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FOR DISCUSSION PURPOSES ONLY

MEMORANDUM OF AGREEMENT
 Between
THE NEW JERSEY JUDICIARY ("JUDICIARY")
 And
THE PROBATION ASSOCIATION OF NEW JERSEY ("PANJ")
CASE-RELATED PROFESSIONAL UNIT

The existing collective bargaining agreement between the New Jersey Judiciary ("Judiciary") and the Probation Association of New Jersey ("PANJ") the Case-Related Professional Unit (7/1/04 – 6/30/08) shall continue in all respects except as modified below:

1. The duration of the collective bargaining agreement shall be from July 1, 2008 to June 30, 2012.

2. Subject to the State Legislature enacting appropriations of funds for these specific purposes, and within a reasonable time after enactment of the appropriations, across-the-board increases (ATB's) shall be effective upon execution of this agreement and applied to eligible employees at or under the maximum 1 salary. Additionally, the minimums and maximums for each salary range shall be increased by this percentage on this effective date:

First full pay period July 2008	3.0%
First full pay period July 2009	3.0%
First full pay period July 2010	3.5%
First full pay period July 2011	<u>3.5%</u>
	13%

3. The maximum of the salary range for the Basic Level Probation Officer title will be increased by \$3,500.00 effective February 1, 2009.

4. Effective upon execution of this agreement and continuing through the term of the agreement, eligible employees shall be eligible for health benefits pursuant to the State Health Benefits Plan under the new terms and conditions as revised in 2007-2008, including, but not limited to, the new health benefit plans, co-payments, prescription drugs and retiree health benefits. Eligible employees will contribute 1.5% of their annual base salary towards their health benefit premium, regardless of which health plan or level of coverage they choose, effective the first full pay period of July 2008.

5. Effective 7/1/08, the salary progression payable effective pay period 2 of each calendar year for eligible employees, shall be 4.0%, or up to the maximum of the salary range, whichever is less. This shall be in addition to the salary adjustment outlined above. An employee will be advanced to Maximum 2 (+3.3%) in pay period 2 of the calendar year following the date the employee completes 24 full calendar months of employment in his/her job title at the maximum salary. To the extent that employees may have already received a 4.15% salary progression in January 2009, that amount will be adjusted to 4.0% consistent with this agreement and any overpayments as a result will be recouped or set off by the ATB.

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6. The following articles shall be amended, per the attached:

- Article 7 Salary and Wages
- Article 8 Health benefits, Prescription Drug, and Vision Care Program
- Article 10 Grievance Procedure
- Article 33 Emergency Closings and Special Observations
- Side Letter #2 Education and Training

7. Article 5 Hours of Work and Overtime, section 5.1(b) shall be amended as follows:

(b) ~~Flex Time and Alternate Workweeks~~ Flexible Work Arrangements

1. The Judiciary may permit flex-time, job sharing, telecommuting and/or alternate workweek schedules to accommodate operational and/or employee needs, provided participation by employees is voluntary. The Judiciary may limit participation in an alternative workweek program to selected groups of job titles, work units and/or work locations to accommodate work units' and/or work locations' operational needs.

2. Flexible work schedules will be subject to change if the Judiciary determines it to be necessary. With 30 days notice to the employees and the Union, the Judiciary may eliminate, or, with the employee's permission, amend flex-time, job sharing, telecommuting or alternate workweek.

~~3. The Judiciary shall establish a labor management "Work-Life" Task Force and designate a Work-Life Coordinator. The objective of this task force is to identify flexible work arrangements that are feasible and enhance service to the public. The Work-Life Coordinator shall be staff to the task force and will be responsible for identifying and assisting in the implementation of or facilitation of appropriate work life arrangements. The Work-Life Task Force shall be comprised of equal numbers of labor~~

~~and management representatives not exceeding three each except upon mutual agreement. The Work Life Task Force shall issue an advisory report to the Administrative Director along with recommendations by June 30, 2006.~~

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8. Upon request by PANJ, and effective upon completion of negotiations regarding specific procedures to be applied, the following pilot will replace procedures for minor discipline other than written reprimands contained in Article 9 Discipline for the duration of the pilot.

Advisory Arbitration

Employees may, through the Union, appeal minor discipline that includes suspension to advisory arbitration on a pilot basis for the term of the contract. The pilot shall be reviewed by the parties annually to make any adjustments designed to improve the fairness and efficiency of the process. It is the intention of the parties to implement advisory arbitration of minor discipline not later than January 1, 2010. Negotiations shall continue with respect to the specific procedures for implementation of the pilot. The provisions shall include:

- (a) Only the Administrative Director (or designee) will have the authority to overturn a decision.
- (b) A local hearing will be held before an individual with the authority to make the decision.
- (c) The charges will be served on the employee and union representative, along with all of the available documentary evidence on which the proposed charges are based, within 90 days of management learning of the incident and gathering of the evidence needed to proceed.
- (d) The costs will be borne equally by both parties.
- (e) Arbitration is in lieu of an AOC Hearing.

