

Contract no. 1347

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LIBRARY  
INSTITUTE OF MANAGEMENT  
AND LABOR RELATIONS

AUG 18 1992

RUTGERS UNIVERSITY

EMPLOYMENT  
CONTRACT  
1990 - 1992

COUNTY OF ATLANTIC

TEAMSTERS

INTERNATIONAL BROTHERHOOD  
OF TEAMSTERS, CHAUFFEURS,  
WAREHOUSEMEN AND  
HELPERS OF AMERICA

LOCAL 331  
JUDICIAL

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P R E A M B L E

(1) THIS AGREEMENT (with respect to Judicial Employees) is entered into as of \_\_\_\_\_ Day of \_\_\_\_\_ 1991, between the Assignment Judge for the Vicinage in participation with the Deputy Clerk of the Superior Court and the County Surrogate through the offices of ATLANTIC COUNTY, (hereinafter referred to as the "EMPLOYER") and the TEAMSTERS UNION LOCAL 331 or any other designated Local Union affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehouseman and Helpers of America (hereinafter referred to as the "UNION").

(2) WHEREAS, the parties hereto desire to establish the hours of labor, rates of pay, and other negotiable terms and conditions of employment under which the employees classified herein shall work for the Employer during the life of this agreement and thereby promote a relationship between the parties hereto providing for more harmonious cooperation and mutual benefits.

(3) NOW, THEREFORE, in consideration of the performance in good faith by both parties, individually and collectively, of the terms and conditions of this Agreement, and intending to be legally bound thereby, the parties agree to and with each other as follows:

ARTICLE I

RECOGNITION AND DEFINITION OF TERMS

A. The County hereby recognizes 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 as defined and identified in Appendix "A". The Employers (County) and the Union recognize the rights and obligations of the parties to negotiate wages, hours, and other terms and conditions of employment and to administer this Agreement on behalf of covered employees, and that such administration shall apply equally to all employees in the bargaining unit without regard to membership or non-membership in the Union.

1. Included

As defined and identified in Appendix "A".

2. Excluded

As defined and identified in Appendix "B".

3. Definition of Terms

Unless otherwise indicated, the following when used herein shall mean:

- (1) "Employees" refers to employees of the Judiciary in the recognized negotiation unit as identified in Appendix "A".

- (2) "Employer" refers to the Assignment Judge for Vicinage I in participation with the Deputy Clerk of the Superior Court and the County Surrogate, through the offices of the County of Atlantic (all herein, for convenience, referred to as County) and whose signatures appear in the execution clause of this Agreement.
- (3) "Local UNION" refers to the constituent local of the UNION at various job sites.
- (4) "Management" refers to employees with supervisory responsibility inclusive of but not limited to Divisional and Department Heads, not covered by the terms of the Agreement as described in Appendix "B".
- (5) "Authorized representative" refers to UNION and Management employees as described in "A.2", who are authorized by way of position and/or delegation, to insure correct and proper implementation of terms agreed to herein.
- (6) "Shift" shall mean any normal, standard tour of duty as described herein.

B. It is the intention of the parties insofar as it applies to Judicial employees, that this Agreement be entered into in accordance with the provisions of the Constitution of the State of New Jersey, and the directives of the Chief Justice of the Supreme Court of New Jersey and of the Administrative Director of the Courts, and that further, in so far as it is possible, that this Agreement be construed in harmony with the Statutes of the State of New Jersey, the Rules and Regulations of the Civil Service Commission, Chapter 303 of the Laws of 1968, the Resolutions of the County of Atlantic and Rules and Regulations of the various departments of the County of Atlantic insofar as same are not inconsistent with policies, procedures and directives of the Chief Justice, the Administrative Director and/or the Assignment Judge.

ARTICLE II

DUES CHECKOFF

- A. The County agrees to deduct the Union monthly membership dues from the pay of those employees who individually request, in writing, that such deductions be made. The amounts to be deducted shall be certified to the County by the Union and the aggregate deductions of all employees shall be remitted to the Union, together with a list of the names of all employees for whom the deductions were made following each pay period. This right of dues checkoff shall be exclusive to Teamsters Local #331.
- B. If an employee's authorized dues are for some reason not being properly deducted, the Union will contact the Office of Personnel, giving the employee's name, social security number, job title and local affiliation. The Personnel Director will take subsequent action to correct the situation.
- C. In the event an employee wishes to withdraw from the Union, the employer will honor such withdrawal only during such period(s) as prescribed by law. A letter shall be forwarded to the employer annually, identifying appropriate withdrawal dates, as per statute.



ARTICLE III

NON-DISCRIMINATION

- A. The County and the UNION agree that the provisions of this Agreement shall apply equally to all employees and that there shall be no intimidation, interference or discrimination because of age, sex, marital status, race, color, creed, disability, national origin, political affiliation/activity, union activity, or private conduct which does not interfere with the employee's ability to perform his duties, which is permissible under law.
- B. It is agreed that alleged violations of this Article shall be subject to review by appropriately established Administrative or Judicial forums, and only if no such forum exists shall they be subject to the grievance procedure set forth herein.

ARTICLE IV

UNION RIGHTS

- A. Agents of the Union who are not employees of the Employer or who are employees of the Employer, shall be permitted to visit job sites and work locations for the purpose of discussing Union matters so long as such visitations do not interfere with the general operations of the employer. The Union shall furnish the names of all such agents to the employer upon the specific written request of the employer.
- B. The Union shall have the right to post Union notices on available bulletin boards used for general purposes and/or those normally used to post notices to employees.
- C. Whenever any representatives of the Union or any employee up to 8 in number is scheduled by the parties during working hours to participate in negotiations, grievance proceedings, etc. such employees shall suffer no loss in pay or benefits.
- D. The Union, Business Agent or their representatives, shall have the right to examine time sheets and other records pertaining to the computation of compensation or fringe benefits of any individual whose pay is in dispute, upon reasonable notice.

ARTICLE V

NEGOTIATIONS PROCEDURE

- A. The County and the Union agree to enter into negotiations over a successor Agreement in accordance with the rules and regulations of the Public Employment Relations Commission. At that time, the parties agree to present to each other their proposals for modifications to be included in the successor Agreement. Counter proposals shall be submitted within 5 days. Each party shall be free to propose and negotiate with regard to all appropriate subjects which it desires to place before the other for consideration. Any Agreement so negotiated shall incorporate all rights and obligations assumed by each party, and reflect the complete and final understanding on all bargainable issues which were, or could have been brought to the bargaining table. Such Agreement shall apply to all members of the negotiating unit and the employer, shall be reduced to writing, and after ratification by the Union and the Employer, shall be signed by all parties.
- B. Neither party in any negotiations shall have control over the selection of the negotiation representatives of the other. The parties mutually agree that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and

make counter-proposals in the course of negotiations, consistent with their status as representatives of their principals.

