

Contract no. 1591

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1991-92 SUSSEX COUNTY JUDICIAL EMPLOYEES' COLLECTIVE AGREEMENT  
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1991-92 Sussex County Judicial Employees' Collective Agreement

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## AGREEMENT

This Agreement, made this 13<sup>th</sup> day of November 1991, between the Assignment Judge of Sussex County, hereinafter referred to as the "Assignment Judge" or the "Judiciary", a public employer with main offices located at the Court House, Newton, New Jersey, and Communications Workers of America representing Sussex County Administrative and Clerical Judicial Employees, hereinafter referred to as the "Union."

Now therefore, the parties hereby mutually agrees as follows:

## ARTICLE I - Purpose

The purpose of this Agreement is to set forth herein negotiated terms and conditions of employment to be observed between the Assignment Judge and the Union.

## ARTICLE II - Recognition

The Assignment Judge recognizes the Communications Workers of America as the sole and exclusive majority representative for collective negotiations concerning the establishment terms and conditions of employment for all administrative and clerical judicial employees employed in Sussex County. Excluded from the negotiations unit are: Managerial executives, professional employees, confidential employees, police and supervisors and employees in other collective negotiations units.

## ARTICLE III - Salaries and Wages

Section 1

Salary ranges will be in accordance with Attachment A.

Section 2

Effective January 1, 1991, salaries shall be increased by seven percent (7%). Minimum and maximums in the salary ranges for each job group shall also be increased by seven percent (7%) effective January 1, 1991.

Section 3

Effective January 1, 1992, salaries shall be increased by \$800. Minimum and maximums in the salary ranges for each job group shall also be increased by \$800 effective January 1, 1992.

Section 4

Effective March 1, 1992, job group increments shall increase six percent (6%). Effective March 1, 1992 current employees shall receive one increment increase in salaries.

Section 5

To be eligible for the 1991 wage increase an employee must have been in the employ of the County on December 31, 1990 and in the employ of the County on the date of the agreement. However, in no instance shall any employee be paid less than the new minimum of the range.

This provision shall apply to any employee who terminated for reason other than retirement prior to the date of this Agreement.

Any employee, who retired prior to the date of this Agreement, shall be granted pro rata salary increases for the time worked.

The estate of a deceased employee who died prior to the date of this Agreement shall receive the employee's pro rata salary increase for the time worked.

#### ARTICLE IV - Holidays

##### Section 1

Fourteen (14) legal holidays shall be observed under this Agreement:

New Year's Day  
Martin Luther King, Jr.'s Birthday  
Lincoln's Birthday  
Washington's Birthday  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Election Day  
Veteran's Day  
Thanksgiving Day  
Day After Thanksgiving Day  
Christmas Day

Also to be observed are any other holidays declared by the legally constituted authorities of the County, Governor or President.

When a holiday as above, falls on a Saturday, it shall be observed on the preceding Friday. When a holiday falls on a Sunday, it shall be observed on the following day, Monday.

##### Section 2

A day's holiday pay shall be equal to the employee's pay for his/her regularly scheduled work day.

#### ARTICLE V - Vacation and Other Leave Credits

##### Section 1 - Vacation

All employees shall be granted vacation leave based upon the following from date of last hire:

First year -- 1 day per month to the end of the calendar year  
Upon completion of 1 through 5 years = 12 days per year  
Upon completion of 6 through 7 years = 13 days per year  
Upon completion of 8 through 11 years = 15 days per year  
Upon completion of 12 through 15 years = 17 days per year  
Upon completion of 16 through 20 years = 21 days per year  
Upon completion of 21 through 26 years = 24 days per year  
Upon completion of 27 years or more = 26 days per year

ANNIVERSARY DATE: Should an employee whose anniversary date falls between January 1 and June 30 be eligible to receive increased vacation in accordance with the aforementioned schedule, he/she shall receive one-half of the increased allotment for said year and

receive the full allotment January 1 of the following year. Should an employee whose anniversary date falls between July 1 and December 31, he/she shall receive the increased allotment January 1 of the forthcoming year.

Employees on the payroll as of January 1 of any calendar year shall on that January 1 be credited in advance with vacation entitlement in accordance with the foregoing schedule, provided however, that if the employee works less than twelve (12) months in the calendar year, he/she is entitled to pro rata share of such vacation entitlement. An employee who has used more vacation time than he/she is entitled to at the time of severance shall have an amount equal to his/her daily rate at the time of severance deducted from his/her final pay for each day of vacation the employee has used in excess of the number of days to which he/she is entitled.

No vacation days shall be taken for less than one-half day and providing it is mutually agreed by the employee and the Department Administrator.

Employees shall submit requests for vacation times of five (5) consecutive work days or more to the department/agency head in writing no later than four (4) weeks before his/her requested vacation, with first and second choices. The department agency/head shall answer the request in writing within five (5) working days. The requested vacation shall be scheduled where practical on the basis of seniority. Vacations of less than five (5) consecutive work days should be requested in writing four (4) working days, where possible, before the requested vacation leave. The department/agency head should answer the request in writing no later than two (2) working days before the requested vacation leave.