9. Either party may request a re-opener with respect to the day after Thanksgiving and/or Lincoln's Birthday.

10. Only Side Letter #2 will be attached to the new agreement. Side Letter #2 will be re-numbered as Side Letter #1.

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of Agreement, their actions as stated above shall be deemed without prejudice to their positions and shall not be considered an admission on any issue in any future proceeding.

16. The parties hereto agree to recommend ratification/approval of this Memorandum of Agreement and resulting collective bargaining agreement.

FOR THE PANJ:

AA BT

FOR THE JUDICIARY:

Dated:

21/10/09

Dated:

DEC 2/10/09

FOR DISCUSSION PURPOSES ONLY

MEMORANDUM OF AGREEMENT

Between

THE NEW JERSEY JUDICIARY ("JUDICIARY")

And

**THE PROBATION ASSOCIATION OF NEW JERSEY ("PANJ")
CASE-RELATED PROFESSIONAL UNIT**

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First full pay period July 2009	3.0%
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3. The maximum of the salary range for the Basic Level Probation Officer title will be increased by \$3,500.00 effective February 1, 2009.

4. Effective upon execution of this agreement and continuing through the term of the agreement, eligible employees shall be eligible for health benefits pursuant to the State Health Benefits Plan under the new terms and conditions as revised in 2007-2008, including, but not limited to, the new health benefit plans, co-payments, prescription drugs and retiree health benefits. Eligible employees will contribute 1.5% of their annual base salary towards their health benefit premium, regardless of which health plan or level of coverage they choose, effective the first full pay period of July 2008.

DEC 2/10/09

5. Effective 7/1/08, the salary progression payable effective pay period 2 of each calendar year for eligible employees, shall be 4.0%, or up to the maximum of the salary range, whichever is less. This shall be in addition to the salary adjustment outlined above. An employee will be advanced to Maximum 2 (+3.3%) in pay period 2 of the calendar year following the date the employee completes 24 full calendar months of employment in his/her job title at the maximum salary. To the extent that employees may have already received a 4.15% salary progression in January 2009, that amount will be adjusted to 4.0% consistent with this agreement and any overpayments as a result will be recouped or set off by the ATB.

6. The following articles shall be amended, per the attached:

Article 7 Salary and Wages

Article 8 Health benefits, Prescription Drug, and Vision Care Program

Article 10 Grievance Procedure

Article 33 Emergency Closings and Special Observations

Side Letter #2 Education and Training

7. Article 5 Hours of Work and Overtime, section 5.1(b) shall be amended as follows:

(b) ~~Flex-Time and Alternate Workweeks~~ Flexible Work Arrangements

1. The Judiciary may permit flex-time, job sharing, telecommuting and/or alternate workweek schedules to accommodate operational and/or employee needs, provided participation by employees is voluntary. The Judiciary may limit participation in an alternative workweek program to selected groups of job titles, work units and/or work locations to accommodate work units' and/or work locations' operational needs.

2. Flexible work schedules will be subject to change if the Judiciary determines it to be necessary. With 30 days notice to the employees and the Union, the Judiciary may eliminate, or, with the employee's permission, amend flex-time, job sharing, telecommuting or alternate workweek.

~~3. The Judiciary shall establish a labor-management "Work-Life" Task Force and designate a Work-Life Coordinator. The objective of this task force is to identify flexible work arrangements that are feasible and enhance service to the public. The Work-Life Coordinator shall be staff to the task force and will be responsible for identifying and assisting in the implementation of or facilitation of appropriate work-life arrangements. The Work-Life Task Force shall be comprised of equal numbers of labor~~

DEC 2/10/09

~~and management representatives not exceeding three each except upon mutual agreement. The Work-Life Task Force shall issue an advisory report to the Administrative Director along with recommendations by June 30, 2006.~~

8. Upon request by PANJ, and effective upon completion of negotiations regarding specific procedures to be applied, the following pilot will replace procedures for minor discipline other than written reprimands contained in Article 9 Discipline for the duration of the pilot.

Advisory Arbitration

Employees may, through the Union, appeal minor discipline that includes suspension to advisory arbitration on a pilot basis for the term of the contract. The pilot shall be reviewed by the parties annually to make any adjustments designed to improve the fairness and efficiency of the process. It is the intention of the parties to implement advisory arbitration of minor discipline not later than January 1, 2010. Negotiations shall continue with respect to the specific procedures for implementation of the pilot. The provisions shall include:

- (a) Only the Administrative Director (or designee) will have the authority to overturn a decision.
- (b) A local hearing will be held before an individual with the authority to make the decision.
- (c) The charges will be served on the employee and union representative, along with all of the available documentary evidence on which the proposed charges are based, within 90 days of management learning of the incident and gathering of the evidence needed to proceed.
- (d) The costs will be borne equally by both parties.
- (e) Arbitration is in lieu of an AOC Hearing.

