

AGREEMENT

BETWEEN

THE NEW JERSEY STATE JUDICIARY

AND

THE PROBATION ASSOCIATION OF NEW JERSEY



CASE-RELATED PROFESSIONAL UNIT

JULY 1, 2012 – JUNE 30, 2016

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Preamble

THIS AGREEMENT is entered into as of this 1st day of July, 2012 by and between the New Jersey State Judiciary (hereinafter referred to as "the Judiciary" or "the Employer") and The Probation Association of New Jersey (PANJ), Professional Case-Related Unit (hereinafter referred to as "the Union");

WHEREAS, the parties have engaged in good faith collective negotiations for the purpose of developing a statewide contract between the Judiciary and its employees in the Professional Case-Related Unit, which negotiations have resulted in a mutual agreement between the parties; and

WHEREAS, the purpose of this Agreement is to make provisions for rates of pay, hours, working conditions, and other terms and conditions of employment, including the orderly and expeditious adjustment of grievances; and

WHEREAS, the parties are desirous of furthering their working relationship, promoting harmony and efficiency within the Judiciary, and helping to insure the best possible service to the people of New Jersey;

NOW, THEREFORE, in consideration of the promises and mutual undertakings herein set forth, and in recognition of the "The Judicial Employees Unification Act," Title 2B:11-1 - 11-12, the parties agree with respect to the employees in the Professional Case-Related Unit as follows:

ARTICLE 1

RECOGNITION

- 1.1 Exclusive Representative.** The Judiciary recognizes the Union as the exclusive representative for the unit identified in Appendix B:

Included: All non-supervisory, case-related professional employees employed by the New Jersey State Judiciary, in all trial court operations (from the courtroom to probation to case management) who have caseload responsibilities.

Excluded: Managerial executives, confidential employees, supervisory employees within the meaning of the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1 et seq., police employees, firefighting employees, craft employees, non-professional employees, law clerks, non-case related professional employees, all employees included in other Judiciary employee negotiations units and all other employees of the Judiciary.

The Judiciary further agrees that it will not recognize, negotiate collectively with, or enter into contractual relations, either written or oral, with any other labor organization with respect to the negotiations unit covered by this Agreement.

- 1.2 Unit Composition.** Whenever new titles are proposed, the Judiciary shall notify the Union in writing regarding proposed unit designation, job duties, classified or unclassified status and hours of work, simultaneous with their request to the NJ Civil Service Commission to establish such titles. If the parties do not agree concerning inclusion of the title in an appropriate unit, the dispute may be submitted to PERC for determination. If an existing title is proposed to be eliminated or changed, the Judiciary shall also notify the Union in writing simultaneous with their request to the NJ Civil Service Commission to eliminate or change an existing title. This paragraph is not subject to Article 10, Grievance Procedure.

- 1.3 Preservation of Unit Work.** No work which is customarily performed by employees in the Union's bargaining unit shall be assigned to employees outside the unit represented by the Union, except in emergency situations. The parties agree that complaints and grievances relating to this clause shall be outside the grievance process and will be handled directly by the Union and the Chief of the Labor and Employee Relations Unit of the Administrative Office of the Courts.

ARTICLE 2

LABOR-MANAGEMENT RELATIONS

2.1 Respect and Dignity. The parties shall each endeavor to insure that relations between them are characterized by mutual responsibility and respect, and that all employees and representatives of the parties are treated in accordance with accepted standards of courtesy and respect for individual dignity. This provision establishes a mutual obligation between the Judiciary and the Union to effectuate its purposes.

2.2 Non-Discrimination. The parties agree they will not discriminate against any employee because of race, creed, religion, color, national origin, nationality, ancestry, marital status, domestic partnership status, age, sex, familial status, atypical heredity cellular or blood trait, genetic information, liability for military service, and mental or physical or perceived disability, including perceived disability and AIDS and HIV status, sexual or affectional orientation, political affiliation, Union membership or participation in union activity. The following procedure shall be followed for grievances alleging a violation of the Judiciary's EEO anti-discrimination policy.

- A. Should the Union or an employee file a grievance citing an EEO violation, the Judiciary shall refer the matter for investigation by management. The Union agrees to hold a grievance meeting in abeyance for up to six (6) months pending the investigation by EEO. If the investigation is not completed within six (6) months, the Union will be provided with an explanation for the delay and an opportunity to discuss whether to continue to hold the grievance in abeyance. The Union shall not unreasonably withhold its consent to continuing to hold the grievance in abeyance.
- B. If an EEO complaint is filed separately from a grievance, scheduling a grievance meeting shall similarly be held in abeyance for six (6) months pending the investigation by EEO. If the investigation is not completed within six (6) months, the Union will be provided with an explanation for the delay and an opportunity to discuss whether to continue to hold the grievance in abeyance. The Union shall not unreasonably withhold its consent to continuing to hold the grievance in abeyance.

An EEO investigation shall determine whether the incident falls under the EEO policy, and may also suggest that the matter be referred to the appropriate forum for determination as to whether it constitutes another type of situation requiring remedy.

- C. The employee will receive a notification of determination of the EEO complaint. The Union shall receive notification that the EEO investigation has been completed simultaneously with notification to the employee of the determination.
- D. Should it be required, a Step 1 meeting shall be scheduled by management in cooperation with the Union no later than ten (10) business days following the receipt by the employee of the findings of the EEO investigation unless the parties mutually agree to extend this time frame.

2.3 Labor-Management Cooperation. The Judiciary and the Union shall continue their joint participation in the existing labor-management committees. It is understood that the committee member's supervisor shall schedule such release time without loss of pay as required to attend committee meetings providing the work responsibilities of the committee member are adequately covered or completed in the estimation of the supervisor. Such release time shall not be unreasonably denied. The Judiciary and the Union must reach agreement before any new labor-management committee is established by either party.

2.4 Rules. New rules or modifications of existing rules governing legally negotiable terms and conditions of employment shall be negotiated with the majority representative(s) before implementation and within the parameters established by the Letter of Agreement between the Judiciary and the labor representatives of its employees dated December 28, 1994 and the Judicial Employees Unification Act.

ARTICLE 3

ASSOCIATION RIGHTS AND PRIVILEGES

3.1 Information

The Judiciary agrees to furnish to the Association in response to reasonable requests from time to time upon request all reasonably appropriate and available non-confidential information concerning Judicial programs and the financial resources of the Judiciary, including but not limited to: caseload - workload size, number of probation officers, State of New Jersey annual financial reports, proposed and final budget reports as outlined in the Governor's budget message to the Legislature, requests for non-confidential fiscal information which are reasonable, agendas and minutes of all labor-management committee meetings consistent with the rules of such committees.

3.2 Release Time for Meetings

Whenever any representative of the Association or any probation officer participates during working hours in negotiations with management, grievance proceedings or disciplinary proceedings as set forth in the Grievance and Disciplinary Articles of this Agreement, or any Judiciary requested conferences or meetings, including but not limited to Committee meetings, he/she shall receive time off without loss of pay not chargeable to general association representative time off as set forth in this contract.

3.3 Use of Buildings and Equipment

The Association steward(s) and Association officer(s) shall have the right to use employer facilities and equipment and have access to the employer's premises, reasonably and subject to availability, with reasonable prior notice given to the TCA/Senior Manager or his/her designee, in connection with the performance of their duties as Association representatives such as in connection with negotiations, grievances, or discipline. The Association steward is defined as the local Union representative(s) in the County. The Association officer(s) is defined as the statewide representative(s). The Association shall provide to the Judiciary in writing, the name of the duly authorized representatives who may request said access.

The Association shall have the right to reasonable use of telephone and inter-office mail (including e-mail) and office mailboxes for matters relating to Union representation. Use of telephone, interoffice mail, e-mail and mailboxes shall be consistent with Judiciary Policies. The Association will be given 30 days notice of any proposed changes in any of these policies. Union representatives shall

exercise rights provided for herein without unreasonable interference with Judiciary operations. A claim by the Judiciary that an employee has allegedly violated any of the above described privileges shall be brought to the attention of the Union and the Union will promptly investigate and take any action necessary to ensure the proper administration of these provisions.

3.4 Union Bulletin Boards

The Judiciary will make space available on existing bulletin boards for the exclusive use of the Union in central locations and in work areas where there are large numbers of employees covered by this agreement. The space provided in each bulletin board will be minimally approximately 30 inches by 30 inches or an equivalent. If the Union desires bulletin boards at other locations, then it may request permission to provide its own bulletin boards. Such requests will not be unreasonably denied.

Appropriate material on such bulletin boards shall be posted and removed by representatives of the Union. The Union shall remove outdated material at least upon a monthly basis and shall otherwise police the appearance of the bulletin boards. The material shall not contain anything profane, obscene or defamatory with respect to the Judiciary or its representatives and employees nor anything constituting partisan political activity. Materials which violate provisions of this Article shall not be posted by the Union. Material to be posted will consist of the following:

1. Union elections and results thereof;
2. Union appointments;
3. Union meetings;
4. Social and recreational events of the Union;
5. Reports of official Union business and achievements.

The posting of appropriate material as herein described shall be limited to the space on the bulletin boards designated for the exclusive use of the Union.

3.5 Exclusive Rights

The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of all employees in the Unit, and to no other labor organizations, or to other judicial employees or their representatives seeking to communicate with employees in the Unit concerning the Union. No other labor organization or judicial employee or representative shall seek to communicate using the facilities available to the Union such as inter-office mail, bulletin boards, employee facilities, mailing lists and the like without the authorization of the Judiciary and the Association.

3.6. Union Leave

- A. **Paid leave for union activity.** The Judiciary shall provide an aggregate of two hundred (200) paid leave days per calendar year for employees in the bargaining unit designated by the Union to attend meetings, conventions, workshops, or other union activities, including but not limited to preparing for collective negotiations with management. Requests for such leave must be authorized by a designated Union Representative. Requests shall be submitted, in writing, to Appointing Authority Management, on notification forms provided by the Judiciary. Approval of such requests will be based on operational needs and will not be unreasonably denied. Reasonable maximum limitation not to exceed twenty-five (25) days per calendar year for such leave for any individual may be imposed.
- B. **Shop Steward Training Days.** In addition to the above, a maximum of fifty (50) paid leave days shall be permitted on a calendar year basis for employees who are designated as Union Representatives in the workplace for shop steward training. Requests for such leave must be authorized by a designated Union Representative. Requests shall be submitted, in writing, to Appointing Authority Management, on notification forms provided by the Judiciary. Approval of such requests will be based on operational needs and will not be unreasonably denied. These training days can also be used for contract negotiation preparation sessions by the Union's duly-authorized negotiations team members in years during which such negotiations occur.
- C. **Contract Negotiations Preparation Days.** In addition, the Judiciary shall provide an aggregate bank of one hundred (100) paid leave days during the term of this Collective Negotiations Agreement (July 1, 2012-June 30, 2016) for employees in the bargaining unit designated by the Union to attend negotiation preparation sessions for the purposes of negotiating a new contract. Requests for such leave must be authorized by a designated Union Representative. Requests shall be submitted, in writing, to Appointing Authority Management, on notification forms provided by the Judiciary. Approval of such requests will be based on operational needs and will not be unreasonably denied.
- D. **The Contract Negotiations Preparation Days** described in Section 3.6.C, above, shall expire with the expiration of the parties' July 1, 2012 through June 30, 2016 Collective Negotiations Agreement. However, if, upon expiration of the term of this Collective Negotiations Agreement, the Union has not exhausted its allotment of Contract Negotiations Preparation Days, and negotiations for a successor agreement have not concluded, the negotiations unit may utilize the remaining balance of its Contract Negotiations Preparations Days for the purpose of such successor negotiations only.

3.7 Unpaid Leave for Union Activities

In addition to paid Union leaves, employees designated by the Union may request unpaid leaves for Union activities, subject to approval by the Judiciary. Such approval will be considered in the context of the operations of the Judiciary as well as the amount of leave requested by any individual. Such approval will be based on operational needs and will not be unreasonably denied.

3.8 Leave for Union Office

Any employee elected or appointed to Union office may be permitted to take an unpaid leave of absence for all or part of the duration of his or her tenure in office in accordance with Civil Service Commission regulations. Such leave shall be subject to the approval of the Judiciary and may be renewed at the beginning of each calendar year. Such approval shall not be unreasonably denied.

3.9 New Hires

- A. The Union may provide information cards for newly hired employees to complete, including name, address, title, date of hire, and other employment data. In addition, the Union may supply information packets concerning Union membership and representation. The Employer will distribute these information cards and packets to new employees at the same time the employees are required to fill out initial personnel and payroll forms. The card may be filled out by the new employees, and if so, the employee will forward the card to the Union by mail.
- B. When orientation meetings are held for new employees, the Union shall be permitted to make a brief presentation during such meetings. It is understood that for purposes of this Article, meetings conducted by Human Resources Personnel regarding employee benefits are not considered to be orientation meetings.

3.10 Personnel Data

Listings of new hires will be supplied to the Union, together with date of hire, department/work location, title, and home address every pay period. Effective on or about January 1, 2013, these listings will be sent electronically, in Excel and PDF format. The PDF version will be considered the official record.

Every four (4) pay periods, the Union will be given a membership list containing a listing of all employees covered by this Agreement by payroll code, together with their home addresses, base salary, amount of dues deducted, dues deduction status, coded payroll location, and job titles. Effective on or about January 1,

2013, these listings will be sent electronically, in Excel and PDF format. The PDF version will be considered the official record.

The Union will also be notified electronically of separations every four (4) pay periods.

The Union will be notified of employees leaving the bargaining unit due to resignation, retirement or promotion in a timely manner.