- C. During its term, this Agreement shall not be modified in whole or in part by the parties, except by mutual agreement to re-open for negotiations, and/or by a written amendment duly executed by both parties.
- D. Proposed new rules or modification of existing rules governing working conditions shall be negotiated prior to implementation.

ARTICLE VI

MANAGEMENT RIGHTS

A. The Employer hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and the United States, the rules of the Supreme Court of New Jersey, the directives of the Chief Justice of the Supreme Court of New Jersey, and the directives of the Administrative Director of the Courts, and the Assignment Judge of the Vicinage, including, but without limiting the generality of the foregoing, the following rights:

1. To the executive management and administrative control of the Courts and its facilities and to determine the standards of service to be offered by court related employees and to direct the activities of court related employees;
2. To determine the standards of selection of employment and to hire all employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees;

3. To suspend, demote, discharge or take other disciplinary action for just cause according to law;
4. To maintain the efficiency of its operations;
5. To exercise complete control and discretion over the organization and administration of the courts and over all terms and conditions of employment of court related personnel.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the employer, the adoption of policies, rules, regulations and practices in furtherance thereof and the use of judgment and discretion in connection herewith shall be limited only by the specific and express terms of this agreement and then only to the extent such specific and express terms hereof are not inconsistent with the Constitution and laws of New Jersey and of the United States, the rules of the Supreme Court of New Jersey, the directives of the Chief Justice of the Supreme Court of the State of New Jersey, and the directives of the Administrative Director of the Courts.

C. Nothing contained herein shall be construed to deny or restrict the funding agent of its powers, rights, authority, duties and responsibilities under N.J.S. 40 or any other National, State, County or Local Laws or Ordinances unless

any such action to be taken by the funding agent shall be inconsistent with the Constitution of the State of New Jersey, the rules of the Supreme Court of the State of New Jersey, the Directives of the Chief Justice of the Supreme Court of New Jersey, the Directives of the Administrative Director of the Courts, or the Directives of the Assignment Judge for the Vicinage which includes Atlantic County in which event the provisions of the Constitution, Rules of the Supreme Court, Directives of the Chief Justice, Administrative Director or Assignment Judge shall prevail.

ARTICLE VII

GRIEVANCE PROCEDURE

A. PURPOSE

The parties agree that it is in the best interest of employee and management that all grievances should be resolved promptly and equitably. To this end, relevant and necessary information, materials and documents concerning any grievance shall be provided by the UNION and the COUNTY upon written request to the other.

- (1) The following procedure which may be initiated by an employee and/or the UNION acting as his/her representative shall be the sole and exclusive means of seeking adjustment and settling grievances.
- (2) Whenever any representative of the UNION, or any employee, is scheduled by the parties during his/her working hours to participate in grievance procedures, such employees shall suffer no loss in pay or benefits. There shall be no claim for overtime pay in the event the scheduled activity extends beyond the employee's normal tour of duty, as defined in Appendix "C".



(3) Except in cases of bona fide emergencies the Steward shall be permitted reasonable time to investigate, present and process grievances during working hours without loss of pay or time.

B. PRELIMINARY INFORMAL PROCEDURE

An employee may orally present and discuss a grievance with his/her immediate supervisor on an informal basis. The employee has the option of having a shop steward present for the discussion.

C. FORMAL STEPS

It is the intent of the parties to settle any grievance or dispute as quickly and informally as possible.

(1) Step One

The grievant employee, through the Union Steward, may take up the grievance or the dispute with the immediate supervisor or his/her designee within five (5) working days of the date the employee knew or should have known of its occurrence. Upon presentation of the grievance, the immediate supervisor shall then attempt to adjust the matter and shall respond to the Union Steward within five (5) working days after receipt of the grievance. Failure to act within five (5) working days shall be deemed to constitute an abandonment of the grievance.

(2). Step Two

If the grievance has not been settled, it shall be presented in writing by the Steward or Business Agent to the Trial Court Administrator or his/her designee within five (5) working days after the response of the Division Director or his/her designee is due. The Trial Court Administrator or his/her designee shall render a written decision within five (5) working days from his/her receipt of the grievance.

(3) Step Three

- a. Not being resolved in Step Two, the Business Agent, Shop Steward and the employee may within five (5) working days following the receipt by him/her of the determination of the Trial Court Administrator appeal the matter to the Assignment Judge.
- b. The Assignment Judge shall review the matter and issue a written decision within a reasonable time from the submission of the grievance to him/her. The decision to the Assignment Judge shall be final and conclusive. Notwithstanding any procedures for the resolution of disputes, controversies or grievances established by any other statute, the grievance procedure herein established by this Agreement between the employer and the Union shall be utilized for any dispute covered by the terms of this Agreement affecting the employees covered hereunder.

ARTICLE VIII

HOLIDAYS AND ADMINISTRATIVE/PERSONAL DAYS

A. The following days shall be recognized as holidays:

- (1) NEWS YEAR'S DAY
- (2) MARTIN LUTHER KING'S BIRTHDAY
- (3) LINCOLN'S BIRTHDAY
- (4) WASHINGTON'S BIRTHDAY
- (5) GOOD FRIDAY
- (6) MEMORIAL DAY
- (7) FOURTH OF JULY
- (8) LABOR DAY
- (9) COLUMBUS DAY
- (10) GENERAL ELECTION DAY
- (11) VETERAN'S DAY
- (12) THANKSGIVING DAY
- (13) CHRISTMAS DAY
- (14) 3 PERSONAL DAYS

B. Monday shall be recognized as a holiday for all holidays occurring on a Sunday, and Friday for all holidays occurring on a Saturday for those employees on a normal Monday through Friday work week. For other than these employees, the holiday shall be deemed to fall on the day that the holiday occurs. The employer will recognize any additional days declared as holidays by the Governor of the State of New

Jersey or the County Executive as long as same are not inconsistent with the Directives of the Chief Justice of the New Jersey Supreme Court or the Administrative Director of the Courts and approved by the Assignment Judge.

- C. If a holiday is observed while a full-time employee is on paid annual leave status, he/she will receive holiday pay and the day will not be charged against annual leave credits. If an employee is on paid sick leave, and is absent the day (or scheduled shift/day) preceding or the day following a scheduled holiday, the employee, in order to be compensated for the holiday, must utilize an accrued sick day, in lieu of holiday pay, unless the employee produces a doctor's note for the illness, in which case the employee will receive the holiday pay.
  