9. Either party may request a re-opener with respect to the day after Thanksgiving and/or Lincoln's Birthday.

10. Only Side Letter #2 will be attached to the new agreement. Side Letter #2 will be re-numbered as Side Letter #1.

DEC 2/10/09

11. Where the parties dispute the legality of any additional provisions such as the Hours of Work Article, such provision will be open to further negotiations between the parties for a period of 6 months from execution of this agreement. Where resolution cannot be reached between the parties, either party may petition the appropriate entity(ies) with jurisdiction over the matter(s) in dispute for resolution (e.g., PERC, NJDOP, etc.).

12. The parties agree that automatic competency based advancement will be eliminated for all employees hired into the Probation Officer title on or after February 1, 2009. Employees hired as Probation Officers before February 1, 2009 will be qualified for automatic competency based advancement provided they meet the competencies, have 5 years of service as a Probation Officer, and do not have serious criminal or disciplinary charges against them. These advancement provisions are in the attached revised Article 7.

13. Regarding advancement from Probation Officer to Senior Probation Officer the parties agree that the Judiciary has the unilateral right to take the following actions:
 - (A) Change the competencies required for advancement for those probation officers hired on or after February 1, 2009;
 - (B) Require a manager to sign off that the competencies for advancement have been met;
 - (C) Determine the date when an employee will be evaluated to see whether competencies have been met and maintained in order to be advanced;
 - (D) Determine whether advancements of probation officers hired on or after February 1, 2009, will be made based on need and/or vacancy and for which funding is available. Management may select from employees within the qualified pool for the level of the position.
 - (E) Notification shall be given to PANJ of the Judiciary's specific plans when promulgated and before implemented in connection with Paragraphs A, B, C, and D above so that PANJ will have the opportunity to comment and react to such plans with its input.

14. PANJ agrees that it will withdraw with prejudice the Unfair Labor Practice charges, including but not limited to docket numbers CO-2009-227 and CO-2009-228. PANJ also agrees to dismiss with prejudice the following matter: CO-ARB-006-07 (Gr-13-0305-06) Hours of Work/ Monmouth.

15. It is understood and agreed by and between the parties that both parties made, modified, responded to, and withdrew proposals during the negotiations that led to this Memorandum of Agreement, and unless expressly agreed to as part of this Memorandum

DEC 2/10/09

of Agreement, their actions as stated above shall be deemed without prejudice to their positions and shall not be considered an admission on any issue in any future proceeding.

16. The parties hereto agree to recommend ratification/approval of this Memorandum of Agreement and resulting collective bargaining agreement.

FOR THE PANJ:

Dwight E. Corabeshi 2/10/09

FOR THE JUDICIARY:

Dated:

Dated:

DEC 2/10/09

DRAFT—Clarification Letter for PANJ PCR

In an effort to conclude negotiations today, the following will serve as clarification of the following issues:

- (1) There will be a health benefits open enrollment period for PANJ PCR members following ratification of the MOA. The dates for the open enrollment period are given to the Judiciary by the Executive Branch. Once the Judiciary learns of the dates, we will pass the information along to your members.
- (2) To the extent that members may have already been paying for their health benefits (AETNA, Cigna, or Traditional), it is our understanding that those amounts will be offset by the 1.5% as the Executive Branch has done with the other represented employees.
- (3) Paragraph 10 of the MOA is not intended to affect any argument either party may have as to the continued validity of the Side Letter dated July 1, 2001-June 30, 2004 or the October 1999 Agreement Concerning Union Release Time for PANJ.
- (4) The removal of the introductory statement in paragraph 7 of the MOA was taken out based upon your representation that PANJ has dismissed with prejudice the Monmouth Arbitration (CO-ARB-006-07 (Gr-13-0305-06)).
- (5) PANJ reserves the right to assert application of DOP regulations.
- (6) PANJ seeks to change the panel of arbitrators per Article 10.

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 Band/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. Effective the first full pay period of July 2008, ~~July 1, 2004, pay period 15,~~ each employee covered by this Agreement shall be entitled to a ~~two (2.0%)~~ three (3.0%) percent across-the-board increase applied to each employee's current base salary.
2. ~~On or about July 1, 2005, pay period 15,~~ Effective the first full pay period of July 2009, there shall be a ~~nine-tenth (0.9%)~~ three (3%) percent across-the-board increase applied to each employee's base salary.
3. ~~On or about July 1, 2006, pay period 15,~~ Effective the first full pay period of July 2010, there shall be a ~~two percent (2.0%)~~ three and one half (3.5%) percent across-the-board increase applied to each employee's base salary.

