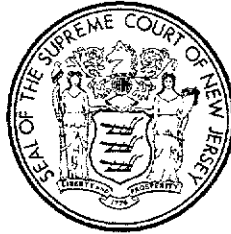


# **AGREEMENT**

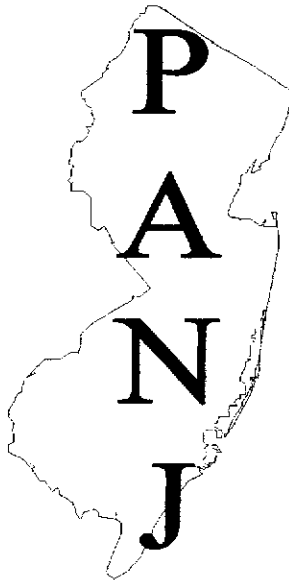
*BETWEEN*

**THE NEW JERSEY STATE JUDICIARY**



*AND*

**THE PROBATION ASSOCIATION OF NEW JERSEY**



**PROFESSIONAL SUPERVISORS UNION**

*JULY 1, 2012 – JUNE 30, 2016*

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## PREAMBLE

**THIS AGREEMENT** is entered into as of this 1<sup>st</sup> 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 Supervisors Union (hereinafter referred to as "the Union") through the 30<sup>th</sup> day of June, 2016;

**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 supervisory 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 ensure 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 Judicial Employees Unification Act," Title 2B:11-1 - 11-12, the parties agree with respect to the employees in the professional staff supervisory unit as set forth herein:

## ARTICLE 1

### RECOGNITION

- 1.1 Exclusive Representative.** The Judiciary recognizes the Union as the exclusive representative for the following unit:

The titles listed in the Appendix B are included. 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.

Included: All professional supervisory employees who are full-time career service, permanent or provisional and unclassified who are working at least twenty (20) hours a week if in a forty (40) hour workweek or working seventeen and a half (17.5) hours a week if in a thirty-five (35) hour workweek employed by the NJ State Judiciary in all trial court operations (from the courtroom to probation to case management), Supreme Court Clerk's Office, Superior Court Clerk's Office, Superior Court Appellate Division Clerk's Office, Tax Court Administrator's Office, Administrative Office of the Courts, Disciplinary Review Board, Office of Attorney Ethics and the Lawyers' Fund for Client Protection.

Excluded: All managerial executives, confidential employees, non-supervisory employees within the meaning of the New Jersey Employer-Employee Relations Act, NJSA 34:13A-1 et seq, police employees, fire fighting employees, craft employees, non-professional employees, law clerks, Central Appellate Research Employees, all employees in other Judiciary negotiations units, casual employees, interim appointment employees, temporary appointment employees and all other employees employed by the New Jersey State Judiciary.

- 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.

## ARTICLE 2

### LABOR-MANAGEMENT RELATIONS

#### 2.1 Respect and Dignity.

The parties shall each endeavor to ensure 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 legal 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.

When the parties establish a labor-management committee, the Union shall select any representatives from the Unit.

There shall be joint labor-management cooperation with respect to improving the delivery of service to the public.

The Judiciary and the Union will discuss appropriate ways to improve consistency among the vicinages with respect to health and safety matters, policies and procedures, absenteeism and lateness, reassignments, span of control, and equipment including safety vests, pepper spray and training (e.g. self-defense).

### **2.4 Rules.**

New rules or modifications of existing rules governing legally negotiable terms and conditions of employment shall be negotiated with PANJ supervisors before implementation.

## ARTICLE 3

### UNION RIGHTS

#### 3.1 Access

Elected or appointed union representatives shall have access to the premises of the Judiciary to investigate grievances and for other purposes related to the role of the union as exclusive representative. The union shall provide to the Judiciary, in writing, the names of duly authorized representatives who may require such access. Authorized representatives must be acknowledged and approved by the Judiciary prior to being granted access for union business on Judiciary premises. These acknowledged representatives shall provide written notice to the Trial Court Administrator/Senior Manager or his/her designee of their intent to access the premises at least one (1) week in advance of the intended visit. This notice shall include the purpose of the visit, the proposed time and date and specific work areas involved. Union representatives that fail to follow the above listed procedures may be denied access to Judiciary premises.

Provided requests have been made pursuant to this Article, such union representatives shall have the opportunity to consult with employees in this unit before the start of the work shift, during lunch or breaks or after completion of the work shift. The Judiciary shall designate appropriate places for such meetings at its facilities. This access shall be exercised with minimum interference to the operations of the Judiciary.