- D. If a permanent full-time employee works on any of the scheduled holidays set forth in the Agreement, he/she shall be compensated at straight time for all hours worked on a holiday up to a full shift, in addition to straight time for the holiday (i.e., for a holiday worked - the employee will earn a total of double time his/her regular rate up to a full shift).
  
- E. In the event that an employee is required or requested to work on consecutive holidays (consecutive defined as without interruption) employees working more than a full shift on

the second holiday, will be compensated for all hours above and beyond a full shift, at a rate of pay equivalent to 1 1/2 times hourly rate plus \$.25 (twenty-five cents) per hour. For the purposes of this paragraph, a "snow day" or other emergency day declared by the appropriate County, State, or Federal officials will be deemed to conotate a "holiday", in-addition to those days defined in this Article.

- F. In a continuous shift operation, the employee will have the option of either being paid for the recognized holiday or be given a compensatory day off, upon written request, two weeks in advance, with the approval of the department head or his/her authorized representative, provided such compensatory day is taken within (90) days after the recognized holiday. The employee must advise his/her supervisor in writing two weeks prior to the date he/she intends to take the compensatory days, within the (90) days period.
- G. Part-time employees will receive a pro-rata share of holiday time.
- H. The administrative/personal days provided by this Article are available for personal use in increments of one hour. Under normal circumstances, this time should be scheduled in advance. An employee cannot call in for use of this time at the beginning of his/her scheduled shift. Use of this time



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at the beginning of a work shift must be approved in advance. Administrative/personal time must be taken within the year accrued or forfeited.

- I. For newly hired full-time employees, the personal day shall be pro-rated in accordance with the date of hire as follows:

<u>Date of Hire</u>	<u>Personel Leave</u>
1/1 thru 3/31	3 days
4/1 thru 6/30	2 1/4 days
7/1 thru 9/30	1 1/2 days
10/1 thru 12/31	1 day

- J. Part-time and temporary employees hired prior to January 1, 1987 shall receive a pro-rata share of the personal days based upon the work week of the comparable full-time position. Part-time and temporary employees hired on or after January 1, 1987 do not receive personal days.

ARTICLE IX

VACATIONS

A. All full-time County employees, except seasonal employees, shall be entitled to the following annual vacation with pay as accrued:

0 - 1 year	1 day per month
After one (1) year and up to eight (8) years	12 days ( 1 day per month)
After eight (8) years and up to seventeen (17) years	15 days (1 1/4 days per month)
After seventeen (17) and up to 25 years	20 days (1 2/3 days per month)
After twenty-five (25) years	25 days (2 1/2 days per month)

B. In addition, vacation time shall be advanced on the following basis:



SERVICE

0 - 1 year	As earned; advancement with discretion of the Dept. Head
one to five years	50% allocated January 1st each year 50% allocated July 1st each year
six years plus	100% allocated on January 1st each year

C. Part-time and temporary employees shall accrue vacation on a pro-rata basis.

D. Vacation pay shall be paid at the employee's regular straight time rate per their job classification.

E. Vacations shall be scheduled and granted for periods of time requested by the employee subject to management's responsibility to maintain efficient operations. If the nature of the work makes it necessary to limit the number of employees on vacation at a given time, the employee with the greatest seniority (as it relates to total years of service with the employer) shall be given his/her choice of vacation periods.

- F. If a holiday occurs during the work week in which vacation is taken by an employee, the day shall not be charged to annual leave.
- G. An employee who becomes ill during his/her vacation, will not be charged vacation leave, but rather sick leave for the period of illness provided he/she furnishes satisfactory proof of such illness to the employer (County) upon his/her return to work.
- H. If an employee is requested to return to work during his/her scheduled vacation period and is unable to reschedule his/her vacation during the calendar year due to the demands of his/her work, the calendar year shall be extended for ninety (90) days for rescheduling purposes.
- I. Any employee separated from the service of the employer (County) for any reason prior to taking his/her vacation shall be compensated in a lump-sum for the unused vacation he/she has accumulated up to the time of separation at his/her current rate of pay.
- J. An employee who separates from the County having used advanced vacation shall be responsible for reimbursing the County all monies due as a result of such utilization except when separation occurs as a result of layoff or bumping.

ARTICLE X

SICK LEAVE

- A. Permanent employees shall be entitled to the following sick leave with pay as accrued:

One working day sick leave with pay shall accrue for each month of service from the date of appointment up to and including December 31st of that year, and fifteen (15) days sick leave with pay for each calendar year thereafter, accrued on the basis of one and one quarter (1 1/4) working days per month. If any permanent employee requires none or a portion only of such allowable sick leave for any calendar year, the amount of such leave not taken shall accumulate to his/her credit from year to year, and he/she shall be entitled to such accumulated sick leave with pay, if and when needed.

- B. In addition, sick time shall be advanced on the following basis:

0 - one year	As earned
One to five years	50% allocated January 1st each year 50% allocated July 1st each year
Six years plus	100% allocated on January 1st each year

- C. Sick leave for purposes herein defined means an employee's absence from duty because of personal illness by reason of which such employee is unable to perform the usual duties of his/her position, exposure to contagious diseases, or a short period of emergency attendance upon a member of his/her immediate family critically ill and requiring the presence of the employee. An employee shall not be reimbursed for accrued sick leave at the time of resignation or termination of his/her employment.
- D. Any employee covered under the terms of this Agreement who "retires" from County service under the Public Employees Retirement System (P.E.R.S.) shall be paid fifty (50%) percent of accrued sick leave, up to a maximum of \$12,000 gross wage. Effective January 1, 1992, the maximum will be raised to \$15,000 gross wage upon which the fifty (50%) will be based. The definition of "retire" is found in Article XXVI Paragraph E.
- E. If an employee is absent for five (5) consecutive working days, for any of the reasons set forth in paragraph "C" above, the employer (County) shall require acceptable evidence. The nature of the illness and the length of time the employee will be absent shall be stated on the doctor's certificate provided to the County.

F. An employee who does not expect to report to work because of personal illness or for any of the reasons included in the definition of sick leave set forth above, shall notify his/her immediate supervisor, by telephone or personal message within one hour after the beginning time of the employee's scheduled work day. Those employees in 24 hour operation shall notify their immediate supervisor by telephone or personal message, two hours prior to the start of the scheduled shift. If not done, he/she shall be considered absent without pay. Days lost to injury or illness arising from or caused by County employment for which the employee has received Worker's Compensation shall not be charged to sick leave. Paid holidays occurring during a period of sick leave shall not be charged to sick leave if procedures in Article VIII Paragraph C are followed.

