

Contract no. 1516

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1991-92 BERGEN COUNTY JUDICIAL EMPLOYEES' COLLECTIVE AGREEMENT

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1991-92 Bergen County Judicial Employees' Collective Agreement

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THE AGREEMENT is made this _____ day of _____, 1992, between the Bergen County Judiciary, hereinafter referred to as the "Employer", and the New Jersey Employees Labor Union No. 1/SEIU, Local 1988 AFL-CIO,CLC, hereinafter referred to as the "Union".

WHEREAS, the parties have carried on collective bargaining for the purpose of developing a contract covering wages, hours of work and all other conditions of employment for white-collar employees:

NOW, THEREFORE, the parties agree as follows:

ARTICLE I - Recognition

The Assignment Judge hereby recognizes the New Jersey Employees' Labor Union No. 1/SEIU, Local 1988, AFL-CIO, CLC (hereinafter referred to as the "Union") as the exclusive representative for the purpose of collective negotiations for all terms and conditions of employment for those employees covered by this Agreement. Included are: all titles as listed in Appendix A employed by the Judiciary in the Bergen County Vicinage. Excluded from the negotiations unit are all employees of the County of Bergen in its non-judicial offices, probation officers, confidential employees, managerial executives, police, craft, professional and supervisory employees within the meaning of the Act and as consistent with Judiciary policies.

ARTICLE II - Term of Agreement

This Agreement shall be in force from January 1, 1991, through December 31, 1992, or until such time as a successor Agreement is executed.

ARTICLE III - Salaries and Wages

Section 1

Effective January 1, 1991, and retroactive to that date, each employee in this unit shall receive an increase of four percent (4%) added to his/her December 31, 1990 base salary.

Section 2

Effective January 1, 1992, and retroactive to that date, each employee in this unit shall receive an increase of five percent (5%) added to his/her December 31, 1991 base salary.

Section 3

Effective upon implementation of the thirty-five (35) hour workweek (on or about September 7 1992), each employee in this unit whose workweek is extended to thirty-five (35) hours shall receive an hour for hour increase in his/her September 1, 1992 base salary reflecting the extension of the workweek.

Section 4

No employee shall receive a salary increase before the first anniversary of his/her date of hire. On the first anniversary of his/her date of hire, he/she shall receive a salary increase of the same percentage as received by the unit at large the preceding January 1st. After new employees have received their first salary increase on the first anniversary of their date of hire, they shall receive increases in accordance with this Agreement.

Section 5

Any employee hired between January 1, 1992 and September 7, 1992 whose workweek is extended from 32½ hours to 35 hours, shall have his/her base salary increased by 7.69% effective upon implementation of the extended workweek (on or about September 7, 1992).

Section 6

Employees who receive promotional appointments to titles in higher grades during the term of this Agreement, shall receive payments as provided in Article 6, hereinafter, as of the effective date of the promotional appointment; thereafter, they shall receive salary increases as provided in Sections 1 thru 5 above; the employee shall be entitled to no additional increase on the first anniversary of the appointment to his/her new position.

Section 7

Attached hereto as Appendix "A" is a schedule of titles included in this unit.

Section 8

Effective January 1, 1991, the base annual salary paid to any full-time employee covered by this Agreement shall be not less than \$10,000.

ARTICLE IV - Management Rights

Section 1

In order to effectively administer the affairs of the Judiciary and to properly serve the Public, the Court hereby reserves and retains unto itself, as employer, all the powers, rights, authority, duties and responsibilities conferred upon and vested in it by law prior to the signing of this Agreement. Without limitation of the foregoing, management's prerogatives include the following rights:

- a. To manage and administer the affairs and operations of the Judiciary;
- b. To direct its work forces and operations;
- c. To hire, promote and assign employees;
- d. To demote, suspend, discharge or otherwise take disciplinary action.

Section 2

The Court's use and enjoyment of its powers, rights, authority, duties and responsibilities, the adoption of its policies and practices, or the promulgation of rules and regulations in furtherance thereto, shall be limited only by the terms of this Agreement and to the extent same conform to the Court Rules and Laws of New Jersey and of the United States.

ARTICLE V - Pledge Against Discrimination

There shall be no discrimination, interference or coercion by the Employer or any of its agents against the employees represented by the Union because of membership or activity in the Union. The Union, or any of its agents, shall not intimidate or coerce employees into membership. Neither the Employer nor the Union shall discriminate against any employee because of race, creed, color, age, sex, national origin, or political affiliation.

ARTICLE VI - Payment on Promotions

If an employee is promoted or transferred to a title in a grade higher than the grade at which the employee's former title was located, the employee shall receive a salary increase in an amount equal to five percent (5%) of the employee's salary before the promotion or transfer occurred.

ARTICLE VII - Longevity**Section 1**

Judicial employees shall continue to receive longevity payments as are granted to Bergen County employees generally. If during the period covered by this Agreement, the County grants to its employees generally any increase in longevity payments such increases shall simultaneously be awarded to employees in this unit.