ARTICLE 4

UNION SECURITY

4.1. Dues Deduction

- A. Pursuant to the provisions of N.J.S.A. 52:14-15.9(e), the Judiciary agrees to have Union dues (Union dues are defined as regular dues, fees, and assessments, including special assessments) which will be deducted from the regular paycheck of any employee whose written authorization is submitted to the local vicinage Human Resources Office. There may be an additional voluntary amount deducted in each county. Within three (3) work days after receipt of the form, the vicinage Human Resources Office will forward it to the Centralized Payroll Section, Department of the Treasury. Dues deduction will be reflected in the paycheck for the current pay period, provided the form is received in Centralized Payroll at least seven (7) calendar days prior to the end of the pay period, otherwise to be reflected in the next pay period. If violations of these time frames are brought to the attention of the Judiciary, the Judiciary will review the matter with appropriate officials and resolve the problem at the earliest date possible, and report back to PANJ in writing if the request is made in writing as to the status of the matter in question.
- B. Dues deductions for any employee in this negotiating unit shall be limited to PANJ. Employees shall be eligible to withdraw such authorization only as of July 1 of each year provided that the notice of withdrawal is timely filed between May 15 and June 15 of the year in which the withdrawal is to take effect, with the vicinage Human Resources Office. Membership status is to be dropped only through a signed withdrawal card, termination of employment, or promotion/demotion to a non-PANJ represented position.
- C. Dues so deducted shall be deducted from paycheck as per each regular payroll payment, and shall be transmitted to the Secretary/Treasurer of PANJ with a listing of the employees and payroll number, with a separate payroll number for each county, separated by county, and deduction amount, as to whom each deduction is made.
- D. The Union shall certify to the AOC Human Resources Office the amount of Union dues to be deducted, and any change in the dues structure at least thirty (30) days in advance of the requested date of change. The change shall be reflected in payroll deductions no later than three (3) pay periods after receipt of the request.

E. Provisions of this section are subject to all other statutory requirements.

4.2 Membership Information

The Judiciary shall provide electronically to the Union membership information in accordance with Article 3.10. The Union will only disclose such information to its officials and representatives whose duties require access to such information. The Union may request membership information involving special problems more frequently, and the Judiciary will use reasonable efforts to accommodate the request.

4.3 Representation Fee (Agency Fee)

A. Subject to the conditions set forth in the paragraphs below, all eligible non-member 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 unit. 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 only as of January 1 of each year by the Union that more than 50% of the eligible employees in the negotiating unit are dues paying members of the Union.

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 from the Union to affected employees.

B. Amount of Fee

Prior to January 1 each year, the Union will notify the Judiciary in writing of the amount of regular membership dues, and assessments charged by the Union to its own members for that contract year, and the amount of the representation fee for that contract year. Any changes in the representation fee structure during the contract year shall be in accordance with Article 4.1 above as may apply.

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

C. Deduction and Transmission of Fee

After verification by the Judiciary that an employee must pay the representation fee, the fee will be deducted 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 be the same as those used for the deduction and transmission of regular membership dues to the Union.

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

D. Demand and Return System

The 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, from dues, 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, in writing, the Union to substantiate the amount charged for the representation fee. This review shall be in conformance with the internal steps and procedures established by the Union.

E. Notice to Non-Members; Copy of Demand and Return System to Public Employer

1. Prior to the commencement of payroll deductions of the representation fee in lieu of dues, the majority representative shall provide all persons subject to the fee with an adequate explanation of the basis of the fee which shall include:
 - a. A statement, verified in accordance with law, of 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 from dues 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 non-members of the majority representative.

- b. A copy of the demand and return system established by the majority representative pursuant to law, including instructions to persons paying the representation fee in lieu of dues as to how to request review of the amount assessed as a representation fee in lieu of dues.
 - c. The name and address of the financial institution where the majority representative maintains an account in which to escrow portions of representation fees in lieu of dues which are reasonably in dispute. The interest rate of the account in effect on the date of the notice required by (1) above is issued shall also be disclosed.
 - d. The amount of the annual representation fee in lieu of dues, or an explanation of the formula by which the representation fee is set.
 - e. PANJ is not limited to include only the foregoing information in its communications to persons subject to the fee.
2. The majority representative shall provide a copy of the demand and return system referred to in (b) above to the Administrative Director or his/her designee

F. Judiciary and State of New Jersey Hold Harmless

The Union hereby agrees that it will indemnify and hold harmless the Judiciary and the State of New Jersey from any claims, actions or proceedings brought by or on behalf of any employees in the negotiations unit which arises from an agreement to deduct made by the Judiciary in accordance with this provision. Neither the Judiciary, the State of New Jersey nor the employee shall be responsible for any back payment of the representation fee for any cause upon the entry or re-entry of the employee into the unit.

If violations of any time frame occur regarding representation fee deduction, and they are brought to the attention of the Judiciary, the Judiciary shall review the matter and solve the problem on a prospective basis. This second paragraph is not subject to Article 10, Grievance Procedure.

G. 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 5

HOURS OF WORK AND OVERTIME

5.1 Hours of Work

- A. Normal work week for all employees covered by this Agreement will be thirty-five (35) hours per week within a five (5) day work week and shall have a work week designation of NE. Current work practices such as established breaks and meal periods shall continue. The Judiciary reserves its right to schedule alternate work weeks within the provisions of the Administrative Code. For purposes of this contractual period, alternate work weeks as they relate to practices involving night reporting, supervision and special programs shall be limited to thirty (30) hours per month which may include but shall not be limited to approximately twelve (12) hours per month for night reporting and approximately eighteen (18) hours per month for work outside the standard workday/work week and one Saturday or Sunday per month.
- B. Schedules and schedule changes for alternate work weeks as outlined above shall be issued thirty (30) days in advance with written notice to the employee and the union prior to implementation. Upon request of the majority representative to discuss this issue, representatives of the Judiciary will meet with the majority representative to discuss the proposed change. The foregoing requirement of notice, however, shall not apply to emergent situations where operational needs compel short notice or to the assignment of overtime. (In the event an employee is required to work additional hours beyond the established schedule, then the employee at his or her option may voluntarily elect to flex the time or receive overtime consistent with the term of this agreement, unless work load demands prevent flexing the additional times, in which event the overtime provisions of this Agreement shall apply.)
- C. Due consideration shall be given to issues of joint concern to the parties including individual employee hardship. It is understood and agreed that the establishment of alternate work weeks pursuant to the provisions of this Agreement will be done at the local (county) level.

5.2 Employee Requested Alternative Work Arrangements

- A. Pursuant to Judiciary policy, the Judiciary may permit flex-time, job sharing, telecommuting and/or alternate workweek schedules to accommodate operational and employee needs, provided participation by employees is voluntary. The Judiciary may limit participation in an

alternative work arrangement to selected groups of job titles, work units and/or work locations to accommodate work units' and/or work locations' operational needs.

- B. Alternative work arrangements will be subject to change if the Judiciary determines it to be necessary. With thirty (30) days' notice to the employee and the Union, except in the event of an emergency, which emergency shall be set forth in writing to the employee and the Union, the Judiciary may eliminate, or, with the employee's permission, amend flex-time, job sharing, telecommuting or alternate workweek schedules.

5.3 Overtime

- A. Overtime for work performed in excess of thirty-five (35) hours per week shall be at straight time up to forty (40) hours per week, except as otherwise provided for herein for "beeper" or "on call" duty, and time and one-half after forty (40) hours. For purposes of overtime, all time in pay status, whether worked or unworked (i.e., vacation, sick, administrative leave time or compensatory time used), shall be regarded as time worked. Payment for all such overtime shall be in compensatory time or cash as determined by the employer. At the employee's request, however, the Supervisor will make note of the employee's preference for overtime payment either in cash or compensatory time. The Judiciary shall make the determination on such request and communicate it to the employee no later than two (2) weeks from the time the overtime is worked. Scheduling of night reporting remains a management prerogative, and prior practices of compensation for night reporting shall be eliminated and replaced by the provisions set forth in this Agreement. Effective March, 1998, existing compensation for special programs shall be eliminated and thereafter compensation for such programs shall be compliant with the terms of this Agreement and the FLSA.
- B. Overtime opportunities within a job title, within the work unit, shall be offered as equitably as reasonably practicable among available, qualified employees using a rotating overtime list in order of seniority within the title. Overtime shall first be offered to employees in the title within the work unit and then to other qualified employees. This provision shall not require displacement of an employee from his or her normal work assignment.
- C. Employees are expected to be available for a reasonable amount of overtime work. An employee who refuses an overtime assignment with a reasonable excuse will not be subject to discipline.
- D. Payments for carrying radios, cell phones, and/or any other forms of remote communication, or otherwise being required to remain on call shall be eliminated and replaced by payment for time actually worked at a time

and one half rate of pay which shall be applicable even for hours worked between thirty-five (35) and forty (40) and shall be paid in cash.

E. Scheduling compensatory time.

1. Employees who work overtime and ask to be paid for the work in the form of compensatory time, and whose request is granted by management, shall be permitted to utilize the compensatory time accrued during a fiscal year (which runs from July 1 to through June 30) up through December 31 of the calendar year in which the applicable fiscal year ends. By way of example, if an employee works overtime in September 2013, he or she will be permitted to take the compensatory time any time between September 2013 and December 31, 2014. It is understood and agreed that the scheduling of all compensatory time is subject to management's approval.
2. It is understood and agreed that employees will receive monetary compensation for any and all compensatory time accrued on or before June 20th of the applicable fiscal year that has not already been approved and scheduled by that date. Any compensatory time accrued between June 20th and June 30th of that fiscal year will be carried over into the next fiscal year's allotment of compensatory time and shall be subject to the scheduling limitations set forth in this paragraph. By way of example, if an employee works overtime on June 25, 2014, and he/she requests and is granted compensatory time for that work, he/she shall be permitted to utilize the compensatory time up through December 31, 2015, provided it has been scheduled to be used prior to June 20, 2015. If the employee has not scheduled the time prior to June 20, 2015, he/she will receive monetary compensation for the time.
3. If the employee needs to reschedule a previously-agreed-upon compensatory time day, the employee will be granted one opportunity to request an alternate date and any newly-agreed-upon date must also be used in the time period specified in 5.3.E.1. above.

5.4 Reporting Time

Probation Officers assigned to offender supervision generally have a particular assignment known as reporting time ("reporting time") whereby they regularly work scheduled extra hours in the evening or on weekends for the purpose of supervising clients or for certain special programs. This includes the PASS Program or similar programs for supervising community service people, and regular evening work whereby probationers report to a Probation Officer in his or

her location. Existing practices in the counties as to such "reporting time" shall be exceptions to the premium pay overtime requirement unless the existing practice calls for premium pay. The Association maintains that the Letter of Agreement prohibits changes in this practice without agreement and/or completion of the negotiations process, relying in part on paragraph 12b as well as other paragraphs. Any agreement made here is without prejudice to the Association's position in this regard and without prejudice to the Judiciary's position on such issues as well. If the Association believes that the Judiciary is acting in a fashion that is inconsistent with this position, then its position in these issues may be submitted by the Association to the appropriate standing arbitrator under the grievance procedure for a final binding determination prior to implementation of any change. Not-with-standing this, there will be no such change attempted by the Judiciary on or before November 1, 1996 after at least 30 days prior notice as to Middlesex County and on or before January 1, 1997 after 30 days prior notice as to any other county if there is no settlement with the Association on all monetary reopener issues

ARTICLE 6

MEMORANDA OF AGREEMENT

Any memoranda of agreement between the parties shall be binding to the same extent as if incorporated herein.

ARTICLE 7

SALARY AND WAGES

7.1 The Judiciary's Compensation Plan

Appendix A, attached hereto, outlines the following elements of the Judiciary's Classification and Compensation Plan:

- A. There are broad-banded titles, each having an assigned salary Band and Level.
- B. Titles that are in existence at the time of the signing of this Agreement are each grouped according to one of these broad Bands/Levels.
- C. Each of these Bands/Levels has an established minimum and maximum.

7.2 Across-the-Board Salary Increases

The following salary increases shall be provided to eligible employees in the unit within the applicable policies and practices of the Judiciary and in keeping with the conditions set forth herein.

Effective upon execution of this Agreement and subject to the State Legislature enacting appropriations of funds for these specific purposes, the Judiciary agrees to provide the following salary modifications effective at the times stated here or, if later, within a reasonable time after enactment of the appropriations.

A. Across the Board Salary Increases

- 1. Employees who are not at the applicable Maximum 2 in their respective salary ranges shall receive across-the-board increases as follows

July 1, 2012	0.0%
July 1, 2013	0.0%
Pay Period No. 2, 2014 <i>(pay period that includes January 1, 2014)</i>	1.0%
Pay Period No. 2, 2015 <i>(pay period that includes January 1, 2015)</i>	1.75%

provided, however, that under no circumstances shall any such employee exceed the applicable Maximum 2 salary in the employee's respective salary range, and provided further that an employee who reaches Maximum 2 salary shall no longer receive

increases under this paragraph 7.2.A.1, but any future increases for that employee shall be subject to paragraph 7.2.A.2 below.

The percentage increases set forth herein shall apply to the base salaries of all employees who have not yet attained Maximum 2 salary in their respective salary ranges, including employees at Maximum 1.

2. Employees in the employ of the Judiciary as of October 30, 2015, subject to the provisions of N.J.A.C. 4A:3-4.20, who are at Maximum 2 salary in their respective salary ranges shall be subject to the following:
 - a. In the 2014 calendar year, and only for that calendar year, effective pay period 2 (commencing on December 28, 2013), employees who were at Maximum 2 salary as of pay period 1 of 2014 shall receive a one-time increase in their base salaries equal to 1.0% of their June 30, 2012, Maximum 2 base salaries. This one-time increase in base salaries shall expire effective December 26, 2014 (pay period 1 of 2015), shall have no further effect after that date, and shall not be applied to any future base salary increases.
 - b. Effective pay period 2 of 2015, (commencing on December 27, 2014), employees who were at Maximum 2 salary as of pay period 1 of 2015 shall receive a one-time increase in their base salaries equal to 1.75% of their June 30, 2012, Maximum 2 base salaries. This one-time increase in base salaries shall expire effective June 24, 2016, (pay period 13 of 2016), shall have no further effect after that date, and shall not be applied to any future base salary increases.
 - c. None of the salary increases described in this section 7.2.A.2 shall apply to any employee who has not actually reached the applicable Maximum 2 in the employee's salary range as of the pay periods immediately preceding the pay periods in which the increases become payable.

B. Minimums and Maximums

1. For employees in the employ of the Judiciary as of October 30, 2015, the Minimum, Maximum 1, and Maximum 2 annual salaries on the salary ranges for each bargaining unit title shall remain at the 4th year Minimum, Maximum 1, and Maximum 2 annual salaries listed on page 75 contained in the parties' prior July 1, 2008-June

30, 2012 contract*, and shall remain unchanged for the duration of this Agreement. The across the board salary increases described in sections 7.2.A.1 and/or 2 shall not apply to or increase the Minimum, Maximum 1, and Maximum 2 annual salaries.