Elected or appointed union representatives shall be permitted reasonable use of telephones and interoffice mail (including E-mail) for matters relating to union representation of unit employees. Use of telephones, interoffice mail and e-mail shall be consistent with Judiciary policies. Elected or appointed union representatives shall also be permitted reasonable use of interoffice mail for matters relating to union representation of unit employees. 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.

Elected or appointed union representatives shall request, in writing, permission of the Trial Court Administrator/Senior Manager, or his/her designee, for use of court facilities, including meeting rooms. Attendance by employees for meetings during said employees' work shift shall be charged against aggregate union time.

### **3.2 New Hires**

- A. The union may provide self-addressed stamped information postcards 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. Upon receipt of such information postcards and packets, the Judiciary will distribute them 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 employee and, if so, the employer will forward the card to the union by mail.
- B. If orientation meetings are held for new employees covered by this agreement, the union shall be notified at least one week in advance of the meeting and shall be permitted to make a brief presentation and provide union information. It is understood that for purposes of the Article, meetings conducted by human resource personnel regarding employee benefits are not considered to be orientation meetings.

### **3.3 Union Bulletin Boards**

The union may purchase and place bulletin boards for their exclusive use in central locations and in work areas where there are large numbers of employees covered by this agreement. Location of said bulletin boards shall be determined by management. These bulletin boards will each be 30 inches by 30 inches or an equivalent. The bulletin board will be clearly identified as the Probation Association of New Jersey (PANJ) Professional Supervisory bulletin board and shall include a statement that PANJ is solely responsible for any items posted. If the union desires bulletin boards at other locations, it may request permission to place bulletin boards in these other locations. Such requests will not be unreasonably denied.

Appropriate material on such bulletin boards shall be posted and removed by representatives of the Probation Association of New Jersey. The union shall remove outdated material at least upon a monthly basis and shall otherwise police the appearance of the bulletin board. The posted 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. The posted material shall not violate any Judiciary policies. No material pertaining to another bargaining unit will be posted on bulletin boards for this unit. Materials which violate provisions of this Article or Judiciary policies shall not be posted by the union and, in the event that inappropriate material is posted, it may be removed by the Judiciary.



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 of the bulletin boards designated for the exclusive use of the union.

### **3.4 Personnel Data**

Every four (4) pay periods listings of employees will be supplied to the union, together with date of hire, division/work unit/work location, job title, salary, dues deduction status and home address. Effective on or about January 1, 2013, those 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 once every four (4) pay periods regarding employees who have left the bargaining unit due to resignation or retirement. The Judiciary shall give the Union a listing of new hires every pay period. The union will receive notice of employees leaving the bargaining unit due to promotions in a timely manner.

### **3.5 Union Leave**

#### **A. Paid leave for union activity.**

1. The Judiciary shall provide an aggregate of one hundred (100) 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 shall be submitted, in writing, and on forms provided by the Judiciary with the authorization of an appropriate union representative. Requests shall be made to the local TCA/Senior Manager with as much advance notice as possible to avoid disruption of the work flow. Approval of such requests will be based on operational needs and will not be unreasonably denied. Reasonable maximum limitations for such leave not to exceed ten (10) days per calendar year for any individual, and twenty-five (25) days per calendar year for the First Vice President may be imposed. These limitations may be extended upon request and approval by the Chief of Labor & Employee Relations based upon extenuating circumstances. Such approval shall not be unreasonably withheld. Limitations may also be imposed based on workflow considerations.

2. **Shop Steward Training Days.** In addition to the above, a maximum of twenty-five (25) 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.
3. **Contract Negotiations Preparation Days.** In addition, the Judiciary shall provide an aggregate bank of fifty (50) 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.
4. **The Contract Negotiations Preparation Days** described in Section 3.5.A.3., 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 Preparation Days for the purpose of such successor negotiations only.
5. Leave time of up to one (1) hour for investigation, and reasonable leave time required for processing and presenting grievance and disciplinary matters by an elected or appointed union representative and/or other designated union representative within their official work station or vicinage for a grievance that occurred there shall not be charged against aggregate union leave time and shall be handled in accordance with the procedures outlined in Articles 9 and 10 (Discipline and Grievance).