- ~~4. On or about January 1, 2007, pay period 2, there shall be a two percent (2.0%) across the board increase applied to each employee's base salary.~~
- ~~54. On or about July 1, 2007, pay period 15, Effective the first full pay period of July 2011, there shall be a two and one quarter percent (2.25%) three and one half (3.5%) percent across-the-board increase to each employee's base salary.~~
- ~~6. On or about January 1, 2008, pay period 2, there shall be a two and thirty five one hundredths percent (2.35%) across the board increase to each employee's base salary.~~

B. Minimums and Maximums

1. The minimum and the maximum salaries for every title listed in Appendix A shall be increased by the amount of the across-the-board salary increase. On pay period 15 of 2007 the maximums of each salary range shall be increased by an amount that is functionally equivalent to the amount that the Executive Branch of State Government increased the salary ranges when it created the 10th step of the salary ranges (i.e. 3.3%). ~~An employee shall be advanced to this new maximum ("maximum 2") and have his/her salary increased by the corresponding amount only upon the employee completing 24 full calendar months of employment in his/her job title at the old maximum salary. On pay period 2 of 2008, the new maximum ("maximum 2") shall be increased by the across the board increase. Accordingly, an employee at the maximum as of pay period 15 of 2005 and who remains at the maximum for 24 months will receive the "maximum 2" on pay period 15 of 2007; likewise, any employee at the maximum as of pay period 2 of 2006 and who remains at the maximum for 24 months shall receive the "maximum 2" on pay period 2 of 2008. An employee who has been at the maximum for at least 24 full calendar months as of pay period 2 in any calendar year will be advanced to Maximum 2 (i.e., 3.3% above the maximum), to be effective at the beginning of that pay period.~~

Notwithstanding the across-the-board salary increases noted above, no employee shall have his annual salary increased above the maximum for the salary range in effect for his/her band and level.

2. The maximum of the salary range for the Basic Level Probation Officer title will be increased by \$3,500.00 effective February 1, 2009.

~~C.~~ 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 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:

Effective pay period 2 of each calendar year, employees who have at least one year of service completed as of December 31 of the prior year shall have his/her annual base salary increased by ~~4.15%~~ 4.0% or to the maximum of the salary range, whichever is less. This shall be in addition to the salary adjustment outlined above. Notwithstanding the above, no employee will have his/her annual salary increased above the maximum.

~~D.~~ 7.4 New Hires and Employees on Leaves of Absence

1. 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 increment described in ~~(C.)~~ 7.3 above. Thereafter, these employees shall be on the normal January cycle.
 - a. A pro-rata portion equals 1/12 of the full amount of the salary increment for each full month worked.
 - b. 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 half credit for the month; employees who begin their employment after the twenty-third day of the month receive no credit for the month.
2. 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 ~~(C.)~~ 7.3 above. Thereafter, these employees shall be on the normal January cycle.
3. An employee who is otherwise eligible and who goes on an unpaid leave of absence, is on a furlough leave for more than 30 days, or is absent without pay for ten 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:
4. For every ten days that an employee is not in pay status during the period, his/her salary increment shall be reduced by one-half of the pro-rated monthly amount (one-half of the 1/12 monthly amount).

7.35 Equalization

Vicinage employees will continue to be eligible for Equalization Pay in accordance with the established practice as previously negotiated.

7.46 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:

~~Effective July 1, 2001 employees at the basic level (Probation Officer) who achieve seven (7) years of service (provisional and permanent) and who meet the competencies needed for advancement on the career progression instrument shall be advanced to the journey level (Senior Probation Officer).~~

Effective January 1, 2004 employees at the basic level (Probation Officer) 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 ~~of the~~ 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.

7.57 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, 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 is applicable to employees covered by this contract. ~~Except as otherwise provided below, such employees will have the option on the open enrollment dates of selecting one of the following plans: Traditional Indemnity, Managed Care/Point of Service~~ Subject to the conditions specified below, full-time employees may elect coverage through a PPO (NJ PLUS DIRECT15) or an HMO approved by the State Health Benefits Commission.
2. Effective the first full pay period of July 2008 and continuing through the term of the Agreement, employees will pay 1.5% of their annual base salary as a contribution to be used for the express purpose of sharing the cost of health benefits provided by the State. The parties agree that there shall be no open enrollment period triggered by this contribution. Should an employee voluntarily waive all coverage, including prescription drug, 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 1.5% contribution for that employee.
- ~~2. The Managed Care/Point of Service Plan (NJ PLUS) shall remain without any premium cost to eligible employees and their eligible dependents during the term of this Agreement.~~
3. Active eligible employees will be able to enroll in a PPO (NJ DIRECT15), with a national network and the same benefit design as the previous NJ Plus plan, except as modified below. In the alternative, active eligible employees will be able to elect to participate in an HMO. As of the effective date of the new coverage, eligibility for the Traditional Plan and the NJ Plus plan will be discontinued.
- ~~3. Effective July 1, 2003, new hires are not eligible for enrollment in the Traditional Plan.~~

- ~~4. Employees hired prior to July 1, 2003, who elect coverage in the Traditional Plan, shall pay 25% of the cost of the premium of that Plan as established by the State Health Benefits Commission.~~
- ~~5. Effective July 1, 2003, employees who elect coverage in an approved HMO Plan shall pay 5% of the cost of the premium of that Plan as established by the State Health Benefits Commission.~~
6. Coordination of Benefits: If a husband and wife are both eligible for coverage under the State Health Benefit Program as employees:
 - ~~a. Each may elect single coverage in any participating health plan, provided that he or she is not covered under a health plan as a dependent of his or her spouse.~~
 - ~~b. Each qualified dependent is eligible for coverage under one parent only.~~

4. State statute specifically prohibits two employees/retirees who are both enrolled in the SHBP and who are married to each other, civil union partners, or eligible domestic partners from enrolling under both of the SHBP's HMO plans. One member may belong to an HMO as an employee or as a dependent but not as both.