G. Once each year on or before January 16th, the Union shall be notified of the number of unused sick days and vacation days to the credit of each union represented employee.

H. Temporary employees hired by the County prior to January 1, 1987 shall be entitled to the following sick leave with pay as accrued:

(1) One working day sick leave with pay for each month served per year during such temporary full-time employment.

(2) Employees on a daily, or seasonal basis are not eligible for sick leave.

- I. Temporary and part-time employees hired on or after January 1, 1987 are not eligible for sick leave.
- J. Any employee utilizing less than 36 hours (for 7 hour employees) or 41 hours (for 8 hour employees) of sick time (to include all uses of sick) in a calendar year, will receive a bonus in the amount of \$200.00. Employees must be on-board for the entire calendar year and have no "W" time or suspensions or LAW(s) during the calendar year, except that no employee will be excluded from eligibility for having accumulated one hour or less per year of "W" time due to tardiness. Part-time employees hired prior to January 1, 1987 shall be entitled to a pro-rated bonus amount based on their pro-rated sick leave use.

ARTICLE XI

LEAVES OF ABSENCE

- A. Service credit shall continue to accrue during paid leaves of absence provided under this Agreement, but shall not accrue during unpaid leaves of absence except for Military Leave. However, the employee shall be entitled upon his/her return from leave of absence without pay, to all service credits earned up to the date his/her leave commenced.
- B. Leaves of absence for employees may be granted as provided in Civil Service Statutes and rules and regulations except as otherwise noted herein.
- C. An employee holding a position in the classified service who is temporarily (mentally or physically) incapacitated and unable to perform his/her duties or who desires to engage in a course of study such as will increase his/her usefulness on return to service, or for any reason considered valid by the Appointing Authority, desires to secure leave from regular duties may, with the approval of the Appointing Authority be granted a special leave of absence without pay for a period not to exceed six (6) months which may be extended for an additional six months with Department Head

Appointing Authority approval. Any employee seeking such special leave without pay shall submit his/her request, in writing, stating the reasons why the request should be granted, the the date when he/she desires the leave to begin and the probable return date to duty.

D. Any employee who is a member of the Union and is legally elevated to an official full time position in the parent Union shall be granted a leave of absence without pay, to attend his/her official duties, for a period not exceeding one year, which period may be renewed for an additional year upon appropriate request and approval.

E. Military Leave

1) Any employee who is a member of the National Guard or Reserves of the Military or Naval Forces of the United States and is required to undergo field training, shall be granted a leave of absence with pay for the period of such tour of duty. This leave shall be in addition to annual vacation leave, provided the employee presents the official notice prior to the effective date of such leave. Such duty is not to exceed two (2) weeks during any given year.



2) Permanent employees shall be granted a leave of absence without pay for the purpose of entering upon active duty with the Armed Forces of the United States, or with any organization authorized to serve therein, or with the Armed Forces of the United States in time of war or emergency or pursuant to or in connection with the operation with any system or selective service. Employees having only temporary status who enter on active duty with the Armed Forces of the United States shall be regarded as having resigned.

F. Dependent Care Leave shall be granted in accordance with the Family Leave Act, effective May 4, 1990.

G. Child Care Leave, shall be granted in accordance with the Family Leave Act, effective May 4, 1990. Additionally, permanent employees shall be granted up to 14 additional weeks of Child Care Leave. These 14 weeks will be subject to the following conditions:

1. They must be taken contiguous to the birth or adoption of the child, or contiguous to leave taken pursuant to the Family Leave Act if such leave has been contiguous to the birth or adoption of the child.

2. The request for use of these 14 weeks must be at least 2 months prior to use unless an emergency occurs.

3. No benefits shall be provided during these 14 weeks.

4. The 14 weeks must be taken all at one time and consecutively or are lost.

5. The 14 weeks may be extended or renewed for an additional six (6) months upon the request of the employee, and in the discretion of the Department Head. This must be taken contiguous to the 14 weeks.

6. In addition to the notice requirements of this Agreement and the Family Leave Act, the employee shall submit a plan of use for each type of leave (Child Care and Family Leave Act) to his/her supervisor as soon as is reasonably possible. Failure to designate shall result in the first twelve weeks of leave being attributed to the Family Leave Act.

H. Jury Duty

Employees shall be granted a leave of absence with pay when they are required to report for jury duty. Employees serving as jurors will receive full pay at straight time rate from the County for all time served on jury duty. Any pay received from the Courts, excluding travel allowance, for serving as a juror shall be returned to the County Treasurer.

This leave shall be in addition to annual vacation leave.

I. Absence Without Leave

- (1) Any unauthorized absence of an employee from duty shall be an Absence Without Leave and is cause for disciplinary action.
- (2) Leave granted for a particular reason and used for a purpose other than that for which such leave has been granted, shall be an unauthorized absence and may be cause for disciplinary action.

J. Bereavement Leave

Effective 1/1/87, an employee may take up to three (3) paid days per year as bereavement leave upon the death of a spouse, child, sibling or parent (defined to be immediate family) or any other relative residing with the employee. Sick leave may be used for the death of other relatives. Verification of death may be required by the county. Bereavement leave must be taken contemporaneously with the death.

ARTICLE XII

HOURS OF WORK

- A. The work week shall consist of five consecutive work days, Monday through Friday for a total of thirty-five (35) hours per week during such hours as which the Court is officially open for business. The work shift shall consist of seven (7) work hours per day and a fifteen minute break in the morning and afternoon to be scheduled with the approval of management. No current employees who are on the County payroll as of the effective date of this Agreement shall be placed on a rotating shift, nor shall their shifts be rotated.
- B. The Employer, in its discretion, may establish a flex-time schedule with the consent of the affected employees.

ARTICLE XIII

OVERTIME

- A. The employer shall give the most senior employee the opportunity to work first. Thereafter overtime shall be assigned in the order of seniority when such overtime is essential. The employer shall maintain a list reflecting accurately all overtime assigned and actually worked. Such list shall be made available to the Union upon request of the Union. In the event the required manpower is not produced by this system, the employer shall have the right to designate employees to work overtime in the inverse order of seniority.
- B. One and one-half (1 1/2) the employee's hourly rate of pay shall be paid for overtime worked under the following conditions:
1. All work performed in excess of forty (40) hours per work.
  2. All hours on the 6th day worked within an individual work week (Sunday through Saturday).
- C. Two times the employee's hourly rate of pay shall be paid for all work performed on the 7th day worked within an individual work week (Sunday through Saturday).