Section 2

Presently, the longevity program provides that each employee shall receive longevity pay in recognition of length of service starting with January 1st following completion of the year which includes the sixth (6th) anniversary of employment. Payment, not to be added to the base salary, shall be made, beginning at that time and on each subsequent anniversary during the term of this Agreement as follows:

Upon completion of 6 to completion of 8 years.....	\$ 200.00
Upon completion of 9 to 13 years.....	400.00
Upon completion of 14 to 18 years.....	800.00
19 years of more.....	1,000.00

Section 3

Longevity payments shall be included as part of the base salary.

Section 4

Employees must work a minimum of twenty (20) hours per week to be eligible for longevity. They will receive that proportion of the longevity payment represented by the percentage of their hours of work compared to the standard workweek.

ARTICLE VIII - Health Benefits**Section 1**

Judicial employees shall continue to be provided with all health benefits presently granted to Bergen County employees generally. The benefits include, but are not limited to, a non-contributory medical health insurance plan, a non-contributory major medical insurance plan, a dental plan, a prescription plan, a disability policy and a vision plan (\$125.00 per year).

Section 2

If during the term of this Agreement, the County grants to its employees generally any additional health benefit or provides any expanded coverage and such benefit was not available as a subject of negotiations for this Agreement, the Assignment Judge may grant such benefit to employees in this unit or shall reopen this matter for further negotiations.

ARTICLE IX - Personal Leave

Section 1

Each employee shall be entitled to take two (2) personal days annually. Personal leave days may not be accrued. Division Managers must be notified in advance and except in case of emergency, prior approval of the Division Manager must be obtained.

Section 2

Employees must be employed for three (3) months before becoming eligible for personal leave.

ARTICLE X - Work Schedule

Section 1

The standard workweek shall consist of five (5) days, Monday through Friday, from 9:00 a.m. to 4:30 p.m., with one hour off for lunch. The total workweek is 32½ hours or 65 hours each two week period.

Section 2

Effective on or about September 7, 1992, the standard workweek shall consist of five (5) days, Monday through Friday with a standard eight (8) consecutive hour workday inclusive of one hour off for lunch commencing no earlier than 8:00 a.m. and ending no later than 4:30 p.m. The total workweek shall be 35 hours or 70 hours each two week period.

Section 3

The current practice of establishing flexible scheduling of the workday for judicial employees in this unit shall be continued for the duration of this Agreement.

ARTICLE XI - Overtime and Compensatory Time Off

Section 1

All employees covered by this Agreement shall be eligible for overtime.

Section 2

Overtime shall be paid as follows:

- (a) Effective January 1, 1991 to September 7, 1992, for hours worked beyond 32½ hours per week and up to and including forty (40) hours per week, payment or compensatory time shall be at straight time, at the option of the Employer.
- (b) Effective September 7, 1992, for hours worked beyond 35 hours per week and up to and including forty (40) hours per week, payment or compensatory time shall be at straight time at the option of the Employer.
- (c) For hours worked in excess of forty (40) hours in one week, payment shall be at time and one-half, at the option of the employee.
- (d) Prior to September 7, 1992, the employees' standard hourly rate (annual salary divided by 1,690 annual hours of work) shall be used in computation of overtime pay.

- (e) Effective September 7, 1992, the employees' standard hourly rate (annual salary divided by 1,820 annual hours of work) shall be used in computation of overtime pay.
- (f) Part-time workers shall not be entitled to time and one-half pay unless they work more than forty (40) hours in a week.
- (g) When a holiday is observed during the regular bi-weekly pay period and the employee receives pay for that day, those hours shall be included in the computation of overtime for that period.
- (h) When an employee receives paid leave during the regular bi-weekly pay period, those hours shall be included in the computation of overtime for that period.
- (i) Overtime must be authorized by the Division Manager or his/her designee and entered on the weekly time sheets.
- (j) At the option of the employee, overtime earned may be credited to the employee's Compensation Time Off account to the extent permitted in the section covering Compensatory Time Off and as limited by applicable Federal and State regulations. The taking of such Compensatory Time Off may be arranged only at the discretion of the Division Manager.
- (k) Overtime shall be assigned by the Division Manager on a rotating basis according to the appropriate job title for the work to be performed. An initial list shall be posted by the Division Manager with employees' names and arranged according to seniority in each title. Overtime shall be offered to each employee beginning with the name first appearing on the said list and continuing through the list. If an employee does not choose to work overtime, his/her name shall be placed on the bottom of the overtime list. If an employee does not choose to be considered for any overtime, he/she shall so indicate to the Division Manager in writing and thereafter overtime work shall not be offered to him/her. In the event that thereafter the employee shall desire to have his/her name again placed on the overtime list, he/she shall notify his/her Division Manager and his/her name shall thereafter be restored to the bottom of the said list.

In case of an emergency, the Division Manager shall have the right to call in any employee to work overtime.

Section 3 - Compensatory Time Off

To the extent permitted by applicable State and Federal law employees who work in excess of regular hours may elect to take Compensatory Time Off. If the extra hours are worked at straight time, Compensatory Time Off shall be taken in straight time, with the approval of the Division Manager and subject to the need of the department. If the extra time is in excess of forty (40) hours, the employees may elect to take off one and one-half (1½) times the hours worked, subject to the approval of the Division Manager and the needs of the department.

