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AGREEMENT

This Agreement, made this 2nd day of August 1994, between the Assignment Judge of Ocean County, a public employer with main offices located at Court House, Toms River, New Jersey, and Communications Workers of America representing Ocean County Judicial White Collar 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 negotiable terms and conditions of employment to be observed between the Assignment Judge and the Union.

ARTICLE II - Recognition

The Assignment Judge recognizes Communications Workers of America as the sole and exclusive majority representative for collective negotiations concerning the establishment of rates of pay, hours of work and other terms and conditions of employment for classified and unclassified employees in the job classification listed in Appendix A, but excluding all employees of the County of Ocean in its non-judicial offices, managerial executives, probation officers, confidential employees, secretaries to the judges, professional employees, law clerks, police employees, craft employees, and employees in other collective negotiations units.

ARTICLE III - Salaries

A. In the event that the anticipated funding of the Trial Courts by the State of New Jersey does not occur on January 1, 1995, the following salary increases shall take effect:

Section 1

Effective April 1, 1994 and retroactive to that date, each employee in this unit shall receive an increase of \$508 or two and three-quarter percent (2-3/4%), whichever is greater, added to his/her March 31, 1994 base salary.

B. In the event that the anticipated funding of the Trial Courts by the State of New Jersey does occur on January 1, 1995, the following salary increases shall take effect:

Section 2

Effective April 1, 1994 and retroactive to that date, each employee in this unit whose March 31, 1994 base salary is less than \$20,000, shall receive an increase of four hundred dollars (\$400) added to his/her March 31, 1994 base salary.

Section 3

Effective April 1, 1994 and retroactive to that date, each employee in this unit whose March 31, 1994 base salary is \$20,000 or more, shall receive an increase of two and one-half percent (2½%) added to his/her March 31, 1994 base salary.

Section 4

Effective October 1, 1994, each employee in this unit whose March 31, 1994 base salary was less than \$20,000, shall receive an increase of four hundred dollars (\$400) added to his/her September 30, 1994 base salary.

- C. Employees of the Surrogate's office included in this unit shall receive the increase as stated in A.-Section 1 above whether or not the State funding of the Trial Courts takes place on January 1, 1995.

ARTICLE IV - Holidays

Each full-time employee covered by this Agreement shall enjoy the following holidays with pay, to be observed on the dates specified each January by the Assignment Judge:

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

Employees in this unit will be granted an extra holiday whenever the Chief Justice and the Assignment Judge take official action to declared same. Any employee working on any of the above days shall receive overtime pay at a rate of time and one-half for all hours worked plus one day straight time wages for the holiday.

ARTICLE V - Vacation Leave

The vacation program is set forth as follows:

- A. For an employee with no more than twelve (12) months of service, one (1) day for each calendar month employed.
- B. For an employee who has served one (1) year and one (1) day, up to a total of four (4) years, twelve (12) working days.
- C. For an employee who has worked four (4) years plus one (1) day up to eleven (11) years, fifteen (15) working days.
- D. For an employee who has worked eleven (11) years plus one (1) day up to nineteen (19) years, twenty (20) working days.
- E. For an employee who has worked nineteen (19) years plus one (1) day, twenty-five (25) working days.

New full-time employees, both provisional and permanent, shall earn, but are not permitted to use vacation leave during the first three (3) months of employment. Employees who are not retained at the conclusion of the three (3) month period shall not be entitled to any leave accumulated during that time.

Vacation time must be earned during the first year of employment before it is used. Each employee will be informed of his/her vacation time through utilization of the County's computer system. Any employee leaving the service of the Judiciary shall have unused vacation time paid to him/her; this shall be on a prorated basis. Unearned vacation time used will be deducted from the employee's last pay along with any other unearned time that the employee has utilized, if separation of service occurs.

ARTICLE VI - Sick LeaveSection 1

Sick leave shall accumulate at the rate of one and one-quarter (1 $\frac{1}{4}$) days per month in the first year of service, commencing on the first month or major portion thereof from date of hire. New full-time employees, both provisional and permanent, shall earn, but are not permitted to use sick leave during the first three (3) months of employment. Employees who are not retained at the conclusion of the three (3) month period shall not be entitled to any leave accumulated during that time. It is assumed that the employee shall remain in the service of the Judiciary for the remainder of the calendar year, and the total number of sick days, prorated, shall be credited to the employee. If separation occurs before the end of the year and more sick leave has been taken than appropriated on a prorated basis, the per diem rate of pay for the excess days shall be deducted from the final pay. Sick leave shall accumulate from year to year with an additional fifteen (15) days credited to the employee at the beginning of each successive calendar year. Days lost due to injury or illness arising out of or caused by employment for which the employee has a claim for Worker's Compensation shall not be charged to sick leave. Paid holidays occurring during a period of sick leave shall not be chargeable to sick leave.