The Department Administrator shall attempt to schedule work, insofar as possible, to preclude changes in the vacation scheduling.

Vacation allowance must be taken during the current calendar year at such time as permitted or directed by the department/agency head unless the department/agency head determines that it cannot be taken because of pressure of work. A maximum of one year's allotment may be automatically carried forward into the new year.

Any employee whose service with the County terminates shall have unused vacation time paid to him/her or the employee's legal representative in the event of his/her death.

## Section 2 - Sick Leave

All employees shall be granted sick leave based upon the following from date of last hire:

1½ days per month in the first year of service, then  
15 days per calendar year

All unused sick leave may be accumulated from year to year.

Employees absent from work on sick leave shall submit themselves to a physical examination monthly by the County Physician, who shall make a report to the County as to said employee's ability to return to work. If the County Physician should determine that the employee should return to work, but is not qualified to perform his/her regular duties, then the Department Administrator and the County shall determine what other type of work duties, if any, shall be assigned to such employee.

The parties agree to adhere to State Department of Personnel Rule 4:1-17.18, "Verification of Sick Leave."

In the event an employee returning to work from an illness is examined pursuant to N.J.A.C. 4:1-17.18(2) (d) and a dispute ensues, the County agrees that the employee shall be able to submit the report to his/her physician and a third party neutral physician shall make a final recommendation. The cost of the third party neutral physician shall be shared equally by the employee and the County.

An employee upon retiring shall be paid for one-half of the unused sick leave he/she accumulated up to a maximum of \$15,000.00. The employee shall be compensated for this accumulated time at his/her daily rate of pay at the date of retirement.

An employee whose employment with the County is terminated in good standing for reasons other than retirement shall be paid for accumulated sick leave based upon the following schedule:

Upon completion of 5 through 10 years of service	=	1/8 up to \$15,000.00
Upon completion of 11 through 20 years of service	=	1/4 up to \$15,000.00
Upon completion of 21 through or more	=	1/2 up to \$15,000.00

Employees who have excess of fifty (50) sick days on December 31st (including December 31, 1990) of any year may convert any or all sick days they have in excess of fifty (50) sick days for vacation days at a ratio of two (2) sick days for one vacation day. Those sick days converted to vacation days will not be reinstated at any future date. However, no employee shall be permitted to convert more than fifty (50) sick days to vacation days in any one calendar year.

### Section 3 - Other Leaves

a. Personal Leave - Full-time employees shall receive three (3) days leave per year for personal leave, non-accumulative. No personal leave shall be taken for less than a half day and providing it is mutually agreed by the employee and the Department Administrator. An employee must give his/her department/agency head twenty-four (24) hours notice when possible before taking personal leave. Requests to use personal leave for emergencies, with less than 24 hours notice, shall not be unreasonably withheld. The Department Administrator shall approve the personal leave unless there is a shortage of staff or peak work load periods.

b. Bereavement Leave - All employees shall receive three (3) days leave in the event of the death of a spouse, child, stepchild, son-in-law, daughter-in-law, parent, stepparent, father-in-law, mother-in-law, brother, brother-in-law, sister, sister-in-law, grandparents, and grandchild; such leave being separate and distinct from any other leave time. The employee shall be allowed three (3) days per incident.

c. Jury Duty - Should an employee be obligated to serve as a juror he/she shall not lose any pay for the time spent for jury duty.

d. Snow Days - The Board of Chosen Freeholders, in consultation with the Assignment Judge, may declare a snow day for court support departments, including probation. County rules and regulations regarding employee credit for appearance when a snow day is declared shall be honored in this department. Should an employee report for work and subsequently the Board decides to close county offices, such employee who reports to work shall be credited with the day's work. There shall be no charge against his/her benefit leave time. Should the Board close county offices before the start of a workday, all employees scheduled to work that day will be credited with a day's work. There shall be no charge against his/her benefit.

Notification of snow days will be made by radio announcements on a local radio station at 6:00 a.m. and/or 7:00 a.m. and periodically during that day. If the Board does not declare a snow day, an employee who does not report to work will be charged with either a personal leave day or a vacation day. If the Board decides to close county offices after the start of a workday, all offices will remain open until notification from the Board. If an employee is reasonably late in reporting to work because of the weather, that employee shall be credited with a full workday.

e. Leave Without Pay - The Assignment Judge may grant a leave of absence without pay to an employee for a period not to exceed six (6) months at any one time, provided all vacation time earned has been used first. Such leave may be renewed for an additional period of six (6) months only by formal action of the Assignment Judge. A leave of absence to a temporary employee may not be granted.

The parties recognize that under State Department of Personnel (formerly Civil Service) rules, an employee is required to be permanent before granted leave of absence. If the Judiciary agrees to grant a non-permanent employee a leave of absence and the State Department of Personnel does not approve such leave of absence, the parties and the employee agrees to adhere to the State Department of Personnel's decision.