ARTICLE XII - Vacation

Section 1

Vacation leave is earned and accumulated in the following manner:

- (a) One day per month in the first calendar year of employment for the first eleven (11) months and four (4) days in the twelfth month,

provided the initial date of hire is on or before the fourth day of the month.

- (b) From the beginning of the second calendar year of employment to and including the fifth year of employment, employees earn vacation at the rate of $1\frac{1}{2}$ days per month (15 days per year).
- (c) From the beginning of the sixth year of employment and therefore, employees earn vacation at the rate of $1\frac{2}{3}$ days per month (20 days per year).

Section 2

Part-time employees are eligible for vacation leave. The amount earned is proportional to the allowance of the full-time employee. It is determined by the number of standard hours worked in each pay period and the employee's years of continuous service.

Section 3

Seasonal or per diem employees are not eligible for vacation leave.

Section 4 - General

- (a) When employees complete their first six (6) months of employment, they may ask to take the balance of their vacation leave for that calendar year. Beginning January 1 of each succeeding year of employment, employees may ask to use, in advance of earning, the full amount of vacation leave for that year. Any vacation time borrowed under this policy must be earned back by the last pay period of that calendar year; otherwise, any negative vacation balance will either be charged to available compensatory time off or deducted from the employee's pay.
- (b) In the event of termination of employment prior to repayment of advanced vacation leave, the necessary salary adjustment will be made on the employee's final paycheck.
- (c) Earned vacation leave for one calendar year may be carried over and used during the following calendar year only. Except upon termination of employment, the employee will not be allowed to receive pay in place of taking his/her earned vacation leave.
- (d) If an employee resigns with proper notice, or plans to retire, the employee may be paid for earned and used vacation leave as of the effective date of termination. In no case may an employee be paid for more than two (2) years unused vacation leave.
- (e) If an employee should die while employed, a sum of money equal to earned and unused vacation leave shall be paid to his/her estate.
- (f) The salary paid to an employee while on vacation leave will be the same amount the employee would have earned while working regular straight time hours during vacation period.
- (g) Employees on leave of absence without pay for more than two (2) weeks in any month do not earn vacation leave for that month.
- (h) Employees on approved paid vacation leave or sick leave will continue to accrue vacation leave according to length of service and regular work schedule.
- (i) Seasonal and per diem employees are not eligible for vacation leave.

- (j) If a holiday, observed by the Judiciary occurs during the period of the employee's vacation leave, it is not charged against the balance of the employee's vacation leave and the employee shall be entitled to an equivalent day off.
- (k) Every effort shall be made to arrange vacation scheduled to meet the individual desire of all department employees. When there is conflict in the dates of proposed vacation schedules, preference is given to the employees with seniority. All requests for vacation leave must be approved by the employee's Division Manager. The Division Manager may require that vacations be scheduled in other than the summer months when the needs of the department require it.
- (l) Employees may receive their salary covering the period of vacation prior to commencing vacation to the extent that they have earned and accrued such vacation time and provided that at least a one-week vacation is to be taken and the employee has notified his or her Division Manager at least thirty (30) days prior to the commencement of the vacation.

ARTICLE XIII - Holidays

Judicial employees shall be entitled to all legal holidays and such other days off as shall be determined by the Judiciary. These legal holidays shall include:

January 1st.....	New Year's Day
3rd Monday in January.....	Martin Luther King's Birthday
February 12th.....	Lincoln's Birthday
3rd Monday in February.....	Washington's Birthday
Last Monday in May.....	Memorial Day
July 4th.....	Independence Day
1st Monday in September.....	Labor Day
2nd Monday in October.....	Columbus Day
November 11th.....	Armistice or Veterans' Day
4th Thursday in November.....	Thanksgiving Day
December 25th.....	Christmas Day
Good Friday and General Election Day	

Section 2

If any employee is required to work a legal holiday or other day off granted by the Judiciary, the employee shall be granted an equivalent amount of time off.

Section 3

Whenever a legal holiday falls on a Sunday, the succeeding Monday shall be observed as the holiday. Whenever a legal holiday falls on a Saturday, the preceding Friday shall be observed as a holiday when approved by the Judiciary. The day after Thanksgiving shall be observed as a holiday when approved by the Judiciary.

Section 4

Holidays falling within a period of paid absence will entitle the employee to pay for such holidays. Periods of paid absence are: Sick Leave, Terminal Leave, Jury Duty Leave, Compensatory Time Off, Vacation Leave, Bereavement Leave.

Section 5

Holidays falling during the unpaid leave of absence will not be credited.

Section 6

A Division Manager, for good cause, may disallow holiday pay for an employee who does not work the day before or the day following a holiday.

Section 7

Those full-time employees who work on a holiday shall receive, at the option of the employee, either i) payment at a rate of time and one-half for all hours worked plus an additional day off for the hours worked, or, ii) standard time plus time and one-half for the hours worked. Full-time workers who work a week that includes a holiday get paid for that holiday in that week.

Section 8

Part-time employees are eligible for holiday pay or leave time, which amount is proportional to the allowance of a full-time employee. It is determined by the number of standard hours worked in each workweek.