D. Notwithstanding any of the above, whenever any employee works 7 consecutive days regardless of when the first day started, they will be on time and one-half for the 6th day or double time for the 7th day.

E. The following will be regarded as hours worked for the purpose of computing overtime:

1. All hours actually worked.
2. Holidays (scheduled), including Personal Days.
3. Vacations.
4. Compensatory time.

Sick time will not be included for the purpose of computing the overtime base.

F. Notwithstanding the use of language in this Article referencing "paid" overtime, an employee is entitled to receive cash compensation or compensatory time off at their option for all overtime hours in accordance with County policy and the Fair Labor Standards Act.

ARTICLE XIV

CALL-IN PAY

- A. An employee who has been called in to work in addition to his/her regularly scheduled shift shall be paid at the rate on one and one-half (1 1/2) regular hourly rate (except for Article XIII C,) then it shall be double time. Call-In pay begins when an employee reports to his assigned duty station. Call-In pay ends when the employee's regular work shift begins. The employee(s) will be permitted to leave the work site when the work assignment is completed unless the employee's scheduled work shift has commenced.
- B. In all instances however, full-time employees are guarantee four (4) hours minimum compensation regardless of the number of hours worked for 40 hour-a-week employees, 3.5 hours minimum compensation for 35 hour-a-week employees, and 3.75 hours minimum compensation for 37.5 hour-a-week employees.

ARTICLE XV

PAY SCHEDULE 1990

01.	Jan. 1 to Jan. 13	Jan. 19
02.	Jan. 14 to Jan. 27	Feb. 2
03.	Jan. 28 to Feb. 10	Feb. 16
04.	Feb. 11 to Feb. 24	Mar. 2
05.	Feb. 25 to Mar. 10	Mar. 16
06.	Mar. 11 to Mar. 24	Mar. 30
07.	Mar. 25 to Apr. 7	Apr. 13
08.	Apr. 8 to Apr. 21	Apr. 27
09.	Apr. 22 to May 5	May 11
10.	May 6 to May 19	May 25
11.	May 20 to June 2	June 8
12.	June 3 to June 16	June 22
13.	June 17 to June 30	July 6
14.	July 1 to July 14	July 20
15.	July 15 to July 28	Aug. 3
16.	July 29 to Aug. 11	Aug. 17
17.	Aug. 12 to Aug. 25	Aug. 31
18.	Aug. 26 to Sept. 8	Sept. 14
19.	Sept. 9 to Sept. 22	Sept. 28
20.	Sept. 23 to Oct. 6	Oct. 12
21.	Oct. 7 to Oct. 20	Oct. 26
22.	Oct. 21 to Nov. 3	Nov. 9
23.	Nov. 4 to Nov. 17	Nov. 23
24.	Nov. 18 to Dec. 1	Dec. 7
25.	Dec. 2 to Dec. 15	Dec. 21
26.	Dec. 16 to Dec. 29	ASAP
27.	Dec. 30 to Dec. 31	ASAP



### Pay Schedule 1991

01.	Jan. 1 to Jan. 12	Jan. 18
02.	Jan. 13 to Jan. 26	Feb. 1
03.	Jan. 27 to Feb. 9	Feb. 15
04.	Feb. 10 to Feb. 23	Mar. 1
05.	Feb. 24 to Mar. 9	Mar. 15
06.	Mar. 10 to Mar. 23	Mar. 29
07.	Mar. 24 to Apr. 6	Apr. 12
08.	Apr. 7 to Apr. 20	Apr. 26
09.	Apr. 21 to May 4	May 10
10.	May 5 to May 18	May 24
11.	May 19 to June 1	June 7
12.	June 2 to June 15	June 21
13.	June 16 to June 29	July 5
14.	June 30 to July 13	July 19
15.	July 14 to July 27	Aug. 2
16.	July 28 to Aug. 10	Aug. 16
17.	Aug. 11 to Aug. 24	Aug. 30
18.	Aug. 25 to Sept. 7	Sept. 13
19.	Sept. 8 to Sept. 21	Sept. 27
20.	Sept. 22 to Oct. 5	Oct. 11
21.	Oct. 6 to Oct. 19	Oct. 25
22.	Oct. 20 to Nov. 2	Nov. 8
23.	Nov. 3 to Nov. 16	Nov. 22
24.	Nov. 17 to Nov. 30	Dec. 6
25.	Dec. 1 to Dec. 14	Dec. 20
26.	Dec. 15 to Dec. 28	ASAP
27.	Dec. 29 to Dec. 31	ASAP

PAY SCHEDULE 1992

01.	Jan. 1 to Jan. 11	Jan. 17
02.	Jan. 12 to Jan. 25	Jan. 31
03.	Jan. 26 to Feb. 8	Feb. 14
04.	Feb. 9 to Feb. 22	Feb. 28
05.	Feb. 23 to Mar. 7	Mar. 13
06.	Mar. 8 to Mar. 21	Mar. 27
07.	Mar. 22 to Apr. 4	Apr. 10
08.	Apr. 5 to Apr. 18	Apr. 24
09.	Apr. 19 to May 2	May. 8
10.	May 3 to May 16	May 22
11.	May 17 to June 30	June 5
12.	May 31 to June 13	June 19
13.	June 14 to June 27	July 2
14.	June 28 to July 11	July 17
15.	July 12 to July 25	July 31
16.	July 26 to Aug. 8	Aug. 14
17.	Aug. 9 to Aug. 22	Aug. 28
18.	Aug. 23 to Sept. 5	Sept. 11
19.	Sept. 6 to Sept. 19	Sept. 25
20.	Sept. 20 to Oct. 3	Oct. 9
21.	Oct. 4 to Oct. 17	Oct. 23
22.	Oct. 18 to Oct. 31	Nov. 6
23.	Nov. 1 to Nov. 14	Nov. 20
24.	Nov. 15 to Dec. 28	Dec. 4
25.	Nov. 29 to Dec. 12	Dec. 18
26.	Dec. 13 to Dec. 26	ASAP
27.	Dec. 27 to Dec. 31	ASAP

ARTICLE XVI

SENIORITY

- A. In all cases of demotions, layoffs, recall, choice of shift and days off, (to include the scheduling of vacations) employees with the greatest amount of seniority shall be given preference. In the event that an employee's vacation substantially interferes with the operations of his/her department such employee shall be permitted to carry the majority portion of such vacation as allotted to said employee pursuant to the provisions of this Agreement, into the succeeding year.
- B. Under the terms of this Article, the term "seniority" means a preferred position for specific purposes which one employee within a given job classification may have over another employee within a job classification because of a greater length of service with the County.
- C. The following shall constitute a break of service: resignation, separation for just cause, retirement, absence without leave for five consecutive working days, failure to report after leave and acceptance of other permanent employment while on leave.