Section 2

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

Section 3

All other proper and authorized leaves as provided in the rules of the New Jersey Department of Personnel shall be recognized and constitute a part of this Agreement.

ARTICLE VII - Bereavement LeaveSection 1

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

Section 2

Such leave will not be taken until the immediate supervisor is notified of the instance of bereavement. The Employer may require proof of loss of a decedent whenever such requirement appears reasonable. Bereavement leave is specifically provided to allow eligible employees time to make necessary arrangements and attend funeral services. Therefore, bereavement leave must include one of the following days.

- Date of death
- Any day of viewing
- Date of internment
- Day of religious or memorial service

In no event shall any part of bereavement leave occur more than fifteen days from the date of death.

ARTICLE VIII - Personal Leave

Each employee with at least one (1) calendar year of service shall be eligible for three (3) days personal leave which may be used for personal business which cannot be conducted after the work day. Use of personal days shall require forty-eight (48) hours notice, except in the case of an emergency. The employee must have the permission of his or her immediate supervisor before personal leave can be taken and personal leave time shall not be accumulative. Personal leave shall not be unreasonably denied. For new employees in their first calendar year of service, personal leave shall be granted as follows:

<u>Date of Initial Hire</u>	<u>Amount of Personal Leave</u>
January 1 thru April 30	3 days
May 1 thru August 31	2 days
September 1 thru October 31	1 day
November 1 thru December 31	No days

Employees hired on or after October 1 through October 31 of their first calendar year in service may use the one (1) personal day to be awarded to them after two (2) months of service, but must use the day prior to the end of the calendar year. Except for employees hired on or after October 1 through October 31 of their initial calendar year of service, no employee shall be entitled to use personal leave until he or she has worked three (3) months for the County.

ARTICLE IX - Terms of Employment

Section 1

Each employee in this unit who works in a non-courtroom setting shall be entitled to a fifteen (15) minute break in the a.m. and a fifteen (15) break in the p.m.

Section 2

Consideration shall be given to allow for a flex time schedule for any employee in this unit who request such and shows demonstrable need.

Section 3

Overtime between thirty-five (35) and forty (40) hours per week performed by an employee in this unit shall be compensated in cash on an hour per hour basis with the following exception:

Court aides shall be allowed to accumulate up to thirty-five (35) hours of compensatory time annually to be used only during the Xmas recess and/or the three (3) days preceding the Thanksgiving holiday.

Overtime in excess of forty (40) hours per week shall be compensated as provided in the Fair Labor Standards Act.

ARTICLE X - Call-in Pay

Any employee who leaves his/her work station and is required to return to work from his/her home shall be compensated with a guarantee of three (3) hours work upon the employee's return to his/her work location for the call-in work assignment. No employee will be paid less than three (3) hours wages for the three (3) hour period at the applicable rate at the time of call-in.

ARTICLE XI - Uniform Allowance**Section 1**

Each uniformed Court Aide shall receive the sum of five hundred dollars (\$500) to maintain his/her own uniform. The Employer will furnish each Court Aide with one (1) uniform every twelve (12) months. The Employer will furnish each newly-employed Court Aide with two (2) uniforms. Uniform specifications such as weight and color will be determined by management.

Section 2

Said monies will be disbursed in two equal amounts on or about June 1 and on or before December 1 of each contract year.

ARTICLE XII - Job Classification

A. An employee will work within his/her own applicable job classification in accordance with the specifications set forth in his/her applicable classification under Civil Service job description.

B. An employee's permanent applicable job classification shall not include a combination of Civil Service job descriptions.

C. Definitions of transfers and reassignments shall be in accordance with those contained in the new Civil Service Rules promulgated on June 21, 1982.

D. In the event an employee, other than a court aide, is assigned to perform work in a job classification higher than his/her regular title for two (2) or more complete work days, he/she shall be compensated at a daily rate which is ten percent (10%) higher than his/her regular base salary, retroactive to the first day of such service.

A court aide assigned to perform work in a job classification higher than his/her regular title shall receive the above mentioned ten percent (10%) compensation from the first day so assigned.

E. In the event a member of this unit is assigned to perform work in a supervisory title, the daily out-of-title rate shall be based upon that employee's regular base salary plus \$2,000.00. This rate is payable for all days members of the bargaining unit are assigned to a supervisory title, retroactive to the first day of such service, once the two day requirement has been satisfied.