ARTICLE XIV - Pay During Absence

Section 1 - Unscheduled Absences

If, for any reason, an employee is unable to report for duty, he/she must notify the Division Manager as soon as possible, and before scheduled starting time. Irregular or poor attendance may be cause for disciplinary action. An employee absent from work without notification for five (5) consecutive working days will be considered to have resigned from the position. Such resignation is not considered to be in good standing.

Section 2 - Scheduled Absences

When an employee is on a leave of absence without pay for a period in excess of three (3) consecutive months in a calendar year, the annual salary increase shall not be paid upon return to active status, but shall be delayed for a period equal to the period of unpaid leave.

Section 3 - Jury Duty

A leave of absence shall be granted to an employee called for jury duty. This leave of absence shall not be charged against employee's vacation or sick leave privileges. For the time served on the jury, full pay will be given according to the basic rate of pay usually received for a standard work period. Fees received as a juror, other than meal and travel allowances, shall be returned to the Employer.

ARTICLE XV - Sick Leave

Section 1

If the employee is unable to report to work due to illness or for any other reason, it is essential that the employee's Division Manager or supervisor be notified, according to the department's procedure. Each department shall post in a central area and distribute to all employees, in writing, the procedure to notify the Judiciary of an absence. Failure to give proper notification could result in disapproval of the request for sick leave or be considered as a unscheduled absence.

Section 2

The cause for the employee's absence must be reported daily, unless adequate explanation and reason is provided to cover several days. In any sick

leave of five (5) days or more, a doctor's certificate must be submitted if requested by the Division Manager. The Division Manager retains the right in such leave cases under five (5) days to conduct an inquiry into the sick leave request or to require examination by a County physician if the Division Manager has any questions as to the employee's condition.

Section 3

Sick leave must be earned before it can be used. Should the employee require none or only a portion of the earned sick leave for any year, the amount not taken accumulates to the employee's credit from year to year during employment.

Section 4

Sick leave is earned and accumulated in the following manner:

One working day for each full month of service during the remaining months of the first calendar year of employment and fifteen (15) working days (1½ per month) for each calendar year thereafter. If the employee begins work after the fourth day of the month, sick leave is not earned for that month.

Section 5

Part-time employees are eligible for sick leave. The amount earned is proportional to the allowance of a full-time employee. It is determined by the number of standard hours worked in each pay period.

Section 6

Sick leave may be granted for:

- (a) Personal illness or accidental disability by reason of which the employee is unable to perform the usual duties of the position.
- (b) Serious illness of a member of the employee's immediate family or household (as defined in Funeral Leave) requiring the employee's attention and care. The circumstances of the illness should be of an emergency nature where the employee is required to be in direct attendance for a period not to exceed three (3) working days.
- (c) In case of extended illness, the employee may use Compensatory Time Off or Vacation Leave.
- (d) Cosmetic surgery, in which case the employee shall arrange, with the reasonable approval of his or her Division Manager, the scheduling of the surgery and attendant leave.

Section 7

Accumulated sick leave is forfeited upon separation from County/Judicial service, except as provided for under "Terminal Leave" hereinafter.

ARTICLE XVI - Injury Leave

Section 1

Injury Leave, as distinguished from sick leave, shall mean paid leave given to an employee due to absence from duty caused by an accident, illness or injury which occurred while the employee was performing duties and which is compensable under the Worker's Compensation statutes or any policy of Worker's Compensation insurance applicable to the said employees.

Section 2

All payments which shall be made concerning injury leave are subject to the same rules and regulations as Worker's Compensation insurance and shall not be made if the accident is proved to have been due to intoxication or willful misconduct on the part of the employee. If an employee, absent from work due to an accident, illness or injury which is covered by Worker's Compensation insurance, willfully fails to fulfill all of the conditions necessary to receive compensation benefits, the employee shall not be entitled to payment of any injury leave benefits from the Employer until such condition has been fulfilled.

Section 3

After all injury leave is used, the employee may be granted additional injury leave only upon approval of the Assignment Judge. After all injury leave is used, the employee may elect to use any sick leave, vacation or compensatory time due at the time of the injury.

Section 4 - Use of Injury Leave

Employees absent from duty due to an accident, illness or injury which is compensable under the Worker's Compensation statutes or any policy of Worker's Compensation insurance applicable to the said employees and who have completed three (3) months' service with the Judiciary will be compensated by the Employer on a bi-weekly basis at the regular base rate of pay for a period not in excess of thirty (30) working days for each new and separate injury. Payments shall be made in either of the following ways:

- (a) A check issued by the County in the full sum of the employee's base salary. Upon receipt of compensation checks for temporary disability during the said thirty (30) day period, the employee shall endorse those checks over to the County. Subject to it being permitted to do so by applicable Federal and State law or regulation, the County shall record that portion of the salary checks equal to the amount of the compensation checks covering partial disability as not being income to the employee for income tax purpose and the W-2 or similar forms sent to the employee at the conclusion of each year shall not show such payments as income.
- (b) A check issued by the County in an amount equal to the difference between the employee's base salary and the amount of partial disability Worker's Compensation insurance payments received by the employee during the said thirty (30) day period.

If eligibility for such payments are contested by the Employer, eligibility will be based on the determination of the New Jersey Division of Worker's Compensation under the terms of the New Jersey Worker's Compensation Act.