For example, if two members are married to each other, each may enroll for single coverage under either of the HMOs, or one member can enroll the other as a dependent under an HMO if the other person enrolls in NJ DIRECT15.

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

In cases of divorce, dissolution of a civil union or domestic partnership, or single parent coverage of dependents, there is no coordination of benefits under two HMO plans.

5. Effective July 1, 2008, in-network doctor visit co-pays, including specialist co-pays, will increase from \$10 to \$15. There will be a co-pay of \$15 for the first in-network prenatal visit; subsequent in-network prenatal visits are 100% covered. The emergency room co-pay will increase from \$25 to \$50, which is waived if the individual is admitted.
- ~~7. Effective July 1, 2004, Traditional Plan Deductibles will increase from \$100.00 to \$250.00.~~

- ~~8. Effective July 1, 2004, HMO/NJ PLUS Co-payments for Primary & Specialist increase from \$5.00 to \$10.00.~~
96. 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.
407. Effective January 1, 1996, consistent with law, the State will no longer reimburse active employees or their spouses for Medicare Part B premium payments.

B. Prescription Drug Program

- ~~1. It is agreed that the State shall continue the Prescription Drug Benefit Program during the period of this Agreement. The program shall be funded and administered by the State. It shall provide benefits to all eligible unit employees and their eligible dependents. Each prescription required by competent medical authority for Federal legend drugs shall be paid for by the State from funds provided for the Program subject to a deductible provision which shall not exceed \$5.00 per prescription or renewal of such prescription and further subject to specific procedural and administrative rules and regulations which are part of the Program.~~
- ~~2. Effective July 1, 2004, retail Prescription Drug co-payments increase to \$10.00 for brand name and \$3.00 for generic drugs; mail-order co-payments to increase to \$15.00 for brand name and \$5.00 for generic drugs.~~
1. The State shall continue the Prescription Drug Benefit Program during the period of this Agreement. The program shall be funded and administered by the State. It shall provide benefits to all eligible unit employees and their eligible dependents. Each prescription required by competent medical authority for Federal legend drugs shall be paid for by the State from funds provided for the Program subject to a deductible provision which shall not exceed the amount set forth below for the prescription or renewal of such prescription and further subject to specific procedural and administrative rules and regulations which are part of the Program.
2. Prescription drug copays will be as set forth below. Changes will be effective July 1, 2008.

Non-Mail Order

Tier 1 (Generics) -- \$3

Tier 2 (Brand names where there is no generic equivalent and brand names where the employee's doctor certifies that the employee is medically unable to take the generic version of the medication) -- \$10

Tier 3 (Brand names where there is a generic equivalent, unless the employee meets the standard set forth above) -- \$25

90 Days Mail Order

Tier 1 (Generics) -- \$5

Tier 2 (Brand names where there is no generic equivalent and brand names where the employee's doctor certifies that the employee is medically unable to take the generic version of the medication) -- \$15

Tier 3 (Brand names where there is a generic equivalent, unless the employee meets the standard set forth above) -- \$40

Dispute Resolution Mechanism for Generic Claims/Procedures for Tier 3 Exceptions

In the event that an employee's physician certifies that the employee is medically unable to take the generic version of medication, said certification shall be sent to the employee's carrier for review utilizing procedures for approval of said certification that are consistent with those for the approval of treatment or services by the carrier. Appeals from decisions by the carrier shall be consistent with the internal appeal process of each carrier. Any such decision is not subject to the grievance procedure in this contract.

C. Dental Care Plan

1. Full-time employees and eligible dependents shall be eligible for the State-administered Dental Care Program.
2. Participation in the Program shall be voluntary with a condition of participation being that each participating employee authorize a biweekly salary deduction not to exceed 50% of the cost of the type of coverage elected, e.g. individual employee only, husband and wife, parent and child or family coverage.

3. Each employee shall be provided with a brochure describing the details of the Program and enrollment information and the required forms.
4. Participating employees shall be provided with an identification card to be utilized when covered dental care is required.
5. An optional Group Dental Program, which will provide services through specific dental clinics, will be made available to employees in this unit. Participation in this program shall be voluntary with a condition that each participating employee authorizes a biweekly salary deduction not to exceed 50% of the cost of the coverage for a one-year period. Employees will be able to enroll in only one of the two programs or in no program at all.