An employee on leave of absence shall be responsible for his/her share of pension and contributory insurance premiums. Such premiums shall be deducted from the employee's paycheck upon certification from the Division of Pensions. An employee on leave of absence shall be responsible for payment of all hospitalization coverage premiums. Failure to reimburse the County for these premiums within sixty (60) days or provide substantial reason for not reimbursing the County will result in cancellation of the employee's coverage. The employee shall not be reimbursed for Medicare B during a leave of absence. Employees on leave of absence shall not accumulate or be eligible for vacations, sick leave, personal leave or holidays.

f. Military Leave - Military and other leaves may be granted in accordance with N.J.A.C. 4A:6-1.11.

g. Other Type Leaves - Employees entitled to receive Worker's Compensation Insurance shall be paid their regular salary for the first five (5) days after injury on the job without charges against their sick leave, vacation time or personal leave, but thereafter the employee shall be paid his/her Worker's Compensation Insurance payment as determined by the proper authorities. However, the time that the employee shall be paid Worker's Compensation Insurance payments shall not be charged against his/her sick leave, vacation time or personal leave, but said officer shall be paid for any holidays which may occur during the time that he/she is receiving compensation. Further, during the time that the employee is receiving Worker's Compensation Insurance, the County shall assume both the County's share and the employee's share of pension costs (but not contributory insurance) and the costs for all health benefits, excepting, however, if the officer fails to reimburse the County for contributory insurance.

h. Medical Leave - Employees granted a medical leave of absence (with physician's certificate) need not use all earned vacation leave time prior to the leave of absence unless they so choose. Employees granted a leave of absence for reasons other than medical shall use all earned vacation time prior to the leave of absence.

The County shall pay the medical insurance premiums, prescription program premiums and/or dental premiums for an employee on medical leave of absence for a maximum of the first three (3) months provided the employee provides the County with a medical certificate verifying she/he cannot work. Thereafter, the employee shall be responsible for reimbursing the County for those premiums timely and failure to reimburse the County timely shall result in cancellation of the employee's coverage.

i. Family Leave - Employees shall be entitled to all benefits under the Family Leave Act of 1989, Chapter 261.

**ARTICLE VI - Meal Allowance**

Judicial employees who are assigned to work beyond the normal workday shall receive a meal reimbursement up to \$7.00 which reimbursement will be authorized upon receipt of voucher with receipt.

**ARTICLE VII - Mileage**

Section 1

Employees required to use personal vehicles in the pursuit of proper and necessary County business will be reimbursed at the rate of 22¢ per mile.

Section 2

All such personal car mileage shall be submitted on the proper travel voucher forms. Beginning and ending odometer readings are required on travel vouchers. All payments will be made in accordance with the "Travel Policy."  
NOTE: Traffic violations (fines) are the responsibility of the employees.

**ARTICLE VIII - Hours of Work**

The normal workweek for full-time employees shall consist of 35 hours.

**ARTICLE IX - Part-time Employees**

Section 1

All part-time employees shall be paid wages based upon the rates of pay for the appropriate classification as set forth in the approved salary ranges, pro rata.

Section 2

Part-time employees must work a minimum of twenty (20) hours per week to be eligible for medical insurance coverage.

Section 3

Part-time employees shall be credited with pro rata sick leave, longevity, bereavement, personal leave, vacation time, and holidays.

Benefit leave for part-time employees shall be computed by dividing the number of hours worked per week by thirty-five (35) hours. This fraction will then be multiplied by the number of benefit leave days concerned to obtain a total.

**ARTICLE X - Breaks**

Section 1

Each employee shall be entitled to one fifteen (15) minute break for each half day period worked. Established time for these breaks will be set by the Department Administrator and shall be strictly observed.

Section 2

Unused break time shall not be credited or accumulated in any way by the employee. Break time will not be combined with lunch break.



**ARTICLE XI - Tuition Reimbursement**

Section 1

The County agrees to appropriate monies totalling \$2,000.00 annually (non-accumulative under state regulations) to provide a 50% tuition reimbursement to County unit and judicial unit employees of Sussex County who intend to take a course which is clearly job related.

When the \$2,000.00 appropriation is expended, there will be no further reimbursement.

Section 2

To be eligible for the program, said employees must be full time and permanent.

The courses must be taken at an accredited institution approved by the Personnel Director.

The interested employee must submit a written request for approval and authorization prior to registration for course work on the proper form. The request must be presented to the employee's Department Administrator for initial approval and the Personnel Director for final approval and authorization. The employee will be notified as to the approval or disapproval of his/her application within two (2) weeks.

Section 3

Within four (4) weeks after completion of the course work, the employee shall submit to the Personnel Director, via his/her Department Administrator certification for successful completion of course work on the proper form. This certification for successful completion contains a statement to be completed by the accredited institution as evidence of successful completion and expenses. Payments will be made to the employee after approval by the Personnel Director and after the employee has completed and signed the proper voucher form.

Section 4

The tuition reimbursement program will be administered by the Personnel Director and subject to any and all regulations as set by the Personnel Director.

**ARTICLE XII - Overtime**

Section 1

All employees shall be expected to complete their work in the time allotted for the normal working day.