Section 5 - Contested Injuries

Charges may be made against sick leave accrual, if any, in any case where the Employer is contesting the employee's eligibility for injury leave. In the event that the Worker's Compensation Division determines in favor of the employee, sick leave so charged shall be recredited to the employee's sick leave accrual balance. In the event eligibility for payment is denied by the Worker's Compensation Division, the employee shall be eligible to utilize sick leave accruals, if any, retroactive to the date of injury, and to use vacation leave.

Section 6 - Medical Proofs

In order to limit the obligation of the Employer for each new separate injury, the Employer may require the employee to furnish medical proof or submit to medical examination by the Employer at its expense to determine whether a

subsequent injury is a new and separate injury or an aggravation of a former injury received while in the Judicial service.

Section 7

When an employee has suffered an injury while on duty, and is absent for five (5) days or more, it is necessary for the employee to submit a written certification from a physician setting forth the nature of the injury and the physician's prognosis as to the length of time before the employee can return to duty.

- (a) Additional reports shall be filed from the physician every two (2) weeks thereafter indicating the current status of the employee's health and the time of the employee's anticipated return to duty.
- (b) In the absence of such certification, the employee shall be removed from injury leave.

ARTICLE XVII - Bereavement Leave

Employees shall be entitled to four (4) working days leave with pay, commencing with date of death, in the event of a member of their immediate family. Immediate family is defined as and limited to spouse, son, daughter, mother, father, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, grandchildren, aunts and uncles or any other relative residing in the employee's household.

ARTICLE XVIII - Terminal Leave

Section 1

Employees, upon retirement (Service Retirement, Accidental Disability Retirement, Ordinary Disability Retirement, Early Retirement and Deferred Retirement), or employees who terminate their service after reaching age 60, who are not covered by the Public Employee's Retirement System, shall be granted a terminal leave lump sum payment as follows:

- (a) For retirements or terminations which occur after January 1, 1987, each employee shall receive one-half of his or her earned and unused accumulated sick leave hours multiplied by the hourly rate of pay based upon the average base hourly pay received during the twelve (12) month period immediately prior to the effective date of retirement, provided, however, that no such lump sum payment shall exceed \$18,000.
- (b) Upon each retirement or termination the employee may select "Option 2" in lieu of the terminal benefit provided under subparagraph (a) above, and receive a terminal benefit which is equal to one day of pay, computed as in subparagraph (a) above, for each full year of service.

In addition, in the event of the death of an employee, the estate of that employee shall be eligible for terminal leave lump sum payment according to the option selected by the estate provided that employee has been employed by the County for seven (7) consecutive years.

Section 2

Employees are eligible for this benefit providing they work a minimum of twenty (20) hours per week.

ARTICLE XIX - Leave of Absence**Section 1 - Leave Without Pay**

A permanent employee, for reasons satisfactory to the Judiciary, may be granted a personal leave of absence without pay or services credit for time absent for a period up to six (6) months. In exceptional circumstances, such leave may be extended for an additional six (6) months, provided it is considered to be in the best interest of the Judiciary.

- (a) Ordinarily, a personal leave of absence or an excused absence will not be granted to an employee for the purpose of seeking or accepting employment with any other employer.
- (b) Personal leaves of absence are granted with the understanding that the employee intends to return to Bergen Judiciary duty. If an employee fails to return within five (5) working days after the expiration of the leave or excused absence, the employee may be considered to have resigned and not in good standing.
- (c) Employees on leave without pay for more than two (2) weeks in any month will not receive paid health benefits, holiday pay, nor will they accrue sick and vacation time, except the Employer may extend paid health benefits coverage.

ARTICLE XX - Maternity Leave

A female employee, upon her request may be granted permission to use accumulated sick leave for maternity purposes. In those instances where the employee's sick leave is limited and when requested by the employee, the Judiciary may approve a leave of absence without pay not to exceed six (6) months. A period of leave prior to the infant's birth shall be granted if medical necessity requires. Maternity leave shall not extend beyond six (6) months following the birth of the infant regardless of whether such leave was with pay, without pay, or a combination of the two. Upon the expiration of the maternity leave provided herein a leave of absence, without pay, may be available as provided in Article XIX of this Agreement. An employee who elects to return to active status following her maternity leave shall be returned to full-time employment only. Upon the employee's request, her Division Manager shall schedule an appointment with the registered nurse in the Medical Clinic.

ARTICLE XXI - Military Leave**Section 1**

If an employee has permanent employee status, a leave of absence without pay will be granted, except for the first two (2) weeks which will be with pay, if the employee is required to serve actively in any component of the Armed Forces of the United States or New Jersey. Military Duty Leave may extend to three (3) months after the employee's release from required military service. Sufficient proof of active military duty must be presented to the Division Manager prior to requesting such leave.

Section 2 - Military Training Leave

- (a) A full-time or part-time probationary or permanent employee, who is a member of any component of the Armed Forces of the United States of New Jersey, and who is required to undergo Military Field Training for a period of up to two (2) weeks, upon request, shall be granted leave of absence with pay to take part in such training. The employee must provide a certified copy of orders for military training to the Division Manager prior to requesting leave for such

training. Any military pay received by the employee while on military training leave may be retained by the employee and shall be in addition to the regular salary which would have been received from the Judiciary had such training not been ordered. Except for employees in section (c) below, when military training leave is granted, it shall be in addition to any vacation leave, sick leave or compensatory time off to which an employee may be entitled.