2. a. For employees hired after October 30, 2015, a new, reduced Maximum 2 annual salary for the Probation Officer title shall be set at a level that is 4.0% below the Maximum 2 annual salary for that bargaining unit title listed on the 4th year salary range contained on page 75 in the parties' prior July 1, 2008-June 30, 2012 contract. In addition, a new, reduced Maximum 1 annual salary for the Probation Officer title, applicable only to employees hired after October 30, 2015, shall be set at a level 4.0% below the "Max 1" or "Maximum" salary for that title listed on the 4th year salary range contained on page 75 in the parties' prior July 1, 2008-June 30, 2012 contract. The across the board salary increases described in sections 7.2.A.1 and/or 2 shall not apply to or increase the Minimum, Maximum 1, and Maximum 2 annual salaries applicable to employees hired after October 30, 2015.
- b. For employees hired after October 30, 2015, a new, reduced Maximum 2 annual salary for the Senior Probation Officer and Substance Abuse Evaluator titles shall be set at a level that is 6.7% below the Maximum 2 annual salary for that bargaining unit title listed on the 4th year salary range contained on page 75 in the parties' prior July 1, 2008-June 30, 2012 contract. In addition, a new, reduced Maximum 1 annual salary for the Senior Probation Officer and Substance Abuse Evaluator titles, applicable only to employees hired after October 30, 2015, shall be set at a level 6.7% below the "Max 1" or "Maximum" salary for those titles listed on the 4th year salary range contained on page 75 in the parties' prior July 1, 2008-June 30, 2012 contract. The across the board salary increases described in sections 7.2.A.1 and/or 2 shall not apply to or increase the Minimum, Maximum 1, and Maximum 2 annual salaries applicable to employees hired after October 30, 2015.
- c. For employees hired after October 30, 2015, a new, reduced Maximum 2 annual salary for the Master Probation Officer title shall be set at a level that is 5.0% below the Maximum 2 annual salary for that bargaining unit title listed on the 4th

* The Judiciary's Bands and Levels Chart reflects the actual salaries for all Judiciary employees. There is a one cent differential between a few of the salaries listed in the 2008-2012 agreement and the Judiciary's Bands and Levels chart.

year salary range contained on page 75 in the parties' prior July 1, 2008-June 30, 2012 contract. In addition, a new, reduced Maximum 1 annual salary for the Master Probation Officer title, applicable only to employees hired after October 30, 2015, shall be set at a level 5.0% below the "Max 1" or "Maximum" salary for that title listed on the 4th year salary range contained on page 75 in the parties' prior July 1, 2008-June 30, 2012 contract. The across the board salary increases described in sections 7.2.A.1 and/or 2 shall not apply to or increase the Minimum, Maximum 1, and Maximum 2 annual salaries applicable to employees hired after October 30, 2015.

3. An employee shall be advanced to the Maximum 2 salary in his or her respective salary range, and have his or her salary increased by the corresponding amount, in pay period 2 of the calendar year following the date the employee completes 24 full calendar months of employment in his or her job title at the Maximum 1 salary in his or her respective salary range.

C. Bonus for Certain Current Employees at Maximum 2 Annual Salary

Employees in the employ of the Judiciary as of October 30, 2015, who have been at Maximum 2 annual salary for at least three complete years as of Pay Period No. 2 in 2014, (i.e., the pay period that includes January 1, 2014), will receive a one-time lump sum bonus of \$400 payable in January 2014. Employees in the employ of the Judiciary as of October 30, 2015, who have been at Maximum 2 annual salary for at least three complete years as of Pay Period No. 2 in 2015, (i.e., the pay period that includes January 1, 2015), will receive a one-time lump sum bonus of \$800 payable in January 2015.

7.3 Salary Progression within a Salary Band/Level

Commencing on the first day of the second pay period of each calendar year, employees who are not at the maximum 1 of their salary range and who have the minimum length of service required for salary progression shall have their salaries increased in accordance with the following:

This shall be in addition to the salary adjustment outlined in 7.2.A. above. Notwithstanding the above, no employee will have his/her annual salary increased above the maximum.

- A. Effective pay period 2 in January 2013 (commencing on December 29, 2012), except where subsection 7.3.E, below, applies, each such employee who has at least one year of service completed as of the

preceding December 31 shall have the base salary he or she received as of pay period 01/2013 increased by 4.0%.

- B. Effective pay period 2 in January 2014 (commencing on December 28, 2013), except where subsection 7.3.E, below, applies, each such employee who has at least one year of service completed as of the preceding December 31 shall have the base salary he or she received as of pay period 01/2014 increased by 3.0%. In addition, each such employee shall also receive a one-time increase in base salary equal to 1.0% of the base salary he or she received as of pay period 01/2014. This one-time increase in base salary shall expire effective December 26, 2014 (pay period 01/2015), shall have no further effect after that date, and shall not be applied to any future base salary increases.
- C. Effective pay period 2 in January 2015 (commencing on December 27, 2014), except where subsection 7.3.E, below, applies, each such employee who has at least one year of service completed as of the preceding December 31 shall have the base salary he or she received as of pay period 01/2015 (exclusive of the one-time increase of 1.0% paid in 2014) increased by 3.0%. In addition, each such employee shall also receive a one-time increase in base salary equal to 1.0% of the base salary he or she received as of pay period 01/2015, (exclusive of the one-time increase of 1.0% paid in 2014). This one-time increase in base salary shall expire effective December 25, 2015 (pay period 27/2015), shall have no further effect after that date, and shall not be applied to any future base salary increases.
- D. Effective pay period 1 in January 2016 (commencing on December 26, 2015), except where subsection 7.3.E, below, applies, each such employee who has at least one year of service completed as of the preceding December 31 shall have the base salary he or she received as of pay period 27/2015 (exclusive of the one-time increases of 1.0% paid in 2014 and 2015) increased by 3.0%. In addition, each such employee shall also receive a one-time increase in base salary equal to 1.0% of the base salary he or she received as of pay period 27/2015, (exclusive of the one-time increases of 1.0% paid in 2014 and 2015). This one-time increase in base salary shall expire effective December 23, 2016 (pay period 26/2016), shall have no further effect after that date, and shall not be applied to any future base salary increases.
- E. Notwithstanding the foregoing, any employee whose base salary is within 4% of the Maximum 1 salary in the applicable salary range when a salary progression is payable hereunder shall have his or her base salary increased by 4.0% or to the Maximum 1 of the salary range, whichever is less. This progression payment shall be applied to the base salary the employee received in pay period 01/2014, 01/2015, or 27/2015, as the

case may be, excluding any of the one-time 1% increases described in subparagraphs 7.3.B., C, and D that the employee may have previously received. This progression increase shall be the full and exclusive progression payment such employees shall receive in that year. No employee shall have his or her annual salary increased above Maximum 1 due to the application of salary progression.

- F. In accordance with existing practice, when calculating increases occurring on the same day, the across-the-board increase will be applied first, and then the progression increase shall be applied.

7.4 New Hires and Employees on Leaves of Absence

- A. New employees hired from January 1 of the previous year through June 30 shall be eligible to receive a pro-rata portion of the salary progression described in 7.3 above. Thereafter, these employees shall be on the normal January cycle.
 - 1. A pro-rata portion equals 1/12 of the full amount of the salary increment for each full month worked.
 - 2. Employees who begin employment on the first through the eighth day of a month receive full credit for the month; employees who begin their employment on the ninth through the twenty-third day of the month receive one-half (1/2) credit for the month; employees who begin their employment after the twenty-third day of the month receive no credit for the month.
- B. New employees hired July 1 through December 31 shall be eligible in January following their first year anniversary for the full amount of the salary increment described in 7.3 above. Thereafter, these employees shall be on the normal January cycle.
- C. An employee who is otherwise eligible and who goes on an unpaid leave of absence, is on a furlough leave for more than thirty (30) days, or is absent without pay for ten (10) or more intermittent days during the period January 1 through December 31 will receive a pro-rata portion of this payment (1/12 for every completed month of employment) as follows:

For every ten (10) days that an employee is not in pay status during the period, his/her salary progression shall be reduced by one-half (1/2) of the pro-rated monthly amount (1/2 of the 1/12 monthly amount).

7.5 Promotions and Advancements

- A. For purposes of this section "promotion" means that an employee moves from a position in one salary band level to a position in another salary band and that salary band level has a higher maximum salary. For purposes of this section "advancement" means that an employee moves from a position in one salary band level to a position in the same salary band, but at a level with a higher maximum salary within that band.
- B. An employee who is promoted or advanced from a position in one salary band level to a position in another salary band level will be given a 5% increase in salary provided that the new salary band level has a higher maximum. Notwithstanding the above, no employee shall earn less than the minimum of the new salary band level nor earn more than the maximum of the new salary band level.

C. **Advancement from Basic to Journey Level:**

Employees at the basic level (Probation Officer) hired prior to February 1, 2009, who achieve five (5) years of service (provisional and permanent) and who meet the competencies needed for advancement on the career progression instrument, and who do not have serious criminal or disciplinary charges against them shall be advanced to the journey level (Senior Probation Officer).

All employees hired at the basic level (Probation Officer) on or after February 1, 2009, shall be eligible to be advanced to the journey level (Senior Probation Officer) upon meeting the requirements for advancement and subject to the existence of a Senior Probation Officer opening. Management has the exclusive right to select an employee for advancement from all employees within the qualified pool for the level of the position.

D. **Advancement from Journey to Master Level:**

Employees who achieve a minimum length of service of five (5) years at the journey level or a combined ten (10) years at the basic and journey level and who meet the competencies needed for advancement on the career progression instrument shall be eligible for advancement to Master Probation Officer, subject to the existence of a Master Probation Officer opening. Effective July 1, 2001 the salary increase for advancement to Master Probation Officer shall be 5%.

E. Acting Appointments

The Judiciary may make "acting appointments." Employees appointed to serve in an acting capacity in a professional supervisory position shall receive a 5% promotional increase to their base salary or the minimum of the salary range, whichever is greater (but not more than the maximum of the salary range) for the time period the employee serves in an acting capacity. This section should not be construed as replacing normal recruitment procedures.

7.6 Demotions

- A.** An employee who had previously been promoted and is subsequently demoted from a position in one salary band level to a position in another salary band level with a lower maximum salary may have a salary reduction up to the maximum of the original promotional/advancement dollar increase. Management has the discretion to decide whether a salary reduction is appropriate, up to the maximum as previously outlined. Notwithstanding the above, except for those employees who meet the requirements of Section 9.8.E. of the July 1, 2012-June 30, 2016 PANJ Professional Supervisors Union Collective Negotiations Agreement, no employee shall earn more than the maximum of the new salary band level.
- B.** An employee who had never previously held a position in a lower title and is demoted from a position in one salary band level to a position in another salary band level with a lower maximum salary may have a salary reduction of up to 5%. Management has the discretion to decide whether a salary reduction is appropriate, up to the 5%. Notwithstanding the above, no employee shall earn more than the maximum of the new salary band level.

ARTICLE 8

HEALTH BENEFITS, PRESCRIPTION DRUG, AND VISION CARE PROGRAM

8.1 State Health Benefits Program for Active Employees

A. Medical Coverage

1. The State Health Benefits Program (SHBP) is applicable to employees covered by this contract. Benefits and coverage provided under the SHBP shall conform to the requirements of P.L. 2011, c. 78, Section 47, N.J.S.A. 52:14-17.29.
2. It is agreed that, as part of the SHBP, the Prescription Drug Benefit Program shall be continued during the period of this Agreement. The Prescription Drug Benefit Program may be modified by the State Health Benefits Plan Design Committee, pursuant to its authority under P.L. 2011, c. 78.
3. Through December 31, 2012, active eligible employees are eligible to participate in the prescription drug benefits coverage offered through Medco Health Solutions card program. Similarly, through December 31, 2012, active eligible employees are eligible to participate in the NJ DIRECT 15 Plan (as it existed on June 30, 2011). In the alternative, through December 31, 2012, active eligible employees may elect to participate in an HMO which existed in the program as of June 30, 2011.
4. Beginning January 1, 2012, the State Health Benefits Plan Design Committee shall provide to employees the option to select one of at least three levels of coverage each for family, individual and spouse, and individual and dependent, or equivalent categories, for each plan offered by the program differentiated by out of pocket costs to employees including co-payments and deductibles. Pursuant to P.L. 2011, c. 78, the State Health Benefits Plan Design Committee has the sole discretion to set the amounts for maximums, co-pays, deductibles, and other such participant costs for all plans in the program and has the sole discretion to determine the plan design, plan components and coverage levels under the program.

5. Effective January 1, 1996, consistent with law, the State will no longer reimburse active employees or their spouses for Medicare Part B premium payments.
6. State statute specifically prohibits two employees/retirees who are married to each other, civil union partners, or eligible domestic partners from both enrolling under the SHBP's plans and covering each other. An individual may be covered as an employee or as a dependent but not as both.

Furthermore, two SHBP members cannot both cover the same children as dependents under the SHBP plans.

B. Contributions Towards Health and Prescription Benefits

1. Effective July 1, 2012, employees shall contribute, through the withholding of the contribution from the pay, salary, or other compensation, toward the cost of health care benefits coverage for the employee and any dependent provided under the State Health Benefits Program in an amount that shall be determined in accordance with Section 39 of P.L. 2011, c. 78, except that, in accordance with Section 40(a) of P.L. 2011, c. 78, an employee employed on or before July 1, 2012 shall pay:
 - a. from July 1, 2012, through June 30, 2013, one-fourth of the amount of contribution;
 - b. from July 1, 2013 through June 30, 2014, one-half of the amount of contribution;
 - c. from July 1, 2014 through June 30, 2015, three-fourths of the amount of contribution; and
 - d. from July 1, 2015, the full amount of contribution, as that amount is calculated in accordance with Section 39 of P.L. 2011 c. 78. After full implementation of the premium share and following the expiration of this Agreement, the State and the Union shall negotiate in good faith concerning employee contributions for healthcare benefits. Such negotiations shall be conducted as if the full premium share is included in this Agreement.
2. The amount payable by any employee, pursuant to Section 39 of P.L.2011 c.78 shall not under any circumstance be less than the 1.5% of base salary that is provided for in subsection c. of Section 6 of P.L.1996, c.8 (C.52:14-17.28b).