Section 2

Any employee scheduled to work in excess of his/her regular workweek shall be paid at the rate of time and one-half for all hours the employee works in excess of his/her regular workweek. An employee who is scheduled to work a regular Monday to Friday workweek and works on a Saturday or Sunday or Holiday shall receive time and one-half for all hours he/she works on said Saturday or Sunday or Holiday provided that any absence during the regular workweek is justified.

Section 3 - Part-time employees will receive overtime pay only for those hours they work in excess of the normal workweek in their department (35 or 40).

Section 4 - All overtime and/or extra hours must be authorized by the Judiciary and specifically scheduled by the Department Administrator.

**ARTICLE XIII - Pay Periods**

Section 1

All employees shall be paid on a bi-weekly basis. Pay day is every other Wednesday for all employees. In most cases, the pay periods will run from Wednesday to Tuesday.

Section 2

The last pay of the calendar year and the first pay of the new year may contain adjustments to adequately close out the year.

Section 3

Annual salaries are divided by 261 work days to determine the daily rate of pay.

**ARTICLE XIV - Health and Welfare Benefits**

Section 1

Employees whose regular workweek is at least twenty (20) hours or more are eligible for Blue Cross/Blue Shield series 14/20, Rider J, and Major Medical Insurance under the New Jersey State Health Benefits Program. The plan includes coverage for the employee and eligible immediate family members and shall be fully paid for by the County.

Section 2

Employees whose regular workweek is at least twenty (20) hours or more are eligible for \$2.00 co-pay prescription program. The plan includes coverage for the employee and eligible immediate family members and shall be fully paid for by the County.

Section 3

Employees whose regular workweek is at least twenty (20) hours or more are eligible for a basic dental program, known as Program I-B as outlined by the Delta Dental Plan. The plan includes coverage for the employee and eligible immediate family members and shall be fully paid for by the County.

Section 4

Coverage shall begin the first of the month after two (2) months of employment, providing that the proper application is completed and filed timely with the Personnel Department.

Section 5

The County agrees to continue to pay the premium charges for certain eligible retirees and their eligible dependents (but not including survivors) for the Blue Cross/Blue Shield and Major Medical Insurance described in Section 1 provided such persons retire from the County service after twenty-five (25) years or more of contributions to the New Jersey State Pension System and provided such retirees apply for full coverage under Part B of the Federal Medicare Program, if the retiree meets the requirements. This health care program is administered by the New Jersey State Division of Pensions, Health Benefits Bureau.

For employees who retire effective January 1, 1988, or thereafter, the County agrees to pay the premium charges for the prescription program described in Section 2, and for the dental program described in Section 3, provided such persons retire from the County service after twenty-five (25) years or more of contributions to the New Jersey State Pension System. The prescription and dental care programs are administered by the County in accordance with the contracts with the respective insurance carriers.

Section 6

The County agrees to reimburse eligible employees for their premium charges under Part B of the Federal Medicare Program for themselves and their eligible immediate family members, provided the County voucher is submitted by the employee to the Treasurer's Office during July and January for the previous six (6) months.

The County agrees to reimburse retirees with twenty-five (25) years or more of contributions to the New Jersey State Pension System for their premium charges under Part B of the Federal Medicare Program for themselves and their eligible immediate family members, provided a County voucher is submitted to the Treasurer's Office during July and January for the previous six (6) months.

Section 7

Employees who are granted a leave of absence without pay should refer to Article V, Section 3 e.

Section 8

Upon an employee's termination, all insurance coverages will be discontinued the first of the month after one month, or as otherwise specified by the insurance carrier.

Section 9

All rights, benefits, eligibility requirements, etc. shall be governed by the applicable policy of insurance.

**ARTICLE IV - State Temporary Disability Insurance**

Section 1

The County agrees to provide to all employees the New Jersey Temporary Disability Insurance Program. The Union agrees that employees, through payroll deductions, shall be required to contribute to this program as determined by the New Jersey Temporary Disability Benefits Law.

Section 2

All rights, benefits, eligibility requirements, etc. shall be in accordance with the New Jersey Disability Benefits Law.

**ARTICLE XVI - Personnel Files**

The Judiciary agrees that upon request with reasonable notice, an employee shall have the opportunity to examine and review documents, including those related to performance evaluation and conduct in their personnel history file or in any permanent supplementary file maintained by the employee's supervisor.

The Assignment Judge shall honor the request of the employee for copies of documents in the file. The employee may file a written response of reasonable length to any memoranda or documents which are derogatory or adverse to them.

Such response will be attached to and retained with the documents in question. If any material, derogatory or adverse to an employee is placed in the employee's personnel file, a copy of such material shall be sent to the employee.

#### ARTICLE XVII - Promotional Remuneration

##### Section 1

Any employee who receives a promotion within the negotiations unit shall receive an increase of five percent (5%) effective on the date of promotion or the minimum salary for the new title at the time of the promotion, whichever is greater.

##### Section 2

An employee serving provisionally under promotional procedures shall be paid for the provisional title effective the date of provisional appointment. If the employee fails the promotional exam or is not eligible for appointment, his/her title and salary shall revert to the previous permanent title and previous salary.

#### ARTICLE XVIII - Longevity

##### Section 1

To be eligible for longevity, an employee must be full-time and permanent. Part time, permanent employees who work at least twenty (20) hours per week or more, shall be granted longevity pro rata based on the formula listed in Article on Part Time.