- (b) A full-time or part-time provisional or unclassified employee who has been continuously employed by the Judiciary for at least one (1) full year, at the time such military training is to commence, shall be granted a leave of absence with pay as provided in Section 2 above.
- (c) A full-time or part-time, temporary, provisional or unclassified employee who has not been continuously employed by the Judiciary for at least one (1) full year at the time military training is to commence, may only be granted a leave of absence without pay, unless said employee chooses to utilize any accrued vacation leave or compensatory time off, for the duration, or any part of, the period of military field training.

ARTICLE XXII - Seniority

Section 1

Permanent employees shall be entitled to rights for seniority with respect to changes in job assignment, hours or working conditions within that title only.

Section 2

Seniority shall be based on Department of Personnel title seniority which shall commence with the date of certification in that title and in those instances where none of the employees involved have been certified as permanent employees by the Civil Service Commission, seniority shall be based upon length of service with the County/Judiciary.

ARTICLE XXIII - Dues Deduction

Section 1

Upon request, the Judge agrees to have deducted 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.

If during the life of this Agreement there shall be any changes in the rate of membership dues, the Union shall furnish to the Judge a certified copy of the resolution indicating dues changes and the effective date of such changes.

Section 2

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 signed by the employee and shall be deducted by the next full pay period and each pay period thereafter from the pay of the employee.

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, Bergen County Justice Center, Room 110, Hackensack, New Jersey 07601, within one (1) week following the end of a pay period.

Section 3

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

ARTICLE XXIV - Representation Fee (Agency Fee)

Section 1

Subject to the conditions set forth in the paragraphs below, all eligible nonmember employees in this unit will be required to pay to the majority representative a representation fee in lieu of dues for services rendered by the majority representative until 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 predicated on the demonstration by the Union that more than fifty percent (50%) of the eligible employees in the negotiating unit are dues paying members of the Union.

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

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

Section 2 - Amount of Fee

Prior to the beginning of each contract year, the Union will notify the Judiciary and the County in writing of the amount of regular membership dues, initiation fees and assessments charged by the Union to its own members for that contract year and the amount of the representation fee for that contract year. Any changes in the representation fee structure during the contract year shall be in accordance with Section 1 of this Article.

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 eighty-five percent (85%) of the regular membership dues, fees and assessments.

Section 3 - Deduction and Transmission of Fee

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

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

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

Section 4 - Demand and Return System

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

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

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

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

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

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

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

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

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

Section 6 - Judiciary and County Held Harmless

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

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

Section 7 - Legal Requirements

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

ARTICLE XXV - Out Of Title Work

In the event a permanent employee is temporarily assigned by the Division Manager to perform duties which are not set forth in the employee's job description and which are duties set forth in a higher title and the employee performs those duties during fifty (50%) percent of his/her working time, over a period in excess of one (1) month, the employee shall be forthwith provisionally appointed by the Employer to the said higher title and shall be paid accordingly, pending the results of a State Department of Personnel promotional examination. If the employee, as a result of the promotional examination, is not eligible for permanent appointment in the said title, the employee will revert to the previous title and any increase in wages received as a result of the provisional appointment shall be terminated and the employee shall not thereafter be required to perform duties of the said higher title.

ARTICLE XXVI - Mileage and Meal Allowance

Whenever an employee is directed to use his or her own vehicle on judicial business, he or she shall be compensated for such usage at the rate of twenty-two (22¢) cents per mile. In addition, employees shall be paid an additional one cent per mile for each 15¢ increase in the retail price of a gallon of gasoline over and above such price as of January 1, 1989.

Effective upon execution of this Agreement, any employee required to work beyond 6:30 p.m. shall be entitled to a meal allowance of \$7.50.

ARTICLE XXVII - Tuition Reimbursement

The Employer shall reimburse employees for the cost of tuition incurred by them for courses taken at an accredited institution of learning, provided:

1. the course is directly job-related and has received the prior approval of the employee's Division Manager and the Trial Court Administrator, which approval shall not be unreasonably withheld;
2. the course or its equivalent is not offered by the County or the Judiciary, at no cost to the employee;
3. the cost to the Employer shall not exceed fifty dollars (\$50) per credit;
4. no employee shall be entitled to reimbursement for more than six (6) credits per year;
5. the employee has successfully completed the course and proof thereof has been furnished to the Employer.

ARTICLE XXVIII - License Cost Reimbursement**Section 1**

The Employer shall reimburse employees for the cost of non-professional licenses required by the Judiciary, so that the employees may perform their duties as set forth in their titles or as assigned by the Judiciary provided no employee shall be entitled to reimbursement for the cost of an ordinary motor vehicle driver's license.

Section 2

The following are examples of licenses, the cost of which would be reimbursed by the Employer: articulated motor vehicle driver's licenses (provided the employee is assigned duties requiring such a license).