3. An employee who pays the contribution required under Section 40(a) of P.L. 2011 c.78 shall not also be required to pay the contribution of 1.5 percent of base salary under subsection c. of Section 6 of P.L. 1996, c. 8 (C. 52:14-12.28b).
4. The contribution shall apply to employees for whom the employer has assumed a health care benefits payment obligation, to require that such employees pay at a minimum the amount of contribution specified in Section 40 of P.L. 2011 c. 78 for health care benefits coverage.
5. The parties agree that should an employee voluntarily waive all coverage under the State Health Benefits Plan ("SHBP") and provide a certification to the State that he/she has other health insurance coverage, the State will waive the contribution for that employee.
6. Active employees will be able to use pre-tax dollars to pay contributions to health benefits under a Section 125 premium conversion option. All contributions will be by deductions from pay.

C. Dental Care Plan

1. It is agreed that the State shall continue the Dental Care Plan during the period of this Agreement. The Dental Care Plan may be modified by the State Health Benefits Plan Design Committee, pursuant to its authority under P.L. 2011, c. 78. Through June 30, 2012, active eligible employees are able to participate in the Dental Care Plan as described in the parties' July 1, 2008 – June 30, 2012 collective negotiations agreement. Pursuant to P.L. 2011, c. 78, the State Health Benefits Plan Design Committee has the sole discretion to set the amounts for maximums, co-pays, deductibles, and other such participant costs for all plans in the program and has the sole discretion to determine the plan design, plan components and coverage levels under the program. Full-time employees and eligible dependents shall be eligible for the State administered Employee Dental Plan(s).
2. Participation in the Program shall be voluntary with a condition of participation being that each participating employee authorize a biweekly salary deduction as set by the State Health Benefits Plan Design Committee.

3. A member handbook describing the details of the Program, enrollment information and the required enrollment forms are available on the Division of Pensions and Benefits' website.
4. Participating employees shall be provided with an identification card to be utilized when covered dental care is required.

D. Eye Care Program

1. It is agreed that the coverage under the Eye Care Program shall provide for a \$40.00 payment for regular prescription lens or \$45.00 for bifocal lens or more complex prescriptions. Included are all eligible full-time employees and their eligible dependents (spouse and unmarried children under 26 years of age). The extension of benefits to dependents shall be effective only after the employee has been continuously employed for a minimum of sixty (60) days.
2. Full-time employees and eligible dependents as defined above shall be eligible for a maximum payment of \$35.00 or the non-reimbursed cost, whichever is less, of an eye examination by an Ophthalmologist or an Optometrist.
3. Each eligible employee and dependent may receive only one payment for examinations and one payment for glasses during the period from July 1, 2011 to June 30, 2013, and one payment for examination and one payment for glasses during the period from July 1, 2013 to June 30, 2015, and July 1, 2015 to June 30, 2016. Proper affidavit and submission of receipts are required of the employee in order to receive payment. This program ends on June 30, 2016.

8.2 State Health Benefits Program for Retirees

- A. Those employees who have twenty (20) or more years of creditable service on June 28, 2011 and who accrue twenty-five (25) years of pension credit or retire on a disability retirement on or after July 1, 2011, will contribute 1.5% of the monthly retirement allowance toward the cost of post-retirement medical benefits as is required by law. Those employees who have fewer than twenty (20) years of creditable service on June 28, 2011, and who accrue twenty-five (25) years of pension credit or retire on disability retirement on or after July 1, 2011, will contribute toward the cost of post-retirement medical benefits in accordance with P.L. 2011, c. 78. In accordance with P.L. 2011, c. 78, the Retiree Wellness Program will not apply to employees who accrue twenty-five (25) years of pension credit or retire on a disability retirement on or after July 1, 2012.

- B. The State agrees to assume, upon retirement, the full cost of the Health Benefits coverage for State employees and their dependents including the cost of charges under Part B of the Federal Medicare Program for eligible employees and their spouses, but not including survivors, for employees who accrue twenty-five (25) years of pension credit service, as provided under the State plan, by July 1, 1997, and those employees who retire for disability on the basis of fewer years of pension credit in the State plan by July 1, 1997.
- C. Those employees who accrued twenty-five (25) years of pension credit service or retire on a disability retirement during the period from July 1, 1997 through June 30, 2000 are eligible to receive the following when they retire:
1. Employees in this group who elect upon retirement to enroll in any PPO plan other than a PPO 10 plan, any approved HMO Plan or High Deductible Health Plan (HDHP) shall not have to contribute to the cost of any premium for health insurance coverage.
 2. Employees in this group who elect to enroll in a PPO10 plan and earn \$40,000 or more in base salary in the year they retire shall pay the difference between the cost of that plan and the average of the cost to the State of the other PPO plans and the approved HMO Plans for health insurance coverage.
 3. Employees in this group who elect to enroll upon retirement in a PPO 10 plan and earn less than \$40,000 in base salary in the year they retire shall pay 1% of their annual base pay at retirement but not less than \$20.00 a month for health insurance coverage.
 4. Employees in this group shall receive Medicare Part B reimbursement after retirement up to a cap of \$46.10 per month per eligible employee and the employee's spouse.
- D. Those employees who accrued twenty-five (25) years of pension service credit or retired on a disability retirement during the period from July 1, 2000 through June 30, 2008 are eligible to receive the following when they retire:
1. Employees in this group who elect upon retirement to enroll in any PPO plan other than a PPO 10 plan, any of the approved HMO Plans or a HDHP in retirement shall not have to contribute to the cost of any premium for health insurance coverage.

2. Employees in this group who elect to enroll in a PPO 10 plan shall pay 25% of the premium cost of that plan for health insurance coverage.
 3. Employees in this group shall receive a Medicare Part B reimbursement after retirement up to a cap of \$46.10 per month per eligible employee and the employee's spouse.
- E. Employees who accrue twenty-five (25) years of pension credit service after June 30, 2008 and before July 1, 2012 or who retire on a disability pension after June 30, 2008 and before July 1, 2012, will be eligible to receive post-retirement medical benefits ("PRM") in accordance with the terms set forth in the parties' 2008-2012 collective negotiations agreement. Such employees will be eligible to participate in any plan other than a PPO 10 plan and will pay 1.5% of pension benefit as a contribution to the cost of PRM, but such contribution shall be waived if the retiree participates in the Retiree Wellness program. Participation shall mean that the retiree completes the designated HRA form at the time of retirement, participates in the annual health assessment, and participates in any individualized health counseling, follow-up, or program developed for that individual. There shall be an annual verification from the appropriate person at the Retiree Wellness program that the retiree is participating as required.
- F. Employees hired on or after July 1, 1995, will not receive any reimbursement for Medicare after retirement.
- G. Employees who elect deferred retirement are not entitled to health benefits under this provision.
- H. Those employees who accrue twenty-five (25) years of pension credit or retire on a disability retirement on or after July 1, 2016, will be subject to the provision of paragraph 8.2.A above, unless superseded by collective negotiations or law.
- 8.3** Violations of this Article are not subject to the grievance/arbitration procedure of Article 10 of this Agreement, except for Section 8.1.D. The Union and employees do not waive any other legal rights they have to enforce the provisions of this Article.

ARTICLE 9

DISCIPLINE

9.1 The terms of this Article shall apply to all employees represented by the Association unless otherwise stated. In the event there is a conflict between this Article and the Administrative Code, the Administrative Code shall govern, except where the Administrative Code permits contractual modifications.

9.2 Discipline of an employee shall be imposed only for just cause. Unclassified employees in a probationary period shall not be entitled to just cause protection during the probationary period. Discipline is as defined in the Administrative Code. Counseling and oral and written warnings are appropriate pre-disciplinary action to be taken by management and are not subject to the grievance and arbitration provision of this contract. Copies of written warnings must be provided to the employee who may respond in writing. The warnings and responses will not be placed in the employee's official personnel file.

Minor discipline includes a written reprimand, a suspension or fine of five (5) business days or less, or as otherwise authorized by the Administrative Code. Written reprimands shall not be used by management in further discipline if the employee in question has not received further discipline for a period of eighteen (18) consecutive months after issuance of the written reprimand, except that this limitation shall be extended to twenty-four (24) consecutive months with respect to chronic and/or excessive absenteeism and lateness infractions.

Major discipline includes: (a) removal; (b) disciplinary demotion; (c) suspension or fine for more than five (5) business days per incident; (d) suspension or fine for five (5) business days or less if the aggregate number of business days for which the employee is suspended in the calendar year is fifteen (15) days or more; and (e) any suspension if the employee has already received at least three (3) minor suspensions during the calendar year.

Limitations on fines shall be governed by the Administrative Code, N.J.A.C. 4A:2-2.4, that generally provides that fines may only be imposed as a form of restitution and/or where an employee has agreed to a fine as a disciplinary option. Fines of more than five (5) days salary may be paid in a lump sum or through installments subject to the limitations set forth in the Administrative Code.

9.3 The burden of proof in disciplinary matters shall be upon the Judiciary.

9.4 Records of disciplinary proceedings or any material relating thereto shall not be placed in any personnel file of an employee until after the disciplinary proceeding and any appeal therefrom to the hearing officer or the Civil Service Commission as applicable is finally adjudicated.

9.5 General Provisions

- A. The Judiciary shall, upon request and with written consent of the disciplined party, provide copies of all documents and other information which will be relied upon by the Judiciary in the departmental hearing, provided that any proprietary information not relevant to the proceeding which is contained in any document which is confidential and which pertains to a client or employee of the Judiciary may be deleted from the documents. The Judiciary shall provide discovery to the Union as soon as may be reasonably practicable, but in no case less than ten (10) working days prior to a hearing. Upon request, the Union shall also disclose any relevant documents in possession of the Union or the employee and witness names, and a brief synopsis of their testimony, which it intends to introduce at the hearing as soon as may be reasonably practicable, but in no case less than five (5) working days prior to a hearing.
- B. Neither the employee nor the Association or its representatives shall be coerced, intimidated or suffer any reprisal as a direct result of the use of the disciplinary procedure.
- C. Where the Judiciary imposes or intends to impose discipline, prior to its imposition, written notice of such discipline shall be given to the employee and to the Local Union. Such notice shall contain the charges and specifications. The nature of the discipline sought shall also be set forth. The Union shall provide the Judiciary with the identity of the official of the Local who is to receive such notices.
- D. An employee shall receive a hearing with regard to such discipline providing that such request is made in writing within ten (10) business days of receipt of the notice of such discipline. For purposes of this Article business days shall exclude Saturday, Sunday and holidays. Hearings of minor discipline involving written reprimands shall be conducted by a local hearing officer. A disciplinary hearing involving suspensions shall be conducted by a hearing officer assigned from the Administrative Office of the Courts. Such disciplinary hearings shall be conducted within thirty (30) calendar days after receipt of such request for a hearing unless mutually agreed otherwise. The Judiciary shall render a written decision within thirty (30) calendar days after the completion of the hearing unless mutually agreed otherwise. The hearing officer shall conduct the hearing in a manner which allows the parties separately to fairly present the case and such officer shall not be a witness or party in the proceedings. One person

shall serve as the spokesperson for the employee and one person shall serve as the spokesperson for the Judiciary. The location of the hearing shall be in the location where the discipline occurred and in a separate room where attendance shall be limited to appropriate participants. Hearings shall be private. Disciplinary proceedings including hearings shall be confidential unless otherwise set forth herein. A hearing shall include the right to examine and cross-examine witnesses, and to require the production of relevant records, information and witnesses.

- E. There shall be no suspensions pending hearings except where it is determined that an employee is unfit for duty or is a hazard to any person if permitted to remain on the job, or that an immediate suspension is necessary to maintain the health, safety, order or effective direction of public services or as otherwise may be authorized by the Administrative Code. The scheduling of a hearing will be mutually agreed upon by management, the association and the hearing officer but shall not be unreasonably delayed. Once a hearing is scheduled, adjournments shall only be granted for good cause and for reasonable periods of time. If the foregoing provisions are not followed the hearing officer may take the action he/she deems appropriate under the circumstances.
 - F. Where a suspension is immediate and without pay, the employee and the Union must first be apprised either orally or in writing of why an immediate suspension is sought, the charges and general evidence in support of the charges and provided with sufficient opportunity to review the charges and the evidence in order to respond to the charges before a representative of the appointing authority. The response may be oral or in writing at the discretion of the appointing authority. The Preliminary Notice of Disciplinary Action with opportunity for a hearing must be served in person or by certified mail within five (5) days following an immediate suspension.
 - G. Nothing contained herein shall limit the rights of permanent career service employees or others pursuant to Civil Service Commission rules, including rules with regard to disciplinary appeals. Classified employees may appeal a decision on major discipline to the Civil Service Commission in accordance with Civil Service Commission regulations. Such appeals must be received by the Civil Service Commission within twenty (20) days after the date of receipt of the final decision of the Judiciary. The Civil Service Commission's Laws and the rules and regulations promulgated thereunder shall govern the disposition of such an appeal.
- 9.6 When a final determination of innocence is rendered through a decision arising out of hearing, whether before the Judiciary or the Civil Service Commission, the employee initially disciplined if that is the case, shall not be recharged with discipline on matters arising out of the same facts that the initial discipline was based upon.

9.7 Where criminal charges are initiated, the right of an employee to representation by his/her attorney shall not be denied.

9.8 Miscellaneous Provisions Regarding Discipline

- A. The parties will work toward the development and implementation of discipline that is uniform throughout the Judiciary and the vicinages so that the standards for discipline and the imposition of discipline shall not vary from vicinage to vicinage or county to county. In addition, the concept of progressive discipline shall be followed except with respect to unclassified employees serving a probationary period. Where the Union identified specific situations where different standards are implemented for the same offense, the Judiciary will immediately take steps to reconcile the differences.
- B. Neither minor nor major discipline is subject to the grievance and arbitration provisions of this agreement but classified employees may appeal a decision on major discipline to the Civil Service Commission in accordance with Civil Service Commission regulations. If, however, the Association feels that the provisions regarding disciplinary procedures are violated, it may make use of the grievance procedure or, provided this does not unduly delay the hearing, have immediate access to the Counsel to the Administrative Director or the Counsel's designee who shall immediately convene a meeting as to such claim and may grant immediate relief involving such claim. The identity of such person in the Counsel's office who shall be available to the Association at all times, shall be provided in writing to the Association.
- C. Where an employee is interrogated during the course of an investigation of a charge or claim of misconduct against an employee, the employee shall be entitled to a representative of the Association as a witness or as an advisor during any interrogation of the employee or meeting with the employee concerning such charge or claim. The employee shall be advised of the nature of the charges at the time of the interrogation. No recording of such proceedings shall be made without notification to the parties. If a recording is made, the other party may request and receive a copy of such recording. In the event the Judiciary brings disciplinary charges the employee or the Association with the employee's written consent shall immediately receive all information in the possession of the Judiciary including statements of persons making the claims, identification of such persons, and all written information regarding the claim. There shall be no presumption of guilt.
- D. An employee shall not be disciplined or punished for acts which were known to the Judiciary more than one year prior to the service of a notice of a disciplinary charge except those which would constitute a crime or

those which involve chronic and/or excessive absenteeism and lateness infractions for which the time period shall be twenty-four (24) months.