D. Eye Care Program

1. It is agreed that the coverage under the Eye Care Program shall provide for a ~~\$35.00~~ \$40.00 payment for regular prescription lens or ~~\$40.00~~ \$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 23 years of age who live with the employee in a regular parent-child relationship). The extension of benefits to dependents shall be effective only after the employee has been continuously employed for a minimum of sixty (60) days. Effective July 1, 2005, the eyeglass benefit will increase by \$5.00 pursuant to the current biannual formula.
2. Full-time employees and eligible dependents as defined above shall be eligible for a maximum payment of \$35.00 or the 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 each of the 24-month period beginning July 1, 2003. Proper affidavit and submission of receipts are required of the employee in order to receive payment.

8.2 State Health Benefits Program for Retirees

- (a) 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 accrued

25 years of pension service credit ~~service~~, as provided under the State plan, by July 1, 1997, and those employees who retired for disability on the basis of fewer years of pension credit in the State plan by July 1, 1997.

- (b) Those employees who accrued 25 years of pension service credit ~~service~~ or retired 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 the ~~Managed Care/Point of Service (New Jersey Plus)~~ PPO (NJ DIRECT15) or any of the approved HMO Plans shall not have to contribute to the cost of any premium for health insurance coverage.
 - (2) Employees in this group who elect upon retirement to enroll in the ~~Traditional Plan~~ NJ DIRECT10 and earn \$40,000 or more in base salary in the year they retire shall pay the difference between the cost of the ~~Traditional Plan~~ NJ DIRECT10 and the average of the cost to the State of the ~~Managed Care/Point of Service (New Jersey Plus)~~ PPO (NJ DIRECT15) and the approved HMO Plans for health insurance coverage.
 - (3) Employees in this group who elect upon retirement to enroll in the ~~Traditional Plan~~ NJ DIRECT10 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.
- (c) Those employees who accrued 25 years of pension service credit ~~service~~ or retired on a disability retirement during the period from July 1, 2000 through June 30, 2003 2008 are eligible to receive the following when they retire:
 - (1) Employees in this group who elect upon retirement to enroll in the ~~Managed Care/Point of Service (New Jersey Plus)~~ PPO (NJ DIRECT15) or any of the approved HMO Plans 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 the Traditional Plan NJ DIRECT10 shall pay 25% of the premium cost of the Traditional Plan NJ DIRECT10 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.
- ~~(d)~~ Those employees who accrue 25 years of pension credit or retire on a disability retirement on or after July 1, 2003 will be subject to the provision of paragraph C, above, unless superseded by collective negotiations or law.
- (d) Employees who accrue 25 years of pension service credit 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 the applicable plan (NJ DIRECT15 or HMO) 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 Health Risk Assessment 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.
- (e) Those employees who accrue 25 years of pension credit or retire on a disability retirement on or after July 1, 2012 will be subject to the provision of paragraph (d) above, unless superseded by collective negotiations or law.
- ~~(e)~~(f) All retirees who elect approved HMO's may choose only one family policy, regardless of retirement date.
- ~~(f)~~(g) Employees hired on or after July 1, 1995, will not receive any reimbursement for Medicare Part B after retirement.
- ~~(g)~~(h) Employees who elect deferred retirement are not entitled to health benefits under this provision.

8.3 Benefits Levels and Continuation of Coverage

The Judiciary will initiate no reduction in benefits or increases in coinsurance, co-payments or deductibles paid by employees participating in the (a) ~~Traditional Indemnity Plan, NJ PLUS NJ DIRECT~~ or an HMO, (b) Prescription Drug Plan, (c) Dental Care Plan, or (d) Eye Care Program, absent mutual agreement between the Judiciary and the Union during the term of this agreement.

8.4 Video Display Operators

Full-time employees who operate Video Display Terminal (VDT) machines on a full-time basis shall be eligible for annual eye exams. Such employees shall also be eligible for reimbursement for the cost of glasses, should there be a change in the employee's lens prescription. Reimbursement rates are those established in the State's Vision Care Program.

ARTICLE 10

GRIEVANCE PROCEDURE

Section 1. Grievance Definitions and Procedures

1. 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
2. A claimed violation, misinterpretation or misapplication of rules and regulations, 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, administrative decisions, or laws applicable to the Judiciary, and policies applicable to the grievant dealing with terms and conditions of employment which are not included in (1) above, as well as disputes or complaints concerning policies or administrative decisions (non-contractual grievance).
3. All grievances are subject to this procedure, except that arbitration shall not be available for non-contractual grievances.

PRELIMINARY PROCEDURE. A complaint or grievance may be initially presented orally to the immediate supervisor, and resolved at that level. This procedure is optional and must be concluded within five (5) business days. For purposes of this Article business days shall exclude Saturdays, Sundays and holidays.

Step 1. The complaint or grievance shall be presented in writing to the Division Manager or Chief Probation Officer within twenty (20) business days from when the grievant knew or should reasonably have known of the action being grieved.