ARTICLE XXIX - Released Time

In order to provide the orderly handling of grievance matters, the designated Union representative involved in the grievance shall be released from their Employer duties for reasonable periods of time for the purpose of handling such grievance matters. Reasonable advance notice for such release time shall be provided to the Division Manager or his/her designee. Such leave time shall not substantially interfere with judicial operations and/or the employee's normal job functions except in emergent circumstances.

ARTICLE XXX - Physical Examinations**Section 1**

Each employee shall be entitled to receive a physical examination to be conducted at Bergen Pines County Hospital or another site mutually agreed upon by the Employer and the Union consisting of the following: chest x-ray; SMA series of blood tests (23) in number; urine analysis; EKG; blood pressure test. In addition, female employees may have a breast examination; PAP smear test and mammography following the guidelines of the American Cancer Society. All or any portion of the testing shall be voluntary on the part of the employee.

Section 2

Each employee desiring a physical examination shall so indicate, in writing, to his/her Division Manager which physical examination shall be scheduled within thirty (30) days.

Section 3

Each employee shall cooperate with the Employer as to any possible reimbursement which the Employer may be able to secure from any insurance company affording coverage to the employee, the premiums for which insurance coverage are paid by the Employer.

Section 4

Examinations shall be scheduled at the reasonable, mutual convenience of the affected parties.

Section 5

The employee shall not be entitled to any salary or other payment if the examination is required to be scheduled outside of the employee's normal working hours.

ARTICLE XXXI - Personnel File

All entries in an employee's personnel file shall be contained in both the County Personnel Department file and the operating department's file, if one exists. No entries, notations, documents, etc., shall be placed in a department file which are not also placed in the County Personnel file. No entries, notations, documents, etc., which reflect on the employee's ability, performance or character shall be placed in a department file or in the County Personnel file without first having been shown to the employee and the employee having been given the opportunity to place his or her initials thereon. The placement of initials on entries in an employee's personnel file shall not indicate the approval, agreement or acceptance by the employee to the entry but shall solely acknowledge notice of the entry. An employee has the right to submit a rebuttal to any entry in his/her file which shall be entered into the Department and Employer Personnel files.

An employee shall be entitled to review his/her file and access shall be provided no later than 48 hours after a request by the employee to the duly authorized Employer representative.

ARTICLE XXXII - Layoffs

Section 1

In the event layoffs become necessary, the provisions of the New Jersey Civil Service Act N.J.S.A. 11A:8-1 et seq., and all administrative rules and regulations adopted thereunder by the Department of Personnel shall be followed.

Section 2

Notice shall be forwarded to the Union by the Trial Court Administrator of any general layoffs or of any layoffs limited to one or more departments at least forty-five (45) days before such layoffs are due to become effective. Copies of the layoff notices to individual employees shall also be forwarded to the Union.

ARTICLE XXXIII - Notification to Union of Certain Hires

The Judiciary shall make available to the Union a list of all persons who shall be proposed for hiring for Schedule "A" titles, by the Judiciary prior to each such hiring. The Judiciary will notify the Union, in writing, of any intention to hire through a personnel agency, rather than directly.

ARTICLE XXXIV - Pension

The Employer shall continue in effect the pension plan offered to its employees in 1985, which is described, in part as follows:

Section 1

Membership in the contributory pension plan is compulsory for and only offered to all provisional employees who have served one (1) year, all permanent employees, and all unclassified employees. The payment of any retirement, death or disability benefits under the pension plan is separate and in addition to the Social Security entitlement or which the retiring member or beneficiary may qualify. Pension planning and advisory service are available in the Personnel Department. Employees are encouraged to make use of this service early in their careers.

Section 2

Employees who are required to join the Retirement System receive free life insurance without medical examination under the Group Life Insurance Plan of the Retirement System. In addition, any employee under sixty (60) years of age, who is required to join the Retirement system, must also subscribe to the Contributory Life Insurance Plan of the Retirement System during the first year of pension membership. After one (1) year, the employee may choose to drop the additional Contributory Life Insurance, but once it is terminated, it cannot be reinstated. The employee's rate of contribution for this additional life insurance is 3/4 of 1% of base salary.

Section 3

The total amount of life insurance payable to the employee's estate depends upon three things: Annual salary, age, and pension membership status at time of death. If actively employed at the time of death, insurance coverage is 1 1/2 times the employee's annual salary or three (3) times if the employee has Contributory Life Insurance Coverage in the final year of service. Upon retirement, life insurance coverage is continued for the retiree without cost to him, but the total amount of coverage is reduced.

ARTICLE XXIV - Grievance Procedure

The parties agree that a complaint or grievance of any judicial employee 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 ten (10) working days from the date the grievant or the majority representative 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 Division Manager within five (5) working days from the date a decision was rendered at Step 1 or the grievance shall be considered abandoned. The Division Manager shall acknowledge its receipt within three (3) working days and shall render a decision within five (5) working days thereafter. In the case of absence of the Division Manager, the grievance may be handled by a designated assistant or it may proceed to the next step with the approval of both parties. 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;
- b. The grievant may appeal to the Assignment Judge or his/her designee, in which case the decision of the Judge shall be final and shall be rendered with reasonable promptness. The Judge may designate any court employee or other representatives who is not an employee of the Courts to hear and make recommendations to him/her for disposition.