F. If an employee is required to work in a lower job classification than his/her regular job classification, he/she shall receive his/her regular rate of pay.

G. Every attempt will be made to provide clear instructions and adequate training when judicial employees are requested to perform outside their job classification.

ARTICLE XIII - Seniority

A. All employees are to be notified of a job opening or vacancy prior to filing a position.

B. Seniority, which is defined as continuous, unbroken service with the employer, will be given consideration by the employer. With respect to promotions, however, service will be considered broken, for the purpose of this clause, if an employee who has served continuously with the employer for at least one (1) year:

1. Should resign his/her position and not be rehired by said employer within three (3) months of said resignation.
2. Should an employee retire.
3. Should an employee suffer a validated dismissal.
4. Should an employee request and receive a voluntary transfer out of the bargaining unit or out of the work force of the Assignment Judge.
5. Should an employee be absent without leave for more than five (5) days.

C. The employer shall fill permanent job openings by promoting employees from the next lower rated job titles, provided these employees possess the requirement enunciated by New Jersey Department of Personnel, and who are subsequently certified by the New Jersey Department of Personnel. In all instances, employees promoted must possess the skill, ability and knowledge to perform the duties required of the higher rated job as determined by the Assignment Judge. A job description shall accompany all posted promotions.

D. If there are two (2) or more employees with the equal skill and ability to perform the work at the discretion of the Assignment Judge, the employee with the greatest seniority shall be given preference. If the employee with the greater seniority cannot perform the higher rated job, once promoted to the higher rated job, then the Assignment Judge shall promote the employee which he deems to be next eligible.

E. Vacations - Whenever more than one (1) employee requests vacation at a job location at any particular time, the Assignment Judge shall endeavor to honor all vacations as requested. However, when vacation cannot be granted to all employees requesting vacations for a particular period, the employees with the greatest seniority shall be granted their vacation during a peak period of work for his/her department. Peak periods will be designated by the administration each year.

ARTICLE XIV - Training

Section 1

Every effort shall be made to provide employees in this unit with in-house and/or Administrative Office of the Courts' courses available and appropriate to the current responsibilities of the employee. Course work outside current job responsibilities will be made available within budgetary constraints and with the approval of the Trial Court Administrator.

Section 2

A court aide who is required to operate sound recording equipment will receive a stipend of \$15 per day for such operation in addition to his/her regular salary.

ARTICLE XV - Mileage

Cost for mileage shall be reimbursed in accordance with the prevailing County policy.

ARTICLE XVI - Hospital, Surgical, Prescription and Major Medical Benefits

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

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

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

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

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

ARTICLE XVII - Family Dental Plan

Section 1

Members of this bargaining unit, after the first of the month following three (3) full months of employment, shall be eligible for a Family Dental Plan contracted for with Blue Cross/Blue Shield or other suitable dental care provider.

Section 2

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

Section 3

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

- Preventive and diagnostic (x-rays, cleaning, check-up, etc.).....100%
- Treatment and therapy (Fillings).....80%
- Prostodontics and periodontics, inlays, caps and crowns, oral surgery (ambulatory).....50%

Orthodontics (limited to \$800 per patient over a 5 year period).....50%

ARTICLE XVIII - Vision Care Plan

Vision Care benefits will be afforded to all members of the bargaining unit in accordance with the provisions as set forth in the "Guidelines for Ocean County Vision Service Plan," as administered by the Department of Insurance and Risk Management.

ARTICLE XIX - Tuition Reimbursement

Section 1

Permanent full-time employees shall be eligible for reimbursement of eighty percent (80%) of tuition costs up to five hundred dollars (\$500) per semester or one thousand dollars (\$1,000) per year.

Section 2

Under no circumstance shall the Employer be obligated to reimburse for any educational expense except tuition; travel, fees, textbooks, materials and other non-tuition costs specifically excluded.

Section 3

The Trial Court Administrator or his designee will approve of the courses in advance and certify that they are directly related to improving the performance of the employee in his/her job classification and that funds exist in the budget for the expenses to be incurred.

Section 4

Courses taken will be offered by institutions of higher learning in New Jersey, vocational and adult schools, the Public Service Institute, and other courses sponsored by Federal, State and Local Governments.

Section 5

Reimbursement will be contingent upon successful completion of the course as evidenced by a certificate or grade report which will accompany the voucher. Successful completion is defined as a final grade of "C" or better.