A meeting shall be scheduled between the grievant and the Division Manager or Chief Probation Officer or their designee within ten (10) business days of receipt of the complaint or grievance. A written disposition of the complaint or 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 complaints or grievances. Union consent is needed to resolve all

complaints or grievances above Step 1, unless waived by failure to appear after receiving notice of a meeting or hearing.

Step 2. If the complaint or grievance is not resolved at Step 1, the grievant or 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 fifteen (15) business days of presentation of the Step 1 complaint or grievance, submit the grievance in writing to the Trial Court Administrator or his/her designee. A copy of the appeal shall be forwarded by the Trial Court Administrator to the Union and to the Chief of Labor and Employee Relations of the Administrative Office of the Courts.

A meeting or hearing to be determined by either party between the TCA and his/her designee and the grievant shall be scheduled within ten (10) business days of receipt of the appeal unless reasons for not doing so are provided to the grievant(s) in writing. A written disposition of the complaint or grievance shall be given to the grievant and the Union within ten (10) business days of the meeting or hearing. A copy of this disposition shall be forwarded to the Chief of Labor and Employee Relations of the Administrative Office of the Courts.

Step 3. If the complaint or grievant grievance is not resolved at Step 2 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 2, or if no disposition or decision has been made within twenty (20) business days of the presentation of the Step 2 complaint or grievance, submit the complaint or grievance to the Counsel to the Administrative Director of the AOC. A hearing shall be scheduled by the Counsel, unless waived by the Union, within twenty (20) business days of receipt of the appeal. The Counsel shall assign a hearing officer and shall render a disposition of the complaint or grievance within fifteen (15) business days after the hearing. A copy of the disposition shall be simultaneously forwarded to the grievant, the Union, and the Chief of Labor and Employee Relations of the Administrative Office of the Courts.

Step 4. Arbitration

A. If a contractual grievance is not satisfactorily resolved at Step 3, then arbitration may be requested only by the Union through its designee within thirty (30) business days from the date the Union received the Step 3 decision or if no disposition or decision is received within forty-five (45) business days of the submission of the appeal. Said request shall be filed with the Counsel's Office.

B. The parties herewith agree upon the following panel of arbitrators: Robert Glasson, Jeffrey B. Tener, James Mastriani, or Joan Parker. 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.

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, and any other cost of the arbitration proceeding, including the cost of recording, shall be borne by the party incurring the cost. If arbitrability of a grievance or the ability of an arbitrator to determine a particular matter is at issue, jurisdiction to resolve the issue shall rest solely with the arbitrator, provided however that either party may submit an appropriate issue in this regard to the Public Employment Relations Commission. If the submission is made no later than sixty (60) days after the request for arbitration.

D. 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.

E. Upon written request, the Union and management, are mutually obliged 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.

Section 2. The parties agree to the following definitions and understandings concerning this Article of the Agreement:

1. 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.

2. 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.

3. 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 and the parties mutually agree, the Union may submit a grievance either within the time limits referred to above at any Step of the grievance procedure without a hearing at the lower Step or initially at Step 3, except that a grievance filed initially at Step 3 with the Counsel's Office must include the written consent of the Chief of Labor and Employee Relations or the Trial Court Administrator. Agreement shall not be unreasonably withheld. A grievance initially submitted at Step 3 shall be submitted within thirty (30) business days from the date of occurrence giving rise to the grievance or within (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 3 hearing level unless such hearing is denied by the Judiciary. The time limits set forth above for a grievance submitted at the Step 3 level, shall be used for a Union grievance.

4. An individual employee involved shall be entitled to be present and to use the grievance procedure at Steps 1 and 2, 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.

5. 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.

6. 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 3 and 4 or to terminate the grievance at Steps 3 and 4 shall be final.

7. 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.

8. Grievance decisions at Step 1 and Step 2 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.
9. The Union may amend a grievance at Step 2 for the purpose of clarification but not to materially alter the nature of the grievance or to include additional issues.
10. 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 Resources personnel file of any of the participants unless they originated in that file.
11. 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.
12. The burden of proof shall be on the grievant.
13. 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.
14. Upon request, the filing party, either the union or the employee, at least 5 days prior to a scheduled hearing, and management, at least 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.
15. 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.

Section 3. Time Off For Grievances

The Union steward is defined as the local Union representative in the County. The Union official is defined as the statewide Union representative.

One category of paid time off that will not be charged to Union-Release Time includes reasonable amounts of time for hearings at Step 3 and Step 4 (arbitration) of the grievance procedure for the First Vice President and the President (reference to the President applies if the President shall notify his/her VCPO/Division Manager prior to attendance at a Step 3 or Step 4 hearing. Reasonable amounts of time off for the First Vice President and President to investigate and prepare for Step 3 and Step 4 hearings shall also be permitted. Such investigation and preparation time shall, where appropriate, be by use of the telephone and other electronic forms of communication. Where the Judiciary communicates with the First Vice President or President in connection with grievances, such as for the amicable resolution of them, meetings in connection with such time spent shall not be charged to Union Release time. If a PANJ representative who is not an employee makes the presentation at Step 3 or Step 4 hearing, preparation time by the President or First Vice President should not duplicate the efforts of such non-employee representative. In the normal course, there shall not be duplication of preparation and investigation used for the Step 3 hearing at the Step 4 hearing. Travel time is included in connection with preparation and investigation and attendance at hearing. So long as the President is not working full time for the Judiciary or is on a full time leave of absence, there are no limitations on his time. If more than one Step 3 or Step 4 hearing is scheduled for the same day or the First Vice President is unavailable to attend to such Step 3 or Step 4 hearing, another statewide official may be designated by the Association to attend to such Step 3 or Step 4 hearing and he/she shall follow the same release time procedures as set forth herein.