ARTICLE XVII

PERSONNEL PRACTICES

- A. The practices of the County will address the specific terms of this Agreement, the Administrative Code, Court Rules, Federal Law and Regulation and Title 11A of the New Jersey State Statute, as amended.
- B. Each new employee will be given an employee handbook and afforded the opportunity of an Orientation to assist him/her in the performance of his/her duties. Departmental policies issued during the term of this Agreement will be posted on the bulletin boards, and individually provided to employees. It is the responsibility of each employee to know the operational policies of the organization - and failure to know and understand these policies will not be considered valid reason for actions and/or omissions in violation of same.
- C. The County will promote the concept of upward mobility and in-house promotion, to the extent feasible under Civil Service rules and regulations, by normally posting available job opportunities on bulletin boards. The employer agrees to post upon the Union bulletin boards all bargaining unit and promotional job vacancies and to mail a copy of such posting to each of the local presidents. Such postings shall be in a conspicuous manner and shall be permitted to remain on the Union bulletin boards for a period of no less

than 5 days or until such vacancy is filled. Also, notification of such title changes will be given to the presidents of the respective locals. Qualified in-house applicants will be afforded the opportunity of an interview, upon their request, and be given preference to available slots. However, the final selection will rest with the hiring/appointing authority in each of these instances, and justification of selection will in no instance be required.

When an employee is promoted to a higher title the employee will receive either a five percent (5%) increase over his or her current base salary (6% commencing January 1, 1992), or move to the minimum of the new range for the promotional title, whichever is greater. If the old and new title are on the same range on the negotiated pay system, then the employee will receive a five percent (5%) pay increase upon promotion. (6% effective January 1, 1992).

All employees promoted shall receive evaluations at intervals of 30, 60, and 90 days following the effective date of the promotion. If the employee is found deficient in performing the duties of the higher title, he/she shall be returned to their former title, salary, and anniversary date.

D. An employee has the right of access to the County's official personnel file kept for the employee and all records as may be kept by the employer or his agents, pertaining to the employee, and the employer shall permit the employee to respond in writing to any document in said file, within six (6) months of its being placed therein. This response shall be attached to the particular document or instrument concerned and be made a permanent part thereof. The employer agrees to provide the employee with a copy of any document or instrument contained in said files upon the request of the employee. No unsigned document or instrument (except for regular employment records which by their nature require no signature) nor any document or instrument of unknown or questionable origin shall be used against any employee in disciplinary matters.

E. The County will present a Union package to all new employees represented by the Union, at its regularly scheduled orientations. The Union will provide said package to the County in sufficient quantity for distribution.

ARTICLE XVIII

LAYOFFS

Layoff, if required during the term of this Agreement will be accomplished as specifically provided by the New Jersey Administrative Code 4:1-16.1 through 4:1-16.4 and Administrative Directives of the Court.

ARTICLE XIX

NO STRIKE OR LOCKOUT

- A. The Union covenants and agrees that during the term of this Agreement, neither the Union nor any person acting on its behalf will cause, authorize, or support, nor will any of its members take part in any strike, work stoppage, slow-down, or walk out which interferes with the full and complete normal operations of the employer. The Union agrees that any such action would constitute a material breach of this Agreement.
- B. The Union will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, slowdown, or walk out which interferes with the full and complete normal operation of the employer.
- C. The County agrees that it will refrain from locking out its employees or from any threat thereof. The County agrees that any such action would constitute a material breach of this Agreement.



ARTICLE XX

POSITION CLASSIFICATION

- A. The position classification plan, as established and maintained by the Employer (County), consists of a schedule of classification titles with classification specifications for each position, which defines and describes representative duties and responsibilities and sets forth the minimum requirement and qualifications essential to the work. If an employee considers his/her position to be improperly classified, the employee may through the Trial Court Administrator and the Court's Division of Human Resources, process an appeal for a desk audit of his/her position with the Civil Service Commission.
- B. The Union recognizes the right of the Employer (County) to direct its working forces, which includes the assignment of work to individual employees, and it further recognizes that such assignments may include work outside an employee's classification. However, it is understood that such assignments outside of classification shall be made in a manner consistent with the Employer's (County) operations and organizational requirements, as well as the parameters of Civil Service.

Article XX Continued

- C. An employee shall be compensated at the rate of pay for his/her own classification while performing work of a lower compensated occupation.
- D. When an employee works out-of-title for 4 or more hours in any day for an 8 hour employee, or 3-1/2 hours or more in any day for a 7 hour employee, they shall receive their regular hourly rate plus a differential of .65 cents per hour for all hours worked in that day. The differential shall increase to \$.75 cents per hour in 1991 and again to \$.85 cents per hour in 1992.

ARTICLE XXI

DISCHARGE, DEMOTION, SUSPENSION AND

DISCIPLINE

A. (1) Discipline of an employee shall be imposed only for just cause as in Civil Service Rules and Regulations. The Union shall be notified within one(1) working day following any demotion, suspension or discharge by the employer in writing. The employer will not discipline employees in the presence of other employees or members of the public at large. If the severity of the action or infraction requires immediate action by the employer, such action as the employer may take will not be done in a manner which will embarrass the employee.

(2) Employees who are other than permanent who are subjected to disciplinary action shall have the right to a step three grievance hearing for review of that action only, but not to arbitration. The Union shall be notified in writing within one (1) working day following any demotion, suspension or discharge.

B. CAUSES FOR REMOVAL

Causes for removal will be as set forth in the New

Jersey Administrative Code 4:1-16.9 and Judicial rules and regulations.

C. NOTICE

Except in cases wherein the severity of the infraction requires immediate removal of the employee from the work site, no discharge or suspension shall take place less than five (5) working days from the time the employee is informed in writing of the intended disciplinary action. The Union will be simultaneously provided with a copy of the disciplinary notice. An additional copy will be given to the Steward. Unavailability of the Steward will not stay the five (5) day limit.