Section 6

A candidate for an Associate Degree, Bachelors Degree or Advanced Degree who expects at least 50% of the expenses to be borne by the Employer will be required to sign an agreement indicating that he/she will not leave the employment of the Ocean Judiciary for a one year period after receiving the degree.

ARTICLE XX - Personnel Files

Section 1

The Employer agrees that upon request with reasonable notice, an employee shall have the opportunity to examine and review pertinent 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 as per Judicial Records Policy. 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 included in the relevant permanent personnel file or supplementary personnel file and 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 personnel file, a copy of such material shall be sent to the employee. No document of anonymous origin shall be used against an employee.

ARTICLE XXI - Promotional Remuneration

Effective May 1, 1989, any employee who receives a promotion within the bargaining unit shall receive an increase of \$1,100 effective on the date of promotion.

ARTICLE XXII - Longevity

Section 1

Longevity pay for all classified and non-classified permanent judicial employees covered by this Agreement will be based upon the schedule set forth below:

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

ARTICLE XXIII - Union Rights

Section 1

The Union may designate three (3) representatives and four (4) alternates 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

Time off with pay shall be provided for officers, shop stewards and designated representatives of the Union for the purpose of handling employees' grievances and to attend CWA's national and state meetings. Such time off with pay shall not exceed an aggregate of thirty-five (35) days in each contract year. Thereafter, up to twenty (20) aggregate days for official union business may be granted without pay. Requests for such time off (both with and without pay) must receive the approval of the Trial Court Administrator or his designee at least forty-eight (48) hours in advance of using any portion of the aforementioned time.

Such Union leave time shall be used exclusively for Ocean Judicial matter.

Section 3

The Assignment Judge agrees to make available to the Union all public information needed to process any grievances or complaint between the Assignment Judge and the Union.

Section 4

Each member of the Union shall be provided with one (1) copy of the Agreement.

Section 5

Whenever any representatives of the Union is mutually scheduled by the parties to participate during working hours in negotiations, conferences or meetings, he/she shall suffer no loss in pay.

Section 6

A bulletin board shall be maintained for the use of the Union. The Union may post notices of meetings, official Union business, social and recreational events.

Section 7

The Union shall have the use of the Ocean County mail system to contact its members.

Section 8

The Employer agrees to deduct from the pay of each employee who furnishes a written authorization for such deduction in a form acceptable to the Employer, during each calendar month, the amount of bi-weekly dues. Dues shall be such amount as may be certified to the Employer by the Union at least thirty (30) days prior to the month in which the deduction of Union dues is to be made. Deduction of Union dues made pursuant hereto shall be remitted by the Employer to the Union: c/o Secretary-Treasurer, Communications Workers of America, AFL-CIO, 1925 K Street, N.W., Washington, D.C. 20006, by the 10th day of the month following the calendar month in which such deduction are made together with a list of employees from whose pay such deductions were made via magnetic tape, if possible. A copy of such list shall also be delivered to the Local 1088 Vice President of the judicial unit.

The Union shall indemnify, defend, and save the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of dues deduction.

When an employee is granted a leave of absence, any authorization for deduction of dues shall be automatically suspended. Such suspended authorization shall be automatically resumed when the employee returns to work.

When an employee who has authorized the Employer to deduct Union dues is temporarily promoted to a higher classification within the bargaining unit and is shown on payroll records as being on the higher classification, Union dues shall be based on the higher rate of pay for as long as the employee remains in the higher classification.

Section 9

A telephone shall be provided for reasonable use by the Vice President of 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, 1994. Nothing herein shall be deemed to require any employee to become a member of the majority representative.

It is understood that the implementation and/or continuation of the agency fee program is predicated on the demonstration by the Union that more than 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 - Management Rights

Section 1

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

- 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 "provisional or temporary" employees;
- 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. It is understood that such rules and regulations as ordered by statute, court rule or court policy, may be instituted without prior notice and that other regulations covering local working conditions will be instituted upon notification by the Assignment Judge, which need not be in writing.

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 XXVI - 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 fifteen (15) 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 mutual consent.

Step 2 - If not resolved at the supervisory level (Step 1), the grievance shall be put in writing and submitted to the Department Head within ten (10) working days from the date a decision was rendered at Step 1 or the grievance shall be considered abandoned. The Department Head shall acknowledge its receipt within three (3) working days and shall render a decision within seven (7) working days thereafter. In the case of absence of the Department Head, 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 a Superior Court Judge acting on his behalf 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 representative who is not an employee of the Courts to hear and make recommendations to him 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 of his/her own choosing, or by a bonafide 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 XXVII - Non-Discrimination

No employee will be discriminated against because of race, creed, color, religion, sex, union affiliation or age.