- E. Either party may make a verbatim record of such hearing through a certified shorthand reporter, or a tape recording. Such record is to be made at the expense of the party who requests it. However, if both parties want a copy of the transcript, the cost of the transcript and the reporter shall be shared equally. The Association shall have the right to have a representative present at all meetings or hearings regarding discipline unless the employee objects and to receive notice of proposed discipline.
- F. The union steward, and the union officer where reasonable, along with the union designated attorney or non-employee representative, and the employee being disciplined and any necessary non-cumulative witnesses shall have the right to be present at disciplinary hearings with the employee's consent, unless sequestered by the Hearing Officer for good cause.

It is the goal of the parties to have Vicinage officials (union steward) provide representation at minor discipline meetings and hearings. The union steward and union officer and employee being disciplined and witnesses shall also have reasonable amounts of time off without loss of pay to appear at meetings and hearings involving the discipline, provided however, that where meetings are outside of the vicinage in which the discipline is being considered, time off to attend such meetings shall be taken with the consent of the other vicinage, which consent shall not be unreasonably withheld. The union steward and union officer shall have the right to use employee facilities and equipment in this regard, reasonably and subject to availability, with reasonable notice given where appropriate. Disciplinary hearings and meetings shall be held during working hours unless mutually agreed otherwise. The time off shall include necessary travel time. An employee witness at a hearing shall be produced and have time off without loss of pay including travel time to appear at such meeting or hearing, and to be interviewed in preparation therefore.

- G. Any hearing involving discipline shall be conducted and determined by an impartial hearing officer designated in accordance with this Article, who is not personally involved in the facts of the dispute or otherwise involved in a matter which could negatively impact upon such officer's ability to be impartial. The hearing officer shall make findings of fact and an advisory recommendation to the Appointing Authority. A copy of the hearing officer's decision will be sent to the parties simultaneously. The Appointing Authority or designee shall issue a final written determination. The Appointing Authority or designee can accept, reject or modify the hearing officer's decision. If the hearing officer's decision is modified or rejected,

the Appointing Authority or designee shall explain why in the final written documentation.

9.9 Chronic and/or Excessive Absenteeism and Lateness

During the term of this contract, the following procedures, which shall not be unreasonably delayed by either labor or management, shall govern the administration of appropriate discipline involving chronic and/or excessive absenteeism and lateness. All notices and memoranda issued pursuant to this section shall be served on the employee and placed in the employee's personnel file. As part of these procedures the affected employee may file written comments for insertion into the employee's personnel file.

Chronic and/or Excessive Absenteeism and Lateness – If over an extended period of time an employee is chronically and/or excessively absent or late, the supervisor or manager shall issue a Conference Notice requesting a meeting with the employee and a Union representative, unless the employee specifically declines Union representation, to discuss the employee's chronic and/or excessive absenteeism or lateness. Such meeting shall occur within ten (10) business days, unless extended by mutual consent of the parties. Appropriate employee assistance options, or other considerations, such as FMLA, may be a result of this discussion. When appropriate, the manager or supervisor shall issue a Notice of Disciplinary Action. To appeal the Notice of Disciplinary Action, the parties shall proceed in accordance with the above discipline procedures.

ARTICLE 10

GRIEVANCE PROCEDURE

10.1 Grievance Definitions, Procedures and Steps

- A. A grievance is any dispute between the parties concerning the application or interpretation or a claimed breach of the terms of this Agreement (contractual grievance); or
- B. A claimed violation, misinterpretation or misapplication of laws, rules and regulations, administrative decisions, existing policies, orders, letters or memoranda or agreements (but not the December 28, 1994 Letter of Agreement and the statements in the November 20, 1994 letter from Theodore J. Fetter of the Judiciary to David Fox concerning the establishment and implementation of the title of Master Probation Officer), and other matters applicable to the grievant dealing with terms and conditions of employment which are not included in A above (non-contractual grievance).
- C. All grievances are subject to this procedure, except that arbitration shall not be available for non-contractual grievances.
- D. Claims related to substantive determinations concerning discipline and position classifications, and/or any other issues for which there is a contractually established exclusive appeal procedure, shall be processed in accordance with those procedures. However, alleged violations of the contractually established procedures for addressing such claims can be addressed through the grievance procedure.
- E. Grievances alleging workplace violence shall be processed in accordance with Section 10.5.
- F. **Grievance Steps**

1. **Preliminary Procedure:**

A complaint or grievance may be initially presented orally to the Division Manager or his/her designee, and resolved at that level. The procedure is optional and encouraged and must be concluded within five (5) business days. For purposes of this Article, business days shall exclude Saturdays, Sundays, holidays, and other days on which the Division Manager/Designee's or complainant/grievant's office location is closed.

2. Step 1: Trial Court Administrator

A grievance shall be submitted in writing to the Trial Court Administrator or his/her designee; copy to the local Human Resources Manager, within thirty (30) business days from when the grievant knew or should reasonably have known of the action being grieved. Grievances may be submitted by fax, email, or hand delivery; electronic signatures are permissible. For purposes of the Grievance Procedure, an email sent by a Management or Union Representative from their address constitutes an electronic signature. Acknowledgment by management will be sent to the filing party.

A meeting shall be scheduled between the grievant and the Trial Court Administrator or designee within ten (10) business days of receipt of the grievance. Said meeting may include the presentation of documentary evidence and such supporting proofs, including statements (written or oral). A written disposition of the grievance shall be given to the grievant within five (5) business days of the meeting. A copy of the disposition shall be forwarded to the Union and the Chief of Labor and Employee Relations of the Administrative Office of the Courts.

The Union shall be immediately notified by the employer of all written grievances. Union consent is needed to resolve all grievances above Step 1, unless waived by failure to appear after receiving notice of a meeting.

3. Step 2: Counsel's Office/Hearing Officer

If the grievance is not resolved at Step 1 of this procedure, then the Union, or the grievant with the consent of the Union, may, within ten (10) business days of receipt of the disposition of Step 1, or if no disposition or decision has been made, within twenty (20) business days of the presentation of the Step 1 grievance, submit the grievance to the Counsel to the Administrative Director of the AOC.

A hearing shall be scheduled by the Counsel's Office within twenty (20) business days of receipt of the appeal, unless waived by the Union. The Counsel's Office shall assign a hearing officer and shall render a disposition of the grievance within thirty (30) business days after the closing of the record, unless the parties mutually agree to extend this time frame. A copy of the disposition shall be simultaneously forwarded to the Union and the Chief of Labor and Employee Relations of the Administrative Office of the Courts.

4. Step 3: Arbitration

- a. If a contractual grievance is not satisfactorily resolved at Step 2, then the Union shall notify management that it is moving the matter to arbitration within thirty (30) business days from the date the Union received the Step 2 decision, or if no disposition or decision is received within forty-five (45) business days of the final hearing date and/or closing of the record upon fair notification to both sides. Said notification shall be filed with the Counsel's Office. The Union shall be notified by the Counsel's Office of the arbitrator assigned within ten (10) business days of receipt of the notification.
- b. The parties herewith agree upon the following panel of arbitrators: Robert Glasson, Jeffrey Tener, James Mastriani, Joan Parker, Joseph Licata, Susan Osborn, and Joel Weisblatt. This panel may be changed or expanded by agreement between the parties. Each member of the panel shall serve in turn alphabetically as the sole arbitrator for a given case. Where a member of the panel is unable to serve, the next member in sequence shall then serve. If an arbitrator ceases to serve on the panel, the parties shall within twenty (20) days select a replacement for the non-serving arbitrator.

Separate Rotation List: A separate rotation list will be established for consolidated grievances that affect both the PANJ PCR Unit and the PANJ Supervisory Unit. The separate rotation list will consist of the arbitrators common to both units: Robert Glasson, Jeffrey Tener, James Mastriani, Joan Parker, Joseph Licata, Susan Osborn, and Joel Weisblatt. Consolidation of grievances must be mutually agreed-upon by the two units and the Judiciary.

- c. The arbitrator shall conduct a hearing to determine the facts and render a decision in writing to the parties. The arbitrator shall not have the power to add to, subtract from, or modify the provisions of this Agreement or laws of the State, or to determine any dispute involving the exercise of legally non-negotiable management function, and shall confine his/her decision solely to the interpretation and application of this Agreement. The arbitrator shall be confined to the precise issues submitted for arbitration and shall have no authority to determine any other issues not so submitted, and the arbitrator shall not submit observations or opinions which are

not essential in reaching the determination of the issues presented. The award of the arbitrator shall be final and binding consistent with applicable law and this agreement. The fees and expenses of the arbitrator shall be divided equally between the parties. The cost of recording/transcribing the proceeding shall be borne by the party requesting the service, unless the other party requests a copy of the recording/transcription, in which case the cost of the recording/transcription shall be shared equally by the parties.

- d. If a grievance is submitted to arbitration where the Judiciary's position is that the matter is not contractually arbitrable, and the Judiciary has not initiated a court action to enjoin arbitration, the arbitrator shall determine the threshold issue first before conducting a hearing on the merits of the grievance. Notwithstanding the preceding sentence, a scope of negotiations petition may be submitted to the Public Employment Relations Commission no later than sixty (60) days after the request for arbitration in order to determine the lawful negotiability of the grievance.
- e. The arbitrator shall hold the hearing at a time and place convenient to the parties within thirty (30) business days of his acceptance to act as arbitrator and shall issue his decision within thirty (30) business days after the close of the hearing.
- f. Upon written request, the Union and management are mutually obligated to provide discovery within a reasonable period of time but not later than ten (10) days prior to the arbitration hearing subject to control by the arbitrator.

10.2 Grievance Processing

- A. The purpose of this procedure is to secure at the lowest possible level equitable solutions for the problems which may arise from time to time affecting the Judiciary and Judiciary employees.
- B. At each step of the grievance procedure there shall be only one spokesperson for the grievant/union and one spokesperson for management.
- C. The number of days indicated at each level shall be considered the maximum and every effort shall be made to expedite the process. The

time limits specified may be extended by mutual written consent, which shall not be unreasonably denied.

- D. Unless otherwise provided herein, a grievance may be submitted by the Union, or by its designated representative on behalf of the Union or an employee or a group of employees. Where the subject of a grievance suggests it is appropriate, the Union may submit a grievance initially at Step 2, to the Counsel's Office with the written consent of the Chief of Labor and Employee Relations. Consent shall not be unreasonably withheld. A grievance initially submitted at Step 2 shall be submitted within thirty (30) business days from the date of occurrence giving rise to the grievance or within thirty (30) business days of the date the Union reasonably should have known of the action being grieved. Prior to arbitration, a grievance shall be heard at least at the Step 2 hearing level unless such hearing is denied by the Judiciary. Grievances filed with consent at Step 2 shall not be scheduled for a hearing/meeting at Step 1.
- E. To pursue a grievance, the Union and/or grievant shall set forth the Article(s) being violated and the factual basis for the grievance.
- F. An individual employee involved shall be entitled to be present and to use the grievance procedure at Step 1 and at other steps with the consent of the Union and to be represented by the Union in accordance with the provisions hereof. Neither the employee nor the Union shall be coerced, intimidated or suffer any reprisal as a direct or indirect result of the use of the Grievance Procedure or representation during the Grievance Procedure.
- G. Unless otherwise provided herein, a grievant may represent himself/herself throughout this procedure. In such case, the Union shall have the right to be present, to state its views at all steps of the grievance procedure and to receive all dispositions of the grievance.
- H. Nothing in this Agreement shall be construed as compelling the Union to submit a grievance to arbitration or to represent an employee, except as mandated by law. The Union's decision to request the movement of a grievance at Steps 2 and 3 or to terminate the grievance at Steps 2 and 3 shall be final.
- I. The Judiciary and the Union shall, upon request, make available to the other party appropriate and/or reasonable information in its possession which the other party needs to properly process the grievance and shall make this information available promptly.
- J. Grievance decisions at Step 1 shall not constitute a precedent in any arbitration or other proceeding unless there is specific agreement to that

effect made in writing by the Union and by the Chief of Labor and Employee Relations.

- K. The Union may amend a grievance at Step 1 for the purpose of clarification but not to materially alter the nature of the grievance or to include additional issues.
- L. All documents, communications or records dealing with the processing of a grievance shall be filed in a separate Human Resources grievance file and not in the Human Resource personnel file of any of the participants unless they originated in that file.
- M. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations and other necessary documents shall be prepared jointly by the employer and the Union and given an appropriate distribution so as to facilitate operation of the Grievance Procedure. If any section of the grievance form is not applicable to the grievance, the grievant may so indicate on the form.
- N. The burden of proof shall be on the grievant.
- O. The parties at any step of the grievance process may consolidate two or more grievances on the same issue and process them as a group grievance at any step of the grievance process.
- P. Upon request, the filing party, either the Union or the employee, at least five (5) days prior to a scheduled hearing, and management, at least three (3) days prior to a scheduled hearing, shall submit a list of witnesses, grievants, and union representatives scheduled to attend the hearing, a brief summary of their expected testimony and documents to be relied upon in the hearing, to the other party. The parties shall cooperate with each other in the scheduling of hearings to avoid undue disruption of the operation of the Judiciary, and to reasonably control the number of participants. Such cooperation may include good faith efforts by the Association to reduce the number of participants it brings to the hearing.
- Q. If the Union files an unfair labor practice at PERC, the Counsel's Office is the only office authorized to accept service of the charge and should be listed as the Judiciary/Vicinage representative.
- R. Grievance hearings or meetings shall be held during normal working hours unless mutually agreed otherwise. If mutual agreement is reached to hold a grievance meeting or hearing outside of normal working hours, the agreement may include a provision for compensatory time equal to the additional time required, but such time shall not be considered time

worked for the computation of overtime. This time off shall include necessary travel time to the hearing.