ARTICLE XXII

CONTINUING CONSULTATION

- A. The UNION and the COUNTY shall upon request of either party establish meetings during the first week of April, July, October and January for the purpose of reviewing the administration of the Agreement and to discuss problems which may arise. These meetings are not intended to bypass the grievance procedure or to be considered contract negotiating meetings but are intended as means of fostering good employer/employee relations.
- B. The requests of either party for such a meeting shall include an agenda of topics to be discussed and shall be submitted seven (7) days prior to the meeting date. Sufficient meeting time(s) shall be established to complete the agenda.
- C. Additional meetings, as described above, shall be held at the request of either party at a mutually agreeable time.
- D. The parties agree to meet within sixty (60) days of the execution of this Agreement in order to discuss issues relating to caseload and quiet time for Probation Investigators.

ARTICLE XXIII

WORKER'S COMPENSATION

When an employee is injured on duty during the regularly scheduled working hours, he/she will be entitled to Workers Compensation benefits as set forth by New Jersey Statute (N.J.S.A. 34:15).

ARTICLE XXIV

WAGE INCREASE

- A. Effective January 1, 1990, all full-time employees will receive an increase in annual salary in the amount of \$1,400.00.
- B. Effective January 1, 1991, all full-time employees will receive an increase in annual salary in the amount of \$1,100.00.
- C. Effective January 1, 1992, all full-time employees will receive an increase in annual salary in the amount of \$1,300.00.
- D. Any employee hired prior to 1/1/90 who is on an "Anniversary Date" (the date on which an employee received an increase is either: a) their date of hire or b) the date on which they received a promotion) will have that date adjusted as follows:
1. If the review date is between 1/2 and 6/30, they will receive a 1/1 review date and get their raises on January 1, 1990.

2. If the review date is between 7/1 and 12/31 they will receive 7/1/90 review date and get their raises effective 7/1/90.
3. The group with 7/1 review date will have that date changed again for 1991 so that their review date will be 1/1 and they will receive their raises on that date.
4. Any new employee hired during 1990 will be hired at the minimum, and if hired at the old minimum will move to the new one on 7/1/90 and receive a review date of 1/1 so that they will receive the union increase on January 1, 1991.



ARTICLE XXV

LONGEVITY

A 1. The County agrees to continue its longevity program as follows for 1990:

<u>Years of Service</u>	<u>Amount</u>
after 5	\$200.00
after 10	300.00
after 15	400.00
after 20	500.00

A 2. Effective January 1, 1991, the program shall be modified as follows:

<u>Years of Service</u>	<u>Amount</u>
after 5	\$300.00
after 10	400.00
after 15	500.00
after 20	600.00

B. This longevity system will replace any other longevity system, payment or award for length of service currently in place. Longevity refers to time of employment with the County.

C. Longevity will be paid each year in a lump-sum check to be issued the pay period following the actual anniversary date.

ARTICLE XXVI  
HEALTH AND WELFARE

A. Medical Insurance

1. There shall be no change in the group hospital medical plan presently maintained and paid for by the County on behalf of the employees except in the case of a new plan that is equivalent to or better than the existing plan, and agreed to by the Union.

2. Insurance shall include basic medical coverage as currently provided by Insurance Design Administrators (IDA) including major medical coverage for all full-time employees and their dependants, with dependant children being covered to age 19.

3. The County in its discretion may institute a program to require a preadmission review prior to hospitalization and/or a second surgical opinion, at any time during the life of this contract, both to be provided without cost to the employee.

4. The County shall provide an open enrollment period for the period August 1, 1990 to and including August 31, 1990 during which employees of this unit may enroll in the County Medical Insurance program notwithstanding any pre-existing condition.

B. Prescription Insurance

The County shall continue to provide a prescription drug program with an employee co-payment schedule as follows:

1990 - two dollar co-pay; \$0 co-pay on generics  
1991 - three dollar co-pay; \$0 co-pay on generics  
1992 - three dollar co-pay; \$0 co-pay on generics

The County reserves the right to select the provider (including self-insurance) so long as the benefit level is not reduced.

C. Dental Insurance

The County will continue to provide a dental program for employees, and their eligible dependents, at a cost not to exceed \$25.00 per month per employee (composite rate basis). The County shall have the right to select a provider based upon cost (including self-insurance) in the event substantially equivalent benefits are provided. The Union's consent to the equivalence of the benefits shall be required.

D. Optical Insurance

The County will continue to provide an optical program for employees, and their eligible dependents, at a cost not to exceed \$6.00 per month per employee (composite rate basis). The County shall have the right to select a provider based upon cost (including self-insurance) in the event substantially equivalent benefits are provided. The Union's consent to the equivalence of benefits shall be required.

E. Retirees

1) An employee covered under the terms of this Agreement who "retires" from County service under the Public Employees Retirement System (PERS) shall be eligible for paid health benefits coverage for three (3) years after retirement, commencing with the employees retirement date.

2) Upon completion of the three (3) years paid health benefits coverage by the County, the retiree will have the opportunity to remain in the group plan by reimbursing the County the amount of the monthly cost at the existing group plan rates.

3) A "retiree" is defined as one who has:

a) 25 years of pensioned County employment,

or

b) 15 years of employment as a permanent County employee and be at least 60 year of age and be a part of an approved pension system at the time of retirement.

F. Leaves of Absence

When an employee is granted a leave of absence without pay, the coverage of that employee and his/her dependents will be terminated, unless the employee reimburses the County in full for the cost of coverage during the leave of absence before taking such leave. Employees can then re-enroll with the County group upon returning from their leave of absence. The maximum period where this situation can exist is six (6)

months. Any employee who goes on to an unpaid status for fifteen(15) or more calendar days is liable for payment of premium retroactively to the first day of unpaid status.

G. Disability Pool

The County agrees to maintain the current disability pool system. If agreement amongst all unions is achieved, the parties agree that this system may be replaced by participation in the State Disability Program. The County's decision as to an employee's eligibility to use the disability pool will not be arbitrarily or unreasonably denied.

H. Part-time employees, hired after January 1, 1987 and defined as those regularly scheduled for at least 20 hours of work per week, shall be entitled to medical benefits, but not prescription, dental and optical benefits. Temporary and part-time employees working less than 20 hours are not entitled to any health benefits coverage.

I. Effective January 1, 1987, the County will offer employees and their families the opportunity for a temporary extension of health coverage, called continuation coverage, at group rates, in certain instances where coverage under the County plan would otherwise end. This is in accordance with federal law P.L. 99-272, Title X. (COBRA)

ARTICLE XXVII

GENERAL PROVISIONS

- A. Should any portion of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific portion of the Agreement affected by decision, whereupon the parties agree to commence negotiations relative to the invalidated portion.
  
- B. The County and the Union jointly agree to continue the development of an education program which was established January 1, 1980.
  
- C. The County and the Union jointly agree that the printing cost of the contract shall be evenly divided that is: 50% of the cost by the County....50% of the cost by the Union.
  