ARTICLE XXVIII - Policy on New Jersey Department of Personnel

The administrative and procedural provisions and controls of 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 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 XXIX - No Strike Clause

During the period of time of this Agreement and notwithstanding any change in existing law, the Union and its employees shall not have the right to engage in any slowdown, work stoppage, strike or similar type of concerted action activities. The sole method for resolving any disagreement concerning this Agreement or any other elements of employment relationship shall be covered by the procedure contained in this Agreement or legal remedies available to the parties that do not constitute strikes or work stoppages.

The Union agrees that if any type of concerted activity occurs as noted above, the Union will immediately take all necessary steps to terminate such activities and will condemn such activities. If any employee engages in any of the prohibited activities enumerated above, the employee will be subject to any disciplinary measures deemed appropriate by the Assignment Judge.

ARTICLE XXX - Fully-Bargained Clause

The parties agree that they have fully bargained and agreed upon all terms and conditions of employment that were or could have been the subject of negotiations. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. There shall be no new negotiations on any such matters during the term of this Agreement.

ARTICLE XXXI - Severability Clause

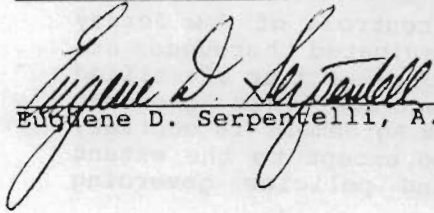
If any part, clause, portion or Article of this Agreement is subsequently deemed by a Court of competent jurisdiction to be illegal, such clause, portion or article may be deleted and the remainder of the Agreement not so affected shall continue in full force and effect absent the affected clause.

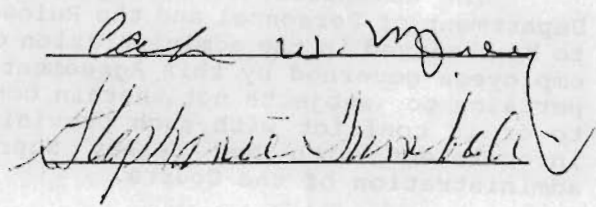
ARTICLE XXXII - Duration

The provisions of this Agreement shall be retroactive to April 1, 1994 unless otherwise specified and shall remain in full force and effect until December 31, 1994 or until negotiation of a successor Agreement is concluded.

For the Judiciary

For the Union


Eugene D. Serpentelli, A.J.S.C.

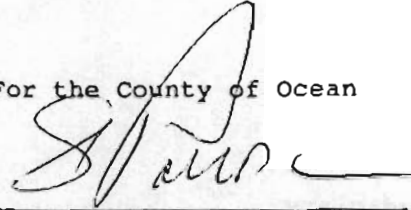


JUDICIARY/COUNTY OF OCEAN

UNDERSTANDING

At the request of the Judiciary, the Administration of the County of Ocean was actively involved in the negotiations for the 1994 CWA Judicial White Collar Employees Agreement and, as a result, does not disagree with any of the terms contained herein.

For the County of Ocean



County Administrator

Witnessed before me this
day of \ , 1994.



Frank W. Kirkleski, Jr., TCA

MEMORANDUM OF UNDERSTANDING

The parties agree to the following equalization adjustment to be made prior to the implementation of the April 1, 1994 salary increase:

Judith D. Mitchell - salary adjusted from \$16,667 to \$16,919.

For the Judiciary

Eugene D. Serpantell

For the Union

Car W. Myer

For the County of Ocean

[Signature]

MEMORANDUM OF UNDERSTANDING

The parties agree that the members of this bargaining unit who are employed by the Ocean County Surrogate's Office shall retain the right to re-open collective bargaining negotiations for the sole purpose of discussing salary adjustments if employees of the County of Ocean in similar clerical titles not covered by this Agreement receive base salary adjustments in excess of those received by the members of this unit as more specifically set forth in Article III, Section 1 for the period of April 1, 1994 through December 31, 1994.

7-27-94

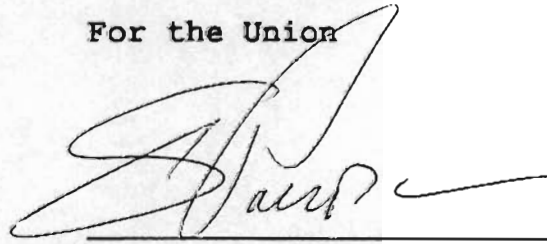
Date

Robert W. Mowery

For the Union

8/9/94

Date



For the County

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