Years of completed service shall be computed on a full calendar year from January 1 to December 31 in accordance with the following schedule (schedule based on full-time employment):

5 through 9 years	=	\$ 300.00
10 through 14 years	=	\$ 400.00
15 through 19 years	=	\$ 550.00
20 through 24 years	=	\$ 900.00
25 years or more	=	\$1,100.00

##### Section 2

Payment will be made in mid-December on a lump sum basis. The parties recognize that under pension regulations, longevity paid on a lump sum basis is not subject to pension contributions and, therefore, not creditable for pension purposes.

##### Section 3

Any employee granted any leave of absence without pay, shall receive pro rata longevity based upon the actual number of months worked.

An employee who retires in accordance with the New Jersey State Division of Pensions Regulations shall receive pro rata longevity based upon the actual number of months worked.

An employee who terminates for reason other than retirement shall not be granted longevity.

**ARTICLE XIX - Union Rights and Representation**

**Section 1 - Union Stewards**

The Union may designate three (3) representatives and one (1) alternate for the purpose of formally representing the employees in Union related matters. Such designations shall be in writing and may be changed on due notice to the Assignment Judge.

**Section 2 - Access to Premises**

a. 1. Union officials and duly authorized Union representatives, whose names and identification have been previously submitted to and receipt acknowledged by the Assistant Trial Court Administrator, will be admitted to the premises of the Judiciary on Union business, subject to all applicable building rules and regulations. Requests for such visits shall be directed with reasonable advance notice to the Assistant Trial Court Administrator and shall include the proposed time and date and specific work areas of the employee involved. Provided that requests have been made and approved, such Union officials shall have the opportunity to meet and consult with employees covered by this Agreement in the building before the start of the work shift, during lunch or breaks, or after completion of the work shift.

2. Requests are to be made and approved at least one (1) week in advance of the proposed date of use. Less notice may be acceptable. Liability for any damages to the facilities or any care and maintenance costs which are attendant thereto are to be borne by the Union. Employees may attend such meetings only during off duty hours.

The Judiciary, in consultation with the building management, will designate appropriate places for such meetings to be held, provided that space is available when requested. Access to the premises as set forth herein will not be given by the Judiciary to any employee organization other than the recognized Union or to any officer or representative of any other employee organization for the purpose of communicating with employees in this unit.

3. The above is not intended to restrict Union officials and representatives from exercising their ordinary rights as citizens in regard to access to the employees' place of employment.

b. **Leave of Absence for Union Activity**

The Judiciary agrees to provide leaves of absence with pay for designees of the Union to attend Union activities including national and state conferences and training programs. A total of ten (10) days of such leave may be used by the employees of this unit annually. The allocation will be prospective only and will be prorated from the signing of this Agreement. Any leave not utilized in the prescribed yearly period, shall not be carried over.

**Section 3 - Dues Deduction**

a. Upon request, the Judge agrees to request the County to deduct from the salaries of those employees who authorize it, membership dues in the Union. Authorization must be in writing and comply with the provisions of N.J.S.A. 52:14-15.9(e) of the statutes of New Jersey. Deductions shall be made in compliance with law and monies collected, together with records of any collections, shall be transmitted to the treasurer of the Union following each pay period in which deductions are made.

b. The Union shall certify to the Judiciary and the County the amount of union dues and of any changes in the dues structure thirty (30) days in advance of the requested date of such change. The Union shall furnish to the Judge and the County a certified copy of the resolution indicating dues changes and the effective date of such changes.

c. Payroll deductions of Union dues under properly executed authorization for payroll deduction of Union dues forms shall become effective at the time the form is received by the County and shall be deducted by the next full pay period and each pay period thereafter from the pay of the employee.

d. The aggregate total for all such deductions, together with a list of those from whom dues have been deducted, shall be remitted to the designated financial officer of the Union.

e. The Union will provide the necessary dues deduction form and will secure the signature of its members on the terms and deliver the signed forms to the County. The Union shall indemnify, defend and save harmless the Judiciary and the County against any and all claims, demands, suits or other forms of liability that arise out of or by reason of action taken by the County in reliance upon salary deduction authorization cards submitted by the Union.

#### Section 4 - Representation Fee (Agency Fee)

a. Subject to the condition set forth in the paragraph below, all eligible nonmember employees in this unit will be required to pay to the majority representative a representation fee in lieu of dues for services rendered by the majority representative until December 31, 1992. Nothing herein shall be deemed to require any employee to become a member of the majority representative.

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

After this Agreement is signed and approved and thereafter in each year of the Agreement on January 1, an assessment shall be made to determine if the minimum percentage has been exceeded. If it has, the agency fee shall continue until the following annual assessment. If it has not, the agency fee will be discontinued and eligibility for reinstatement shall be on a quarterly basis as provided above.

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

#### b. Amount of Fee

Prior to the beginning of each contract year, the Union will notify the Judiciary and the County in writing of the amount of regular membership dues, initiation fees and assessments charged by the Union to its own members for that contract year, and the amount of the representation fee for that contract year. Any changes in the representation fee structure during the contract year shall be in accordance with Article XIX, Section 3, b. above.