Subject to the provision set forth elsewhere in the Article the Union steward, Union official, or Union designated attorney, or non-employee representative, along with the grievant and any reasonably necessary witnesses designated by the Union, shall have the right to be present beginning at Step 2 of the Grievance Procedure and thereafter. The grievant and the Union steward and a non-employee representative of the Union shall have the right to be present at Step 1. Notwithstanding this, the Union may limit the right of a specific grievant to be present at any step other than Step 1. The Union steward and Union official (except at Step 1 unless the Union official is involved with the consent of the Judiciary) and the grievant shall have time off without loss of pay in reasonable amounts, limited however, at Step 1 only, to one hour per person except for extraordinary situations, to investigate grievances and to interview witnesses. The Union steward and Union official and grievant and witnesses shall also have reasonable amounts of time off without loss of pay to appear at meetings and hearings involving the complaint or grievance. The Union steward and Union official shall have the right to use employer facilities and equipment in this regard, reasonably and subject to availability, with reasonable notice given where appropriate. 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, that

agreement may include a provision for compensatory time equal to the additional time required, but such time shall not be considered time for the computation of overtime. This time off shall include necessary travel time. An employee witness at a hearing shall be produced and shall have time off without loss of pay including travel time to appear at such meeting or hearing, and to be interviewed in preparation therefore. Witnesses may be heard and appropriate records received provided, however, that at Steps 1 and 2 witnesses from outside of the vicinage in which the complaint or grievance is being considered, shall be used with the consent of the other vicinage, which consent shall not be unreasonably withheld.

Section 4. Miscellaneous

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

Section 5. Goals and Limitations

Anything to the contrary notwithstanding, time off for Association (Union) officials to attend Step 1 grievances out of vicinage will be limited and used only in exceptional situations. Time off for Association (Union) officials to attend Step 2 grievances out of vicinage will also be taken in limited circumstances since the goal of the parties is to have in vicinage officials afford representation at Steps 1 and 2. Therefore, at Step 1 and Step 2, in addition to the grievant, only the Statewide representative or one local representative shall be allowed to attend grievance proceedings without the charging of union leave time. Additional employees, who are neither the grievant, local representative nor necessary witnesses, will be charged union leave time to attend any grievance or arbitration proceeding. Normally attendance by Association (Union) officials out of vicinage therefore will be at Steps 3 and 4.

ARTICLE 33

EMERGENCY CLOSINGS AND SPECIAL OBSERVATIONS

33.21 Essential Employees

(a) — Every employee designated as "essential," pursuant to N.J.A.C. 4A:6-2 shall receive notice of such designation each year, by October 431, in accordance with N.J.A.C. 4A:6-2. Notice of such designations will also be provided to the Union.

(b) — ~~Employees who are designated as essential will receive a travel pass ID card identifying them as "Essential."~~

33.32 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).

33.43 ~~Emergency or~~ Special Observations

Whenever the Chief Justice declares an ~~emergency~~, 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, on an hour-for-hour basis for all time worked.

SIDE LETTER #2 #1

Education and Training

~~The Judiciary shall establish an Education/Training Task Force. The objective of this Education/Training Task Force will be to study the appropriate parameters of an education/training incentive program but will also address other issues such as special skills and needs (e.g., parking) of employees. The Education/Training Task Force shall be composed of equal numbers of labor and management representatives not exceeding three (3) each except upon mutual agreement. The task force shall issue its report to the Administrative Director on or before September 1, 2005. Effective upon ratification of this agreement, the Judiciary shall continue to fund establish an Education/Training Fund and shall have allocated to it the amount of \$13,000.00 for FY 09, \$26,000.00 in FY 10, and \$13,000.00 in FY 11. The Judiciary shall continue to fund an Education/Training fund in an amount to be determined by the Judiciary for FY 12 of the contract. beginning in FY 07 and shall have allocated to it the amount of \$37,500. In FY 08 the allocation also shall be \$37,500. Any amount not utilized in any fiscal year shall be rolled over into the next fiscal year.~~

For the term of this agreement, and subject to the conditions below, employees may use the Education and Training Fund for the PANJ conference registration up to \$175.00 per person per year:

- a. subject to the Administrative Director's prior approval of the agenda each year; and
- b. subject to management's exclusive right to determine its staffing and operational needs.