape May, State of New Jersey, do hereby certify that the foregoing is a correct and true copy of a resolution adopted by the Board at a meeting duly held on the 24th day of March 1992

Signed, *Diane E Rudolph*
Clerk of the Board.

Roll Call	Ayes	Nays	Abstain	Absent
Mr. Sturm	✓			
Mr. Beyel	✓			
Mr. Jessel	✓			
Mr. Sheets	✓			
Mr. Evans				