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

#### c. Deduction and Transmission of Fee

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

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

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

d. Demand and Return System

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

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

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

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

e. Annual Notice to Nonmembers; Copy of Demand and Return System to Public Employer

(1) Prior to the commencement of payroll deductions of the representation fee in lieu of dues for any dues year, the majority representative shall provide all persons subject to the fee with an adequate explanation of the basis of the fee, which shall include:

(a) A statement, verified by an independent auditor or by some other suitable method of the expenditures of the majority representative for its most recently completed fiscal year. The statement shall set forth the major categories of expenditures and shall also identify expenditures of the majority representative and its affiliates which are in aid of activities or causes of a political or ideological nature only incidentally related to the terms and conditions of employment or applied toward the cost of benefits only available to nonmembers of the majority representative.

(b) A copy of the demand and return system established by the majority representative pursuant to Supreme Court Policy as set out on N.J.S.A. 34:13A-5.6, including instructions to persons paying the representation fee in lieu of dues as to how to request review of the amount assessed as a representation fee in lieu of dues.

(c) The name and address of the financial institution where the majority representative maintains an account in which to escrow portions of representation fees in lieu of dues which are reasonably in dispute. The interest rate of the account in effect on the date the notice required by (1) above is issued shall also be disclosed.

(d) The amount of the annual representation fee in lieu of dues, or an explanation of the formula by which the

representation fee is set, and the schedule by which the fee will be deducted from pay.

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

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

f. **Judiciary and County Held Harmless**

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

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

g. **Legal Requirements**

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

**ARTICLE XX - Labor/Management Matters**

When requested by other party, there will be a meeting of the Assistant Trial Court Administrator or his/her designee and a committee representing the Union to discuss mutual problems. These meetings shall not be for the purpose of hearing grievances or negotiation. These meetings shall be scheduled, whenever possible, to start between 9 a.m. and 11 a.m.

**ARTICLE XXI - Management Rights**

**Section 1**

The Judiciary retains and may exercise all rights, powers, duties, authority and responsibilities conferred upon and vested in it by the Statutes and Constitutions of the State of New Jersey and of the United States of America, applicable court decisions, rules and policies promulgated by the Supreme Court of New Jersey under its rule making authority, and directives of the Administrative Office of the Courts.

Except as specifically abridged, limited or modified by the terms of this Agreement, all such rights, powers, authority, prerogatives of management and responsibility to promulgate and enforce rules and regulations governing the conduct and the activities of judicial employees are retained by the Judiciary.

Examples of the which Management retains, which are not limited to these, are the following:



- a. To manage and administer the affairs and operations of the Judiciary;
- b. To direct its work forces and operations;
- c. To hire, promote, assign and transfer personnel;
- d. To schedule and determine work assignments;
- e. To demote, suspend, discharge or otherwise take action of a disciplinary nature against employees serving in "provisional or temporary" titles, but it does not affect any rights the employee may have under any permanent title to which they have retained rights;
- f. To demote, suspend, discharge or otherwise take disciplinary action for just cause against "permanent" employees in accordance with applicable statutes and court rules;
- g. To promulgate rules and regulations from time to time, which may affect the orderly and efficient administration of the Courts.

#### Section 2

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

#### Section 3

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

#### Section 4

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

#### **ARTICLE XXII - Economy Layoffs**

The Judiciary agrees that employee layoffs of employees in the career service for purposes of efficiency or economy or other valid reason requiring a reduction of the number of employees shall be in accordance with procedures specified in State Department of Personnel (formerly Civil Service) rules. In all cases, proper written notice to career service employees to be laid off will be given forty-five (45) days in advance, as required by State Department of Personnel

**ARTICLE XXIII - Safety****Section 1**

The Union reserves the right to call upon the Judiciary to investigate any matter involving work areas or equipment. Such requests will only be made where the Union feels that the employee is subject to possible impairment of health and safety.

**Section 2**

Issues concerning health and safety may be discussed at the labor/management meetings provided for in this Agreement.

**ARTICLE XXIV - Grievance Procedure**

The parties agree that a complaint or grievance of any Judicial employee or the Union relating to the interpretation, application or violation of policies, agreements and administrative decisions affecting them, if not otherwise provided for in law or in applicable rules and regulations having the force and effect of law, shall be settled in the following manner:

**Step 1** - The grievance shall first be taken to the immediate supervisor within fifteen (15) working days of the event or within fifteen (15) working days of when the grievant should reasonably have known that an alleged violation had occurred, who shall make an effort to resolve the problem within a reasonable period of time; within three (3) working days, if possible. At this level, a complaint or grievance need not be in writing. The time limits in this step may be extended by mutual consent.

**Step 2** - If not resolved at the supervisory level (Step 1), the grievance shall be put in writing and submitted to the Assistant Trial Court Administrator or his designee within ten (10) working days from the date a decision was rendered at Step 1 or the grievance shall be considered abandoned. The Assistant Trial Court Administrator will acknowledge its receipt within three (3) working days and render a decision within seven (7) working days thereafter. The time limit in this step may be extended by mutual consent.