- S. The Union Representative, the Union designated attorney or non-employee representative shall have the right to use employer facilities and equipment to investigate grievances and interview witnesses, reasonably and subject to availability, with reasonable notice given where appropriate.

10.3 Time Off for Grievances

- A. Definition: For the purpose of this Section (Section 10.3), "Union Representative" is defined as any employee serving as a PANJ representative other than one who is on full-time union leave.
- B. Categories of paid time off without charge to Union Release Time:
 - 1. Union Representative. Reasonable amounts of time off for investigation, preparation and attendance at all steps of the grievance procedure for one Union Representative, subject to the limitations set forth below. The Union Representative shall obtain approval from his/her VCPO/Division Manager prior to leaving his/her work assignment to engage in such activities. Such approval will not be unreasonably denied. Additional Union Representatives who are not the grievant nor witness will be charged union leave time for engaging in these activities. Notwithstanding the foregoing, when the Judiciary and the Union mutually agree to consolidate separate grievances involving more than one appointing authority to be processed as a single grievance, the Union will be entitled to have one (1) Union Representative from each appointing authority attend all steps of the grievance procedure without loss of pay and without charge to union leave time.
 - 2. Grievant. Reasonable amounts of time off for investigation, preparation and attendance at all steps of the grievance procedure. Notwithstanding this, the Union may limit the right of a specific grievant to be present at any step other than the Preliminary Procedure and Step 1.
 - 3. Witnesses. Any reasonably necessary witnesses shall also have reasonable amounts of time off without loss of pay or charging of Union Release Time to prepare for his/her testimony and appear at meetings or hearings involving the grievance beginning at Step 1. Witnesses from outside of the vicinage in which the grievance is being considered shall be used with the consent of the other vicinage, which consent shall not be unreasonably withheld.

C. Limitations on amount of paid time off without charge to Union Release time:

- 1. President and/or First Vice President. So long as the President and/or First Vice President is not working full time for the Judiciary or is on a full time leave of absence, there are no limitations on his/her time.**
- 2. Travel time for the Union Representative is included in connection with preparation and investigation; however, such investigation and preparation time shall, where appropriate, be by use of the telephone and other electronic forms of communication. Travel time for attendance at grievance proceedings is included for the Union Representative, grievant and reasonably necessary witnesses.**
- 3. Where the Judiciary and Union Representative communicate with each other in connection with grievances, such as for attempts to mutually resolve them, meetings in connection with such time spent shall not be charged to Union Release Time.**
- 4. At the Preliminary Procedure, the Union Representative and the grievant shall have up to one (1) hour of time off without loss of pay to investigate the grievance except for extraordinary situations. If an individual who is not an employee makes the presentation at the Preliminary Procedure meeting, preparation time by the Union Representative, as defined in Section 10.3, paragraph A above, should not duplicate the efforts of such individual.**
- 5. At Step 1, The Union Representative and the grievant shall have up to two (2) hours of time off without loss of pay to investigate the grievance and to interview witnesses for the grievance. If an individual who is not an employee makes the presentation at the Step 1 meeting, preparation time by the Union Representative, as defined in Section 10.3, paragraph A above, should not duplicate the efforts of such individual.**
- 6. If an individual who is not an employee makes the presentation at a Step 2 hearing, preparation time by the Union Representative, as defined in Section 10.3, paragraph A above, should not duplicate the efforts of such individual.**
- 7. If an individual who is not an employee makes the presentation at a Step 3 hearing, preparation time by the Union Representative, as defined in Section 10.3, paragraph A above, should not duplicate the efforts of such individual. In the normal course, there shall not**

be duplication of preparation and investigation used for the Step 2 hearing at the Step 3 hearing.

D. Time off for out of Vicinage attendance

Anything to the contrary notwithstanding, time off for Union Representatives to attend the Preliminary Procedure out of vicinage will be limited and used only in exceptional situations. Time off for Union Representatives to attend Step 1 grievances out of vicinage will also be taken in limited circumstances since the goal of the parties is to have in vicinage representatives afford representation at the Preliminary Procedure and Step 1. Normally attendance by Union Representatives out of vicinage therefore will be at Steps 2 and 3.

10.4 Hearing Officer's Authority

- A. A hearing shall include an opportunity to be heard.
- B. The hearing officer shall have full authority to hear the matter.
- C. The hearing officer shall have the authority to determine whether the subject matter of the grievance is subject to the grievance procedure. If the hearing officer determines that a grievance is not subject to the grievance procedure, he/she must issue a written determination within twenty (20) business days of the filing at Step 2. The determination shall be submitted in writing to the Union and shall include the rationale and reasons.
- D. The determination that a matter is not subject to the grievance procedure shall not adversely affect the Union's ability to move the grievance to arbitration.
- E. The parties may mutually agree that the hearing officer shall decide a grievance based on a stipulation of facts and the parties' respective legal arguments without the need for a full hearing. Except as provided in paragraph 10.4.C above, no motions to dismiss grievances shall be granted without the consent of the parties. Absent mutual agreement to waive the hearing, a hearing will be held.
- F. Except as provided in paragraphs 10.4.C and 10.4.E, a hearing shall include the right to examine and cross examine witnesses; to require the production of relevant records, information and witnesses which shall not be cumulative; and to make a verbatim record at the expense of the party making it.

- G. The hearing officer shall conduct the hearing in a manner which allows the parties separately to fairly present the case and such officer shall not be a witness or party in the proceedings.
- H. If both parties desire a transcript, the cost of the transcript shall be shared equally.

10.5 Grievances alleging workplace violence

- A. Should the Union or an employee file a grievance citing workplace violence, the Judiciary shall refer the matter for investigation by management. The Union agrees to hold a grievance meeting in abeyance for up to thirty (30) calendar days for the completion of a workplace violence investigation.
- B. If a workplace violence complaint is filed separately from a grievance, scheduling a grievance meeting shall similarly be held in abeyance for up to thirty (30) days.

A workplace violence investigation shall determine whether the incident falls under the workplace violence policy, and may also suggest that the matter be referred to the appropriate forum for determination as to whether it constitutes another type of situation requiring remedy.

- C. The employee will receive a notification of determination of the workplace violence complaint within the thirty (30) days noted above. Should the workplace violence investigation not issue a finding within the thirty (30) days the parties shall schedule a Step 1 meeting within ten (10) days following the due date of the investigative report unless the parties mutually agree to extend this time frame.
- D. Should it be required, a Step 2 Hearing shall be scheduled by management in cooperation with the Union no later than ten (10) business days following the receipt by the Union and employee of the findings of the Workplace Violence investigation unless the parties mutually agree to extend this time frame.

ARTICLE 11

TERM OF AGREEMENT

11.1 Terms of Agreement

The term of this Agreement shall be 7/1/12 to 6/30/16.

ARTICLE 12

MANAGEMENT RIGHTS

- 12.1** The Judiciary retains and may exercise all rights, powers, duties, authority and responsibilities conferred upon and vested in it by the Statutes and Constitutions of the State of New Jersey and of the United States of America, applicable court decisions, rules and policies promulgated by the Supreme Court of New Jersey under its rule-making authority, and directives of the Administrative Office of the Courts.
- 12.2** Except as specifically abridged, limited or modified by the terms of this Agreement, all such rights, powers, authority, prerogatives of management and responsibility to promulgate and enforce rules and regulations governing the conduct and the activities of judicial employees are retained by the Judiciary.

ARTICLE 13

NO STRIKE, NO LOCKOUT

- 13.1** The employees and the Union agree not to institute or engage in or support any strike, work stoppage, slowdown or other similar action by employees covered by this Agreement.
- 13.2** No lockout of employees shall be instituted or supported by the Judiciary.

ARTICLE 14

HOLIDAYS

14.1 Notwithstanding prior local practices and/or contractual provisions, Judiciary employees shall be entitled to all legal holidays off as provided by N.J.S.A. 36:1-1. These legal holidays shall include:

New Year's Day	January 1 st
Martin Luther King's Birthday	3 rd Monday in January
Washington's Birthday	3 rd Monday in February
Good Friday	Friday before Easter
Memorial Day	Last Monday in May
Independence Day	July 4 th
Labor Day	1 st Monday in September
Columbus Day	2 nd Monday in October
Election Day	1 st Tuesday after 1 st Monday in November
Veteran's Day	November 11 th
Thanksgiving Day	4 th Thursday in November
Christmas Day	December 25 th

14.2 In the event any of the above holidays fall on a Sunday, they shall be celebrated on the following Monday; in the event they fall on a Saturday, they shall be celebrated on the preceding Friday.

14.3 Any other days declared as holidays or official days off by Proclamation of the Governor or by action of a county authority, when applied to judiciary employees, shall be subject to review and approval by the Chief Justice or the local Assignment Judge.

ARTICLE 15

USE OF AUTOMOBILES AND TRAVEL REGULATIONS

15.1 Judiciary Travel Regulations

Employees' use of automobiles and attendant matters, including meal allowances, shall be governed by the Judiciary Travel Regulations.

15.2 Notice of Any Changes

The Judiciary shall notify the Union of any changes in the Judiciary Travel Regulations and will respond to a request for a meeting by the Union to discuss the changes. Any such meeting that may occur is for the purpose of exchanging information and discussing concerns that may exist, but shall not impact on the right of the Judiciary to implement such changes and shall not create an obligation to negotiate over such changes. To the extent the Union becomes aware of any changes in State Travel Regulation, it will notify the Judiciary of same.

15.3 Overnight Travel

If the Judiciary authorizes two employees to travel and stay overnight in a double room and the employees agree to get each a private room, the Judiciary will reimburse each employee for up to one-half (½) of the amount that the Judiciary would have spent on the double room but not more than the actual cost of the room.

ARTICLE 16

VACATION LEAVE

- 16.1** Vacation leave shall be granted in accordance with the provisions of N.J.A.C. 4A:6-1.2.
- 16.2** Employees covered by this Agreement shall be entitled to the use of such leave as provided in the Judiciary's Leave Policies.
- A. One working day for the initial month of employment if the employee begins work on the 1st through the 8th day of the calendar month, and one-half (1/2) working day if the employee begins work on the 9th through the 23rd day of the month. Thereafter, during the first calendar year of employment, one (1) working day of vacation for each month of employment.
 - B. Twelve (12) working days of vacation from one (1) to five (5) years of service.
 - C. Fifteen (15) working days of vacation from six (6) to twelve (12) years of service.
 - D. Twenty (20) working days of vacation from thirteen (13) to twenty (20) years of service.
 - E. Twenty-five (25) working days of vacation after the twentieth (20) year of service.
- 16.3** An increase in vacation leave shall be granted at the beginning of the calendar year in which the years of service requirement will be met.
- 16.4**
- A. Vacation leave is credited in advance at the beginning of the calendar year in anticipation of continued employment for the full year and may be used on that basis. Vacation allowance must be taken during the calendar year earned unless the appropriate manager determines that it cannot be taken by the employee because of pressure of work or operational requirements.
 - B. Where an employee has an earned vacation balance which has not been previously scheduled as of October 1, at the request of employee the supervisor will meet with the employee to determine a schedule so that no accrued vacation time will be lost.

- 16.5** A maximum of one (1) year vacation leave may be carried forward to the succeeding year.
- 16.6** When the vacation allowance for an employee increases based on the employee's years of service during any calendar year, the additional annual allowance will be given for the entire year.
- 16.7** Vacation leave may be granted and shall be recorded and tracked in one-half (1/2) hour increments.
- 16.8** Under normal circumstances, annual vacation shall be granted only with prior approval of the employee's senior manager or designee. Requests for vacation leave shall be submitted in writing as far in advance as possible, and normally not less than two weeks prior to the vacation leave. Requests that do not conflict with operational needs shall not be unreasonably denied.
- 16.9** The principle of seniority shall govern in the scheduling of vacation periods, provided that adherence to such practice does not impede the proper operation of the work unit as determined by the supervisor or manager.
- 16.10** Intermittent days off without pay other than voluntary furlough or furlough extension days shall be aggregated and considered as continuous leave without pay for calculation of reduced vacation leave credits. When intermittent days off without pay other than voluntary furlough or furlough extension days equal eleven (11) working days, the employee's vacation and sick leave credit shall be reduced by one-half (1/2) of one month's entitlement.
- 16.11** Part-time employees covered by this Agreement shall be entitled to a proportionate amount of paid vacation leave which shall be subject to the above provisions.

ARTICLE 17

ADMINISTRATIVE LEAVE

- 17.1** Administrative leave shall be granted in accordance with the provisions of the Administrative Code. The Administrative Code shall govern in the event of a conflict with this Article.
- 17.2** Full-time employees covered by this Agreement shall be entitled to three (3) days of administrative leave of absence with pay in each calendar year.
- 17.3** Administrative leave may be used for emergencies, observance of religious or other days of celebration, or personal business.
- 17.4** Newly-hired employees shall be granted one-half (½) day of administrative leave after each full calendar month of employment to a maximum of three (3) days during the remainder of the calendar year in which he/she is employed. Thereafter, administrative leaves shall be credited at the beginning of each calendar year.
- 17.5** Administrative leave shall be granted by the appointing authority upon request of the employee and, except in emergencies, leave shall be scheduled with as much notice in advance as possible. Requests that do not conflict with operational needs shall not be unreasonably denied.
- 17.6** Administrative leave may be granted and shall be recorded and tracked in one-half (1/2) hour increments.
- 17.7** Administrative leave shall not accumulate. Unused balances in any calendar year shall be canceled.
- 17.8** Part-time employees covered by this agreement shall be entitled to a proportionate amount of paid administrative leave which shall be subject to the above provisions.

ARTICLE 18

SICK LEAVE

18.1 All sick leave shall be provided pursuant to the provisions of N.J.A.C. 4A:6 and all applicable laws, regulations and policies of the Judiciary of the State of New Jersey. Accordingly, in each full calendar year employees shall be entitled to fifteen (15) days sick leave. The leave is credited in advance at the beginning of the year in anticipation of continued employment for the full year and may be used on the basis and in accordance with N.J.A.C. 4A:6. Such leave not utilized shall be accumulated. New hires shall be entitled to a pro-rata share of sick leave with pay in accordance with the provisions of N.J.A.C. 4A:6.