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

Notwithstanding any procedures for the resolution of disputes, controversies or grievances established by any other statute, grievance procedures established by agreement between the public employer and the representative organization shall be utilized for any dispute covered by the terms of such agreement.

ARTICLE XXVI - Policy on Department of Personnel

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

ARTICLE XXVII - Severability

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 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 - Collective Negotiating Procedure

Negotiating sessions shall begin at times which will be mutually convenient to the representatives of both parties. Union representatives (not exceeding five (5)) working during the periods agreed upon for negotiations shall be permitted to attend that negotiating session and subsequent regularly scheduled negotiating sessions without loss of pay.

ARTICLE XXXIX - Elimination of 19-Hour Employees

Section 1

Employees who work twenty (20) hours per week or more shall receive all fringe benefits as provided in this Agreement. As of the date of this Agreement, there are no employees who regularly work nineteen (19) hours per week.

Section 2

There shall be no employees working less than 20 hours per week.

ARTICLE XL - Employment Opportunities

The Employer agrees to distribute to each department covered by this Agreement and to the Union a copy of all employment opportunities throughout the Judiciary as they occur.

ARTICLE XLI - Conclusiveness of Agreement

This Agreement constitutes the final and complete understanding between the parties on all bargainable issues, subject to right of the parties to reopen discussion of any such issue, but only by mutual consent and upon happening of some unforeseen event.

ARTICLE XLII - Duration of Agreement

Section 1

Unless otherwise provided in this Agreement, the provisions of this Agreement shall be retroactive to January 1, 1991, and shall remain in full force and effect through December 31, 1992, or until such time as a successor Agreement is executed.

Section 2

A written notice to terminate or modify this Agreement is required to be given at least sixty (60) days prior to December 31, 1992.

Memo of Understanding

It is understood and agreed between the parties whose signatures are affixed hereto as follows:

1. The "white collar" bargaining unit also encompasses employees whose titles pursuant to the New Jersey State Department of Personnel are Parking Lot Attendant and Security Guard.

2. The personnel referenced in Subsection 1 above shall receive an annual clothing allowance of three hundred dollars (\$300.00) per year, payable the first payroll after January 31st of each year of this Agreement.

For the Judge

NJELU No. 1/SEIU 1988

MT EG AJSC 5/27/92

Shirley [Signature]

Attest

Attest

MEMO OF UNDERSTANDING

It is understood and agreed between the parties whose signatures are affixed hereto as follows:

1/ There shall be an hour-for-hour increase in salary in consideration of the extended workday referenced in Article III, Section 3 of this Agreement, which shall be computed by multiplying the September 1, 1992 base salary by 7.69%;

2/ There shall be a conversion for all hours accumulated pursuant to sick and vacation leave entitlement in consideration of the extended workday referenced in Article III, Section 3 of this Agreement, which shall be computed by dividing the total accumulated hours of leave time by six point five (6.5) hours and multiplying the resulting number of leave days by seven (7.0) hours.

MA Alvin 5/27/92
For the Judge

Shirley Pemberton
NJELU No. 1/SEIU LOCAL 1988

ATTEST:

ATTEST:

In witness of this Agreement, the parties to it have affixed their signatures this day of , 1992.

For the Judge

NJELU No. 1/SEIU Local 1988

Peter Ciolino 5/27/92
Peter Ciolino, A.J.S.C.

Shirley Peible

Catherine M. Mier (1st Vice)

Gudrey C. Kemetz

Patricia Santora

MAY 6, 1992

ATTEST:

APPENDIX A

Accountant
Accounting Assistant
Administrative Clerk
Assistant Chief Clerk
Assistant Violations Clerk
Bookkeeping Machine Operator & Cashier Typist
Cashier Typing
Chief Clerk
Child Support Specialist
Clerk
Clerk Stenographer
Clerk Transcriber
Clerk Typist
Crisis Intervention Counselor
Crisis Intervention Counselor, Bilingual (Eng./Span.)
Data Entry Machine Operator
Data Entry Machine Operator, Typing
Docket Clerk
Family Counseling Specialist
Investigator, Child Placement Review
Investigator, Courts
Investigator, Probation
Management Specialist
Microfilm Systems Specialist
Office Services Manager
Paralegal Specialist
Principal Account Clerk
Principal Account Clerk, Typing
Principal Cashier
Principal Cashier Typing
Principal Clerk
Principal Clerk Stenographer
Principal Clerk Typist
Principal Clerk Bookkeeping
Principal Data Entry Machine Operator, Typing
Principal Docket Clerk
Probate Assistant
Probate Clerk
Process Server
Secretarial Assistant, Transcribing
Senior Account Clerk Typing
Senior Cashier
Senior Clerk
Senior Clerk Stenographer
Senior Clerk Transcriber
Senior Clerk Typist
Senior Data Entry Machine Operator
Senior Date Entry Machine Operator, Typing
Senior Docket Clerk
Senior Investigator Probation
Senior Microfilm Machine Operator
Senior Program Development Specialist
Senior Word Processor Operator
Supervising Cashier Typing
Supervising Clerk
Supervising Clerk Typist
Supervising Clerk Transcriber
Supervising Investigator Courts
Supervisor of Accounts