**Step 3** - If the grievance is not resolved at Step 2, the grievant may, within ten (10) working days from the date a decision was rendered in Step 2, choose to utilize one of the following two options:

- a. The grievant may appeal to the New Jersey Department of Personnel under the laws and rules governing the operation of that agency, provided that the Commission agrees to hear the case, or
- b. The grievant may appeal to the Assignment Judge or his designee in which case the decision of the Assignment Judge shall be final. The Assignment Judge will acknowledge receipt of the grievance within ten (10) working days. The Assignment Judge may designate any court employee or other representative who is not an employee of the Courts to hear and make recommendations to him for disposition. The Assignment Judge will fix a date for rendering the decision.

All grievances and complaints that are related to judicial policy and/or the authority of the Chief Justice, Supreme Court, Administrative Director of the Courts or the Assignment Judge under Rule 1:34-4 and any other applicable Statute or Court Rule shall be limited to Step 3(b). In using the grievance procedure established herewith, an employee is entitled at each step to be represented by

an attorney of his/her own choosing, or by a bona fide member of the Union designated to represent him/her pursuant to this Agreement.

**ARTICLE XXV - Non-Discrimination**

The Judiciary and the Union agree that there shall be no discrimination because of race, creed, age, color, marital status, religion, sex, national origin, physical handicap or union activity.

**ARTICLE XXVI - Policy on New Jersey Department of Personnel**

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

**ARTICLE XXVII - Severability Clause**

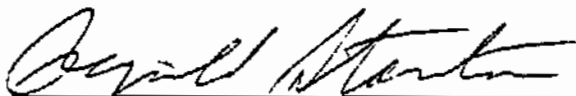
In the event any Federal or State law, or any determination having the force and effect of law (including rules, regulations or directives of the Chief Justice, Supreme Court of New Jersey or the Administrative Director of the Courts) conflicts with the provisions of this Agreement, the provision or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

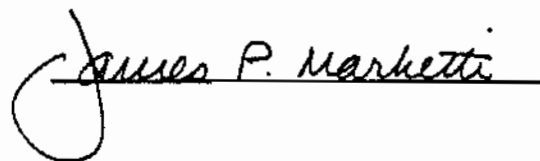
**ARTICLE XXVIII - Duration**

The provisions of this Agreement shall become effective on January 1, 1991 and be in full force and effect until December 31, 1992. The benefits of this agreement shall remain in full force and effect after termination of this agreement and until superseded by a successor agreement.

For the Judiciary

For the Union

  
Reginald Stanton, A.J.S.C.



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## LIABILITY CLAUSE

Whenever an action is instituted against any employee for any act or omission arising out of and in the course of, and within the scope of, the good faith performance of the duties of his/her office, position or employment, the County shall defray the cost of defending such action as set forth below.

The County's obligation hereunder shall be limited to those cases in which:

1. The employee is a named defendant in a matter pending before a court of competent jurisdiction; and
2. The employee was acting in the discharge of duty imposed or authorized by law, provided
3. In criminal actions, the proceeding is dismissed or results in a final disposition in favor of the employee;
4. Such criminal actions covered by this Article shall not include those in which the employee is charged with assault and/or battery.

Nothing herein shall limit the County in its selection of its policy of liability insurance including the County's right to self-insure if it so desires.

All defenses provided for under this Article shall be coordinated through the County Counsel's office. If outside counsel is employed for such defense, the hourly rate paid by the County shall not exceed an amount by the County Counsel.

In non-criminal matters, the employee shall accept the representation provided by the County or the County's insurance carrier.

11/8/91

C.W.A. - Judicial Unit

Schedule A

Job Groups

JOB GROUP I

01268	Clerk Typist	01245	Clerk
02931	Receptionist, typing	01266	Clerk Transcriber

<u>'91 Increment</u>	<u>'91 Minimum</u>	<u>'91 Maximum</u>	
\$0.275	\$5.878	\$11.163	Hourly
\$502	\$10,741	\$20,395	35

<u>'92 Increment</u>	<u>'92 Minimum</u>	<u>'92 Maximum</u>	
\$0.291	\$6.261	\$11.546	Hourly
\$532	\$11,541	\$21,195	35

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JOB GROUP II

00001	Account Clerk
00003	Account Clerk, typing
01260	Clerk Stenographer

<u>'91 Increment</u>	<u>'91 Minimum</u>	<u>'91 Maximum</u>	
\$0.291	\$6.232	\$11.689	Hourly
\$532	\$11,385	\$21,355	35

<u>'92 Increment</u>	<u>'92 Minimum</u>	<u>'92 Maximum</u>	
\$0.308	\$6.615	\$12.072	Hourly
\$564	\$12,185	\$22,155	35

\*\*\*\*\*

JOB GROUP III

01675	Docket Clerk, typing	03247	Senior Clerk
02092	Index Clerk, typing	03255	Sr. Clerk Transcriber
03256	Senior Clerk Typist		
04150	Telephone Operator, typing		