18.2 Reporting of Sick Leave

- A. An employee shall, by his/her scheduled starting time, notify his/her supervisor or designated contact person of any absence due to illness.
- B. Failure of an employee to supply proper notification to his/her supervisor or designated contact person may result in :
 - 1. Denial of use of sick leave for the absence.
 - 2. Disciplinary action on the basis of abuse of sick leave.

18.3 A. Leave taken pursuant to the New Jersey Family Leave Act, N.J.S.A. 34:11B-1 et seq. and the Federal Family and Medical Leave Act (FMLA) 29 U.S.C. 2601 et seq. shall not subject an employee to disciplinary action. (See N.J.A.C. 4A:6-1.21(A) and (B) for these leave procedures.)

B. Medical information necessary for the proper claiming of medical leave under A, above, shall be kept confidential in accordance with applicable law.

C. In order to maintain the strictest confidentiality, employees who think they may be entitled to Family and/or Medical Leave or any other leave may contact the local Human Resources Division Manager or designee, to make inquiries and/or apply for such leave.

18.4 Paid sick leave may be utilized and shall be recorded and tracked in one-half (1/2) hour increments.

18.5 Unused Sick Leave - Retirement

- A. A permanent employee who enters retirement pursuant to the provisions of a state administered or approved retirement system and has to his or her credit earned and unused accumulated sick leave shall be entitled to receive supplemental compensation for such earned and unused accumulated sick leave.
- B. The supplemental compensation to be paid shall be computed at the rate of one-half ($\frac{1}{2}$) of the eligible employee's daily rate of pay for each day of earned and unused accumulated sick leave based on the average annual compensation received during the last year of his or her employment prior to the effective date of his or her retirement, provided, however, that no such supplemental compensation payment shall exceed \$15,000.00.

18.6 Donated Leave Program

Donated leave for employees shall be governed by the provision of N.J.A.C. 4A:6-1.22.

ARTICLE 19

LAYOFF AND RECALL

19.1 Layoff Procedures

N.J.A.C. 4A:8-1.1 et seq. shall govern the layoff of career service Judicial employees. This Article shall not apply to employees hired on a temporary basis or unclassified employees who are in a probationary period at the time the Judiciary determines to implement a layoff.

19.2 Layoff of Unclassified Employees

- A. A layoff is defined as a removal of an employee from employment due to the elimination of the employee's position as a result of financial constraints or organizational/operational changes.
- B. Whenever and to the extent possible, the Judiciary will identify all available employment opportunities to avoid layoff by transferring, reassigning or offering to demote employees to available vacancies within the Judiciary, and will notify the union of the layoff and the opportunities to avoid the layoff as far in advance as possible.

The Judiciary shall in its sole discretion determine the number of employees to be separated in each job band, or title series within a job band, in each Appointing Authority based on funding available and/or local operational needs.

- C. Each Appointing Authority shall consider the following factors when determining which unclassified employees within a job band shall be laid off:
 - a. Level within a Job Band
 - b. Seniority within the Judiciary
 - c. Disciplinary Action Record

1. Level within a Job Band

Points shall be credited based on the competency level of the employee within the job band, as follows:

Trainee Level	1 point
Basic Level	2 points
Journey Level	3 points
Mastery Level	5 points

The maximum number of points attainable for this category is 5.

2. Seniority with the Judiciary

- a. Points shall be credited based on years of continuous employment with the Judiciary. Employees will receive 2 points for every three years of service at the rate of 2/3 a point for every completed year of service.
- b. Continuous Judiciary service includes years of service on the central budget payroll and in the vicinage trial courts, on the county or State payroll, with no break in service from the Judiciary. It does not include service in the municipal courts if such service was not on the central budget or vicinage's county payroll. It does not include service in other branches of State government.
- c. Voluntary furloughs, all leaves with pay including Sick Leave Injury and approved leaves without pay shall not be deducted from total years of Judiciary service.
- d. Suspensions, other leaves of absence without pay and any period an employee is laid off shall be deducted in calculating total years of Judiciary service.

3. Disciplinary Action Record

Points shall be deducted for the following incidents during the previous three years:

- Each suspension of 5 days or less (minor) - 2 points
- Each suspension of 6 days or more (major) - 3 points

- D. The numerical points for Level within a Job Band and Seniority with the Judiciary shall be added together and reduced by any points assessed for the Disciplinary Action Record to arrive at each employee's total numerical rating of layoff points.

Within the Appointing Authority, employees in the identified job bands or title series shall be laid off in order of their total numerical points. The employee with the lowest total numerical points shall be the first to be laid off. However, in the event of a tie, tie breakers will be applied in the following order:

1. **Seniority with the Judiciary**
An employee with lower points for seniority within the Judiciary shall be laid off before an employee with higher points.
2. **Suspension**
An employee with suspension points shall be the first to be laid off among those with the same total numerical points.
3. **Level within a Job Band**
An employee with lower points for level within a job band shall be laid off before an employee with higher points.

The Appointing Authority shall in its sole discretion determine which employee(s) shall be laid off if, after application of all tie breakers, two or more individuals remain tied and not all must be laid off.

- E. The Judiciary voluntarily agrees to apply the notice provisions applicable under the Administrative Code for employees in career service titles to unclassified employees, except where a different approach may be justified.
- F. Laid off unclassified employees shall have no bumping rights.
- G. Laid off unclassified employees shall be sent electronic copies of all Judiciary job vacancy notices for a period of two years and shall be given due consideration, along with other qualified applicants, if they submit a resume and application for a position and meet the minimum qualifications. The laid-off employee must provide the employer with any change of email address during the two-year time period.
- H. **Appeal of Layoff**

An unclassified employee may file a written appeal based on a claim that the employee's total numerical rating of layoff points was determined and/or applied incorrectly. Such appeals shall be subject to a review of the written record by the Judiciary Review Board with no right to further appeal.

The Judiciary Review Board shall be composed of three members: a Senior Manager selected by the Judiciary, a union official selected by the Union and a neutral third party. The Judiciary Review Board shall be chaired by the neutral third party who shall serve for a one year period, which may be renewed by mutual agreement between the parties. The Union and the Judiciary will mutually agree upon a neutral third party who will serve as the chair and the Judiciary and the Union will each pay one-half of any compensation for the neutral third party's time.

Appeals shall be filed within seven (7) days of receipt of the final notice of layoff. Appeals must specify what determination is being appealed, the reason or reasons for the appeal and the relief requested.

The employee shall have the burden of proof to establish that management's determination of the employee's total numerical rating of layoff points was incorrect or was applied incorrectly.

19.3 This article is neither grievable nor arbitrable under Article 10 of this agreement.

ARTICLE 20

LEAVE OF ABSENCE

- 20.1** Employees in the classified service will be provided with unpaid leaves of absence in accordance with the New Jersey Administrative Code, including N.J.A.C. 4A:6-1.10.
- 20.2** Employees in the unclassified service will be provided with unpaid leaves of absence in the same manner as for employees in the classified service, and such leave may be extended beyond one (1) year for exceptional situations upon request at the discretion of the appointing authority.
- 20.3** All unpaid leaves of absence shall be inclusive of all unpaid leave entitlement including family leave as provided by the New Jersey Family Leave Act (N.J.S.A. 34:11B-1 et seq.) and the Federal Family and Medical Leave Act (29 U.S.C. §2601 et seq.).
- 20.4** Employees in the classified service shall be entitled to unpaid leaves of absence that shall not exceed a period of one (1) year. A leave may be extended beyond one (1) year for exceptional situations upon request which is subject to review by the appointing authority and final written approval by the Civil Service Commission.

ARTICLE 21

PERSONNEL FILES

21.1 Maintenance of Files

- A. The Judiciary shall maintain a personnel file on each employee which shall be maintained in the local Human Resources Office. In the event that more than one file is kept, the employee shall be informed of the whereabouts of the files.
- B. No document of an anonymous nature may be inserted into the file.

21.2 Copies to the Employee

A copy of any document, other than routine personnel matters, that is placed in a file shall be given to the employee.

21.3 Right to Review File

Upon reasonable notice, an employee may inspect the contents of his/her official personnel files. The Judiciary has the right to have such inspection take place in the presence of an appropriate official.

21.4 Confidentiality

The contents of the file shall be maintained on a confidential basis and manner in accordance with existing Judiciary policy and practice.

ARTICLE 22

WORK ASSIGNMENTS

22.1 Filling of Positions

- A. Whenever an unclassified position within the negotiations unit becomes vacant and management intends to fill the position, a notice of vacancy shall be posted, except that posting is not required if the position is filled through lateral transfer.
- B. Whenever a career service position at the entry level of a band within the negotiations unit becomes vacant and management intends to fill the position, the position will be filled in accordance Civil Service Commission rules and regulations and with the posting of a notice of vacancy.
- C. Whenever a career service position at other than the entry level of a band within the negotiations unit becomes vacant and management intends to fill the position, the position will be filled either through the posting of the notice of vacancy for an advancement opportunity or in accordance with Civil Service Commission rules and regulations.
- D. All notices of vacancy shall be posted at all Judiciary work locations except where an attrition program or career service unit scope necessitates an internal posting open only to the employees of the appointing authority. Where Infonet access is available, notices of vacancy are not required to be posted on bulletin boards.
- E. The Union shall be given a copy of all postings electronically.
- F. Following the closing date of the posting, positions that will be filled shall be filled with qualified individuals.

22.2 Seniority

Filling of bargaining-unit positions within and outside this unit may be made taking seniority into account among other qualifications.

22.3 Non-Arbitrability

The provisions of sections 22.1 and 22.2 are subject to the grievance procedure but not subject to the arbitration provisions thereof.

22.4 Probationary Period

Employees hired into the bargaining unit from outside of the Judiciary into unclassified positions shall have a probationary period of four months, with the option of a two-month extension.

ARTICLE 23

PERFORMANCE ADVISORY SYSTEM

23.1 General Provisions

The Probation Association of New Jersey and the Judiciary are committed to creating a world-class court system and to providing the citizens of New Jersey the highest and most efficient delivery of services in this court system. In order to foster a work environment that promotes these objectives and that ensures a continuing and productive dialogue between the supervisor and employee, the parties agree to the following provisions of a performance advisory system:

- A. The performance advisory system and form will not include grades or performance ratings or rankings.
- B. All employees will have the same performance advisory period.
- C. A mid-year performance advisory meeting and an annual performance advisory meeting will occur each year. These meetings will be face-to-face between the employee and his/her supervisor.
- D. A uniform performance advisory form will be utilized for all employees covered by this agreement. This form is subject to change by the Judiciary upon 60 days notice to the Union, provided that any such change will relate to the Performance Advisory System and will not be in conflict with the provisions of this Article. In the event the Judiciary receives comments from the Union concerning the proposed changes within 45 days of notice, the Judiciary will consider these comments prior to issuing the revised form.
- E. There will be a section of the form that will be for the employee's comments. The employee's signature on the performance advisory form shall indicate that the employee has seen the completed form. The employee will be provided with a copy of the signed form at each review. Electronic signatures are permissible.
- F. Employees may not utilize the grievance procedure to challenge the specific content of the completed performance advisory form. However, an employee who believes that the specific content of the completed performance advisory form does not accurately reflect the employee's work may request a meeting with the next level of management that is above the employee's immediate supervisor. A meeting will be scheduled where the employee may make known his/her concerns to the higher-level

manager, and the manager may request that the immediate supervisor attend such meeting. If appropriate, the parties may discuss possible resolution of such concerns. This meeting is not, however, to be considered an appeal or grievance and the union steward will be present only in exceptional circumstances.

If the employee is still not satisfied after having the above-described meeting, then the employee may ask the Union, in its discretion, to bring the matter to the attention of the Labor and Employee Relations Unit of the AOC. If the Union determines that the matter warrants discussion with the Labor and Employee Relations Unit, a representative of the Union and a representative of the Labor and Employee Relations Unit shall meet to discuss these concerns.

- G. To the extent that there is a claimed violation of the specific procedures of this Article, the non-contractual grievance procedure is available to resolve the dispute. No disputes of any kind concerning this Article shall be subject to arbitration.

ARTICLE 24

SAVINGS AND SEPARABILITY

24.1 Separability

If any provisions of this agreement are declared to be invalid or restrained by any operation of law or any tribunal of competent jurisdiction, the remainder of this agreement shall not be affected thereby.

24.2 Savings

If any provisions of this agreement are severed or restrained in accordance with Section 24.1, the parties, upon the request of either party, shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement.

ARTICLE 25

HEALTH AND SAFETY

25.1 Maintenance of the Workplace

- A. The Judiciary shall continue to make reasonable provisions for the safety and health of its employees during the hours of their employment. The Judiciary will discharge its responsibility for the development and enforcement of occupational safety and health standards to provide a safe and healthful environment in accordance with PEOSHA and any other applicable statutes, regulations or guidelines outlined in the New Jersey Administrative Code which pertains to health and safety matters. The Judiciary will provide a reasonably safe and healthful place of employment for all employees.
- B. The parties agree to cooperate in maintaining and improving safe working conditions and health protection for the employees consistent with established safety standards and in the promotion of safety, safe working habits and good housekeeping throughout the work environment. Where reasonably possible, each employee will comply with all safety rules and regulations.

25.2 Safety Vests

The Judiciary will provide fitted safety vests (e.g., gender specific S, M, L, etc) to employees performing field work, regardless of division, consistent with the approved protocol established for the use of the vests. Initial replacement of any vests in accordance with the protocol will occur within one and a half (1 1/2) years of ratification of this agreement, absent circumstances outside the Judiciary's control.

25.3 Safety Subcommittee of the Conference of Chief Probation Officers

The safety subcommittee will discuss and make recommendations regarding field safety and training, among other issues as determined by the Conference of Chief Probation Officers. Minutes from the meetings of the safety subcommittee will be provided to the PANJ President. PANJ may suggest the names of some participants on the safety subcommittee, but final selection of members is solely at management's discretion.