- D. When an employee is physically prevented from travelling to work as a result of an Act of God, such as a snowstorm, or other extraordinary condition, the employee shall be permitted to utilize administrative leave or vacation leave rather than losing pay. Entitlement under this paragraph shall be at the discretion of the County, and shall not be arbitrarily and unreasonably denied.

If the Assignment Judge declares the Courts to be closed, employees will not suffer any loss of pay. If an employee is declared to be essential and is required to report to work on such a day, the employee will receive one half (1/2) time compensatory time for all hours worked as a bonus for coming in and working.

ARTICLE XXVIII

DURATION AND TERMINATION

- A. The Agreement shall be effective as of January 1, 1990 and shall remain in full force and effect until December 31, 1992.
  
- B. It shall be automatically renewed from year to year thereafter, unless either party shall notify the other in writing sixty (60) calendar days prior to the expiration date, that it desires to commence negotiations.
  
- C. In the event such notice is given, negotiations shall begin no later than thirty (30) days prior to the expiration date; this Agreement shall remain in full force and be effective during the period of negotiations and unless notice of termination of this Agreement is provided to the other party in the manner set forth in the preceding paragraph.
  
- D. Negotiations shall begin no later than December 1, 1992 for the succeeding Agreement.



APPENDIX "A" INCLUSIONS

(Effective  
July 1, 1990)

<u>JOB TITLE</u>	<u>GRADE</u>	<u>GRADE</u>
Account Clerk	1	A
Account Clerk-Typing Clerk	1	A
Clerk Stenographer	2	A
Clerk Transcriber	2	A
Clerk Typist	1	A
Cashier	1	A
Chief Clerk	5	C
Court Clerk	3	C
Data Entry Machine Operator	3	A
Docket Clerk	3	B
Docket Clerk - Typing	3	B
Designated Assignment Clerk	1	A
Disposition Clerk	1	A
Investigator - Probation Department	5	D
Legal Stenographer	4	B
Principal Account Clerk	4	B
Principal Account Clerk - Typing	4	B
Principal Cashier	4	B
Principal Clerk Stenographer	4	B

(Effective  
July 1, 1990)

<u>JOB TITLE</u>	<u>GRADE</u>	<u>GRADE</u>
Principal Clerk Transcriber	4	B
Principal Clerk Typing	4	B
Principal Cashier	4	B
Principal Docket Clerk	5	C
Principal Docket Clerk-Typing	5	C
Probate Clerk	5	C
Probate Clerk, Typing	5	C
Receptionist	1	A
Receptionist - Typing	1	A
Recorder Operator Courts	3	B
Recorder Operator Courts/Typing	3	B
Secretarial Assistant	5	C
Senior Account Clerk	3	B
Senior Clerk Stenographer	3	B
Senior Clerk Transcriber	3	B
Senior Clerk Transcriber Bi-Lin	3	B
Senior Clerk Typing	3	B
Senior Cashier	3	B
Senior Court Clerk	4	D
Senior Data Entry Machine Operator	3	B
Senior Docket Clerk	4	B
Senior Docket Clerk, Typing	4	B

(Effective  
July 1, 1990)

<u>JOB TITLE</u>	<u>GRADE</u>	<u>GRADE</u>
Senior Investigator, Probation	7	E
Supervising Account Clerk	5	C
Supervising Clerk	5	C
Supervising Clerk Transcriber	5	C
Supervising Clerk Typing	5	C
Supervising Court Clerk		E
Supervising Docket Clerk	5	C

APPENDIX "B"

EXCLUSIONS

- A. All employees covered by another bargaining unit and/or subject to another bargaining agreement.
- B. Members of boards and commissions, managerial executives and confidential employees.
- C. All supervisory employees having the power to hire, discharge or discipline or to effectively recommend same unless specifically identified by title in the Inclusions.
- D. All professional job titles unless specifically identified in the Inclusions.
- E. Court Rule 1:33 employees.

APPENDIX "C"

HOURS OF WORK

- A. All judicial employees will work 35 hours per week exclusive of a one hour lunch break, unless they are currently under a 40 hour work schedule - if this is a case, the 40 hour schedule will continue.
  
- B. In most cases, the hours of work will be from 8:30 A.M. to 4:30 P.M. including one hour for lunch during that period. However, certain departments/divisions who are currently working on different schedules from that notated above will continue on the current operational schedules. Changes to those schedules will be discussed in advance with the Union.

APPENDIX "D"

STARTING SALARIES

<u>Grade</u>	<u>Effective</u> <u>1/1/90</u>	<u>Grade</u>	<u>Effective</u> <u>7/1/90</u>	<u>Effective</u> <u>1/1/91</u>	<u>Effective</u> <u>1/1/92</u>
1	10,500	A	12,000	13,100	14,400
2	10,900	B	13,000	14,100	15,400
3	11,500	C	14,000	15,100	16,400
4	12,000	D	15,000	16,100	17,400
5	12,500	E	16,000	17,100	18,400
6	13,100	F	17,500	18,600	19,900
7	14,300	G	18,000	19,100	20,400

APPENDIX "E"

SALARY SCHEDULE PART-TIME


EMPLOYEES

Part-time employees will receive a pro-rata share of increases as stipulated in Article XXIV of this Agreement.

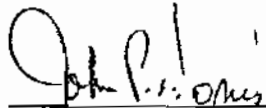
Effective dates will be as identified in Article XXIV for full-time employees.


IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals this 23<sup>rd</sup> day of JULY 1991, and agree to abide by all terms and conditions as set forth herein.

ASSIGNMENT JUDGE  
VICINAGE I  
By:

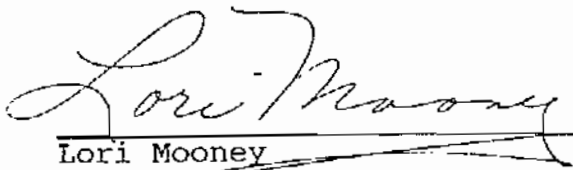
  
Richard Williams

UNION:  
By:

  
John Morris  
International Trustee

  
Joseph Yeoman  
Business Agent

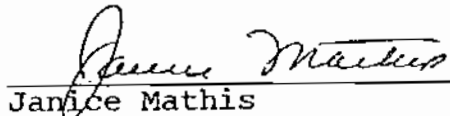
DEPUTY CLERK OF  
SUPERIOR COURT  
By:

  
Lori Mooney

COUNTY OF ATLANTIC  
By:

Richard Squires  
County Executive

COUNTY SURROGATE  
By:

  
Janice Mathis