<u>'91 Increment</u>	<u>'91 Minimum</u>	<u>'91 Maximum</u>	
\$0.309	\$6.605	\$12.249	Hourly
\$565	\$12,067	\$22,378	35

<u>'92 Increment</u>	<u>'92 Minimum</u>	<u>'92 Maximum</u>	
\$0.328	\$6.988	\$12.632	Hourly
\$599	\$12,867	\$23,178	35

C.W.A. - Judicial Unit

JOB GROUP IV

04649 Data Entry Machine Operator  
 02279 Legal Stenographer  
 03165 Senior Account Clerk  
 03168 Senior Account Clerk, typing  
 03253 Senior Clerk Stenographer  
 05487 Word Processing Operator

<u>'91 Increment</u>	<u>'91 Minimum</u>	<u>'91 Maximum</u>	
\$0.326	\$6.979	\$12.812	Hourly
\$596	\$12,752	\$23,408	35
 <u>'92 Increment</u>	 <u>'92 Minimum</u>	 <u>'92 Maximum</u>	
\$0.346	\$7.363	\$13.195	Hourly
\$632	\$13,552	\$24,208	35

\*\*\*\*\*

JOB GROUP V

03237 Senior Cashier, typing  
 05180 Senior Data Entry Machine Operator  
 00330 Senior Docket Clerk, typing  
 03376 Senior Index Clerk, typing  
 03405 Senior Legal Stenographer

<u>'91 Increment</u>	<u>'91 Minimum</u>	<u>'91 Maximum</u>	
\$0.345	\$7.384	\$13.41	Hourly
\$630	\$13,491	\$24,501	35
 <u>'92 Increment</u>	 <u>'92 Minimum</u>	 <u>'92 Maximum</u>	
\$0.365	\$7.767	\$13.794	Hourly
\$668	\$14,291	\$25,301	35

\*\*\*\*\*

JOB GROUP VI

02781 Principal Clerk Typist 02773 Principal Clerk

<u>'91 Increment</u>	<u>'91 Minimum</u>	<u>'91 Maximum</u>	
\$0.368	\$7.872	\$14.159	Hourly
\$672	\$14,382	\$25,867	35
 <u>'92 Increment</u>	 <u>'92 Minimum</u>	 <u>'92 Maximum</u>	
\$0.39	\$8.255	\$14.542	Hourly
\$712	\$15,182	\$26,667	35

C.W.A. - Judicial Unit

JOB GROUP VII

01434 Court Clerk  
 02196 Investigator-Probation  
 02755 Principal Account Clerk  
 02757 Principal Account Clerk, typing  
 02777 Principal Clerk Stenographer  
 05178 Principal Data Entry Machine Operator

<u>'91 Increment</u>	<u>'91 Minimum</u>	<u>'91 Maximum</u>	
\$0.397	\$8.503	\$15.095	Hourly
\$725	\$15,353	\$27,578	35

<u>'92 Increment</u>	<u>'92 Minimum</u>	<u>'92 Maximum</u>	
\$0.421	\$8.886	\$15.478	Hourly
\$769	\$16,335	\$28,378	35

\*\*\*\*\*

JOB GROUP VIII

00112 Administrative Secretary  
 03282 Senior Court Clerk

*03394 - Sr. Investigator-  
 Probation*

<u>'91 Increment</u>	<u>'91 Minimum</u>	<u>'91 Maximum</u>	
\$0.429	\$9.181	\$16.107	Hourly
\$784	\$16,773	\$29,427	35

<u>'92 Increment</u>	<u>'92 Minimum</u>	<u>'92 Maximum</u>	
\$0.455	\$9.564	\$16.545	Hourly
\$831	\$17,573	\$30,227	35

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JOB GROUP IX

03859 Supervising Clerk

<u>'91 Increment</u>	<u>'91 Minimum</u>	<u>'91 Maximum</u>	
\$0.461	\$9.858	\$17.116	Hourly
\$842	\$18,010	\$31,271	35

<u>'92 Increment</u>	<u>'92 Minimum</u>	<u>'92 Maximum</u>	
\$0.489	\$10.241	\$17.499	Hourly
\$893	\$18,810	\$32,071	35

C.W.A. - Judicial Unit

JOB GROUP X

03969 Supervisor of Accounts

<u>'91 Increment</u>	<u>'91 Minimum</u>	<u>'91 Maximum</u>	
\$0.495	\$10.587	\$18.204	Hourly
\$904	\$19,341	\$33,259	35

<u>'92 Increment</u>	<u>'92 Minimum</u>	<u>'92 Maximum</u>	
\$0.525	\$10.97	\$18.587	Hourly
\$958	\$20,141	\$34,059	35

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JOB GROUP XI

00020 Administrative Clerk  
01037 Chief Clerk

<u>'91 Increment</u>	<u>'91 Minimum</u>	<u>'91 Maximum</u>	
\$0.53	\$11.331	\$19.289	Hourly
\$968	\$20,702	\$35,240	35

<u>'92 Increment</u>	<u>'92 Minimum</u>	<u>'92 Maximum</u>	
\$0.562	\$11.715	\$19.672	Hourly
\$1,026	\$21,502	\$36,040	35