ARTICLE 26

POSITION CLASSIFICATION

26.1 Classification Review

- A. An employee covered by this agreement who disagrees with his/her job classification may request a review of his/her band assignment and/or level assignment within a band by completing the Judiciary's Reclassification Request Form. Upon receipt of a Reclassification Request Form from an employee, the AOC will send a letter stating that it has received the form and that, if appropriate based upon the additional identified duties, the employee will be scheduled within thirty (30) days to complete the Job Information Questionnaire (JIQ) on the first mutually agreeable date. The employee's supervisor will also be scheduled within thirty (30) calendar days to complete the JIQ on the first mutually agreeable date. The employee and the employee's supervisor may be scheduled to complete the JIQ on the same date and in the same location; however, each will complete the JIQ independently and without collaboration.

An employee who fails to appear for the administration of the JIQ, or who fails to give notice of the need to reschedule the administration date, will be considered to have abandoned the request for a reclassification review.

- B. The Judiciary retains the right to direct an employee to submit to the JIQ process.
- C. After an employee and the employee's immediate supervisor complete the JIQ, the AOC's Classification Section will analyze the responses to the JIQ within a reasonable time period, depending on workload, but not to exceed sixty (60) days. Thereafter, the senior manager, the supervisor and the employee will be notified in writing of the result. This letter will also inform the employee that if she/he is not satisfied with the outcome of the classification request, she/he may file a written appeal within twenty (20) calendar days.
- D. Upon a classification determination that higher level duties are being performed the higher level duties shall be immediately removed. The employee will receive the higher level pay retroactive to the pay period immediately after fourteen (14) days from the date the local Human Resources Office received the Reclassification Request Form until the date the higher level duties are relinquished. If management chooses to

upgrade, the position will be posted within the affected appointing authority and open to competition for selection.

- E. A classification review, whether initiated by the employee or the Judiciary, is governed exclusively by the provisions of this article and is not subject to the contractual grievance procedure in Article 10.

26.2 Appeal of a Classification Determination

- A. Career Service employees may appeal the
 - 1. band assignment to the Civil Service Commission.
 - 2. level within the assigned band to the Classification Review Board.
 - 3. level within the assigned band after the CSC determines that a different band is appropriate to the Classification Review Board.
- B. An unclassified employee who has had a classification determination completed by the Administrative Office of the Courts Classification Section and is unsatisfied with the result may submit the appeal in writing to the Classification Review Board.
- C. An appeal of a classification determination is governed exclusively by the provisions of this article and is not subject to the contractual grievance procedure in Article 10.

26.3 The Classification Review Board

- A. The Classification Review Board shall be composed of three members: one Senior Manager selected by the Judiciary, one Union Official selected by the Union and one Subject Matter Expert (SME) mutually selected by the other two members. The Classification Review Board shall be chaired by the neutral third party, who shall serve for a one year period, which may be renewed by mutual agreement between the parties. The Union and the Judiciary will mutually agree upon the neutral third party who will serve as the chair, and the Judiciary and the Union will each pay one-half of any compensation for the SME's time.
- B. The Classification Review Board shall meet monthly, or as needed, to consider and decide classification appeals regarding the level within the band for career service staff and the band and/or level for unclassified staff. The decision of the Classification Review Board shall be the final determination, except that management reserves the right to remove higher-level tasks/duties in the event the appeal decision indicates upward

classification is warranted. No other appeal, in any forum, be it contractual (i.e. grievance or arbitration), judicial or administrative, is permitted.

26.4 Assignment, Notification and Explanation

In the event the Classification Review Board determines that a career service position is at a new level within the band or an unclassified position is at a new band or level within the band, the higher level duties must be relinquished immediately upon finalization of the title determination. The appellant will receive the higher level pay retroactive to the pay period immediately after fourteen (14) days from the date the local Human Resources Office received the Reclassification Request Form until the date the higher level duties are relinquished. If management chooses to upgrade, the position will be posted within the affected appointing authority and open to competition for selection. If management does not choose to upgrade, the duties at issue shall be assigned to an individual in the higher title, not the lower title which was performing the duties.

26.5 Miscellaneous

Disputes alleging preservation of unit work claims shall be resolved by appropriate petition to the Public Employment Relations Commission (PERC), and not the grievance and arbitration procedure of Article 10.

ARTICLE 27

MAINTENANCE AND TERMS AND CONDITIONS OF EMPLOYMENT

Unless specifically altered by this Agreement, existing practices, as well as the Letter of Agreement entered into between the Judiciary and its employee representatives on December 28, 1994, shall remain unchanged.

ARTICLE 28

DAMAGE TO PERSONAL PROPERTY

Judiciary employees may seek reimbursement from the State of New Jersey Judiciary for damages incurred to personal property in the course of work.

The submission of claims and the payment of same shall be in accordance with State of New Jersey, Judiciary Policy and Procedure on Reimbursement for Damage to Personal Property.

For the term of this contract, the maximum reimbursement amount shall remain at \$2000.00 per individual per incident.

ARTICLE 29

COPIES OF CONTRACT

The Judiciary will make arrangements to print the Collective Negotiations Agreement and will make copies available to the Association for the cost of printing. The Association shall advise the Judiciary in advance of the number of copies that the Association may require of the Agreement.

ARTICLE 30

EMPLOYEES WHO LEAVE AND RETURN TO JUDICIARY SERVICE

- 30.1** A. A career service/classified employee who attains permanent status which currently requires satisfactory completion of a working test period of four (4) months that may be extended to six (6) months and who resigns in good standing or retires from the Judiciary service and seeks to return to employment with the Judiciary, must make application to be placed on the regular re-employment list pursuant to N.J.A.C. 4A:4-7.10 for the provisions of this Article to be applicable.
- B. An unclassified employee who resigns in good standing or retires from Judiciary service and seeks to return to employment with the Judiciary may notify the local Human Resources Office of their previous Appointing Authority of their interest in returning to Judiciary employment.
- C. Re-employment action in accordance with this Article relieves management from the normal recruitment procedures as set forth in Article 22, Work Assignments.
- D. The foregoing requests must be made and the employee rehired within three years of the date of leaving the Judiciary.
- 30.2** Management retains the discretion, subject to the requirements of Chapter 4 (Selection and Appointment) of N.J.A.C. 4A for career service/classified employees, to rehire bargaining unit employees who resign in good standing or retire from the Judiciary service. Except as hereinafter set forth applicants who are re-employed shall be treated as new employees.
- 30.3** If an employee is rehired within 270 calendar days from the date of his/her last day in pay status, the employee will be paid the same salary he or she was earning at the time of the employee's separation from Judiciary service.
- 30.4** Employees rehired beyond the 270 calendar days will be paid pursuant to the terms of the collective negotiations agreement.
- 30.5** Salary increments for rehired employees will be covered by the collective negotiations agreement.
- 30.6** The foregoing provisions do not apply to employees who have not "left" the Judiciary, including but not limited to employees who may be on a leave of absence, including Association officials who may be on an authorized leave for

Association activities. Those employees are subject to other provisions of this Agreement or to other requirements and provisions of the Civil Service Commission, New Jersey State Law or the New Jersey Administrative Code, and not subject to the provisions of this Article.

- 30.7** The provisions of this Article are subject to neither substantive or procedural grievances nor arbitration as outlined in Article 10 except for grievances that may arise concerning compensation obligations set forth in paragraph 30.3, 30.4 and 30.5 upon return to Judiciary service. Appeals to the Civil Service Commission shall be available as outlined in Chapter 4, N.J.A.C. 4A.
- 30.8** Effective March 4, 2003, an employee who has had prior years of service with the State of New Jersey Judiciary in the title of Probation Officer and is later rehired as a Probation Officer will have those prior years of service in the Probation Officer title considered for the purpose of determining eligibility for advancement to the title of Senior Probation Officer or Master Probation Officer, provided that 1) the employee previously resigned in good standing; 2) the employee has completed one full year of re-employment upon his/her return to Judiciary service; 3) the employee possesses the total years of service in the Probation Officer title required for advancement inclusive of prior years of service herewith credited for advancement; and 4) the employee has demonstrated the competencies necessary for advancement since their rehire. The decision to rehire a Probation Officer is solely within the Judiciary's discretion. "Years of service" excludes any time the employee was not in pay status on the Judiciary payroll and includes only time actually worked in the Probation Officer title. "Years of service" in any title other than Probation Officer will not be credited regardless of the functions actually performed. The employee will not be credited with the prior service for any purpose (e.g., vacation leave, length of service, seniority) other than advancement from Probation Officer to Senior Probation Officer or Master Probation Officer. This provision is not retroactive in its application.
- 30.9** The Administrative Code shall govern in the event there is a conflict with the provisions of this Article.

ARTICLE 31

VOLUNTARY TRANSFER OR RE-ASSIGNMENT POLICY

INTER-VICINAGE TRANSFERS

Basic-Level Positions

An employee in a basic-level career service position with at least one year of permanent service in title may apply for a transfer to another vicinage. The transfer shall require the consent of the Trial Court Administrators of both the sending and the receiving vicinages.

Higher-Level Positions

An employee in a journey or master-level career service position who has successfully completed the probationary period in title may apply for a transfer to another vicinage. The transfer shall require the consent of the Trial Court Administrators of both the sending and the receiving vicinages. The vicinage to which an application is made may at its discretion continue to use vicinage-based advancements or consider the transfer applicant.

RE-ASSIGNMENTS

An employee in a basic-level career service position with at least one year of permanent service in title or an employee in a higher-level career service position who has successfully completed the probationary period in title may apply for a re-assignment to another county within the vicinage or to another division within the county or vicinage. The re-assignment shall require the consent of the Trial Court Administrator. Each re-assignment of an employee within the probation series requires a minimum four-month waiting period before another re-assignment request will be considered. Consideration shall be given to existing employees who are qualified for vacant positions.

PROCEDURES ON RE-ASSIGNMENT AND TRANSFERS

An employee who desires to transfer to another vicinage must put the request in writing to the Trial Court Administrators of both the sending and the receiving vicinages using the Judiciary transfer form. An employee who desires to be re-assigned to another division or county within the vicinage must put the request in writing to the vicinage Trial Court Administrator. The request will be effective for six (6) months and may be renewed by the employee in writing for additional six (6) month periods. Employees who request transfers or re-assignments may include in their written request the reason they are seeking a transfer or re-assignment. Whenever management intends to fill a vacant career service position, management shall check the above-described request file and let the local hiring manager know of the request. It is understood that transfers and re-assignments are at management's discretion and as such the provisions of this Article are not subject to the grievance or arbitration procedures in Article 10.

ARTICLE 32

IDENTIFICATION CARDS

Each employee who is a Probation Officer or in another title in the unit shall be issued an identification card clearly identifying that employee as working for the Judiciary as a Probation Officer or other title.

ARTICLE 33

EMERGENCY CLOSINGS AND SPECIAL OBSERVATIONS

33.1 Essential Employees

Every employee designated as "essential," shall receive notice of such designation each year, by October 31, in accordance with N.J.A.C. 4A:6-2. Notice of such designations will also be provided to the Union.

33.2 Inclement Weather and Other Emergency Closings

- A. The release of employees, by the Chief Justice or designee, from the workplace due to inclement weather or other emergencies shall not result in a loss of earnings for the hours of release time, however, employees on leave at the time shall not have their leave credit adjusted.
- B. The Judiciary shall make reasonable efforts to maintain on its web site up to date closings information (to include individual courthouses and ancillary work sites).

33.3 Special Observations

Whenever the Chief Justice declares a special observation of an event of State or national concern, and/or time off for all employees (such as a day preceding or following an existing holiday) and authorizes time off to employees of the Judiciary for the observation of such event, those employees who are required to work during the period of the authorized time off shall be granted monetary compensation or compensatory time off, at management's choice, equivalent to the authorized time off for that category of work week (e.g. seven (7) hours for thirty-five (35) hour employees or eight (8) hours for forty (40) hour employees).

ARTICLE 34

EDUCATION AND TRAINING

A. The Judiciary may establish an Education/Training Fund in a fiscal year and shall have allocated to it an amount to be determined by the Judiciary. The approval process to participate in this program will be at management's discretion.

B. Conference Time Off

Time off with pay will be granted for employees in the unit to attend the annual training conference of the Association which usually takes place in Atlantic City, subject to management's discretion regarding operational needs and staffing requirements. Normally, this conference extends for two working days. In addition to the foregoing, Association representatives shall, collectively, have a total of ten (10) days off with pay in connection with preparation for the conference. The Judiciary and the Association shall, during the term of this Agreement, continue to cooperate in support of the conferences. Employees attending this conference shall not be entitled to overtime or compensatory time payments while attending said conference.

IN WITNESS to this Agreement, the parties have caused their duly authorized representatives to affix their signatures hereto this 24th day of February, 2016.

FOR THE JUDICIARY OF THE STATE OF NEW JERSEY

John A. Gal

Joseph M. [unclear]

William [unclear]

Phonda [unclear]

FOR THE PROBATION ASSOCIATION OF NEW JERSEY (PANJ) PROFESSIONAL CASE RELATED UNIT

[Signature]

Ellen [unclear]

[Signature]

John M. [unclear]

[Signature]

[Signature]

Bridgett [unclear]

[Signature]

[Signature]

Glenn [unclear]

Kevin A. Lewis Jr.

[Signature]

Nelson Campbell

**APPENDIX A
PROBATION ASSOCIATION OF NEW JERSEY
PROFESSIONAL CASE RELATED UNIT**

PROBATION ASSOCIATION OF NEW JERSEY PROFESSIONAL CASE RELATED UNIT					
Title	Minimum	Employees Hired Before 10/31/2015		Employees Hired On or After 10/31/2015	
		Maximum 1	Maximum 2	Maximum 1	Maximum 2
Probation Officer	\$44,914.80	\$76,395.30	\$78,916.35	\$73,339.49	\$75,759.70
Senior Probation Officer	\$53,445.74	\$90,418.31	\$93,402.11	\$84,360.28	\$87,144.17
Substance Abuse Evaluator	\$53,445.74	\$90,418.31	\$93,402.11	\$84,360.28	\$87,144.17
Family Court Coordinator	\$53,445.74	\$90,418.31	\$93,402.11	N/A	N/A
Master Probation Officer	\$59,318.90	\$95,830.68	\$98,993.08	\$91,039.15	\$94,043.43

APPENDIX B

This unit includes the following titles:

Probation Officer
Senior Probation Officer
Master Probation Officer
Substance Abuse Evaluator
Family Court Coordinator
Assistant Child Placement Review Coordinator
Bilingual Community Outreach Worker