Leave time for investigation, processing and presenting grievance and disciplinary matters by an elected or appointed union representative and/or other designated union representative outside his or her official work station or vicinage shall be charged against aggregate union leave time except that one union representative may have leave time of up to two (2) hours for investigation of grievance and may handle a disciplinary hearing or a Step 3 grievance out of the county where he/she works provided no other representative or consultant attends such hearing or grievance, without charge against union leave time.

6. Leave time necessitated for attendance at scheduled bargaining sessions with management for the purposes of negotiating a successor collective negotiations agreement and meetings called by the union to obtain ratification of this Collective Negotiations Agreement at the conclusion of negotiations shall not be charged against aggregate union leave time.
7. Leave time for Labor Management Committees shall be governed by Article 2 (Labor/Management Committees) and shall not be charged against aggregate union leave time.
8. In the event that the union has exhausted its annual allotment of chargeable union leave time, the union may request additional union leave days to be paid for by the union. Such requests for additional union leave must be submitted in writing to the Chief of Labor & Employee Relations. The Judiciary may accept or deny the union's request, in whole or in part, in its discretion. If the request for additional union leave days is approved, PANJ will reimburse the Judiciary in accordance with normal Judiciary procedures for such matters. Payment shall be made by PANJ to the Judiciary on or before the last business day of the fiscal year in which the obligation is incurred. Nothing in this paragraph shall be subject to the contractual grievance procedure or arbitration in Article 10.
9. Any leave not utilized in a calendar year period, except as provided in 3.5.A.3. and 3.5.A.4. above, shall not be accumulated and shall be forfeited.

- B. **Unpaid leave for union activities.** In addition to paid union leaves, employees designated by the union may request unpaid leave 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. Approval of such request is at management's discretion and shall not be unreasonably denied.

- C. **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.
- D. If needed, the PANJ Professional Supervisory Unit may request up to five (5) additional days of paid union leave time for the preparation of the PANJ Conference. The additional time must be requested and approved by the Labor and Employee Relations Unit of the Judiciary prior to the Conference.

## ARTICLE 4

### UNION SECURITY

#### 4.1 Dues Checkoff

- A. The Judiciary agrees to have union dues (Union dues are defined as regular dues, fees and assessments including special assessments) deducted from the regular paycheck of any employee who submits an authorization in writing on the proper form to the appropriate personnel office, which shall forward it to the Centralized Payroll Section, Department of the Treasury. There may be an additional voluntary amount deducted in each county. Deductions will be reflected in the following pay, provided the card is received by Centralized Payroll at least seven (7) days prior to the end of the pay period.
- B. The amount of dues to be deducted shall be certified to the Judiciary by the Union. The Judiciary shall remit the dues to the Union together with a list of the employees and the amounts deducted from each by the last day of the month following the calendar month in which such deductions are made.
- C. In the event any employee wishes to withdraw his/her authorization for dues deduction, it must be done by written notice to the Judiciary timely filed between May 15 and June 15. Deductions shall be terminated as of July 1 of the year following the date on which notice of withdrawal was submitted. Dues deductions shall be terminated only upon receipt of such notice or upon the employee's departure from the represented unit. The Judiciary shall furnish a copy of all withdrawal notices to the Union by June 30 of each year.
- D. Dues deductions for any employee in the negotiations unit shall be limited to the Union. 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, advancement/ promotion/demotion to a non-union represented position or as a result of movement to a title represented by another union. By way of example, if an employee moves from a title represented by one union to a title represented by another union the old agency fee/union dues deductions are stopped and the agency fee/union dues deduction, where appropriate, will commence for the new union.

- E. Dues so deducted shall be deducted from paycheck as per each regular payroll payment, and shall be transmitted to the Secretary/Treasurer of Union with a listing of the employees and social security number, payroll number, with a separate payroll number for each county, separated by county, and deduction amount, as to whom each deduction is made.
- F. 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.
- G. Whenever an employee's dues deduction is discontinued, and the Judiciary becomes aware of same, the Union shall be provided with the reason for the discontinuance on a monthly basis. Whenever the Judiciary is notified that an employee's dues deduction is discontinued, the Judiciary will use its best efforts to attempt to ascertain the reasons for the discontinuance and provide the Union with such reasons within two (2) weeks.
- H. Provisions of this section are further conditioned upon adherence to all other statutory requirements.
- I. Centralized Payroll shall provide to the Union on a monthly basis a complete up-to-date County by County listing of all employees covered by this Agreement, together with their home addresses, amount of dues deducted and job titles as they appear in the records of the Personnel Office. Such list shall also include the coded payroll location and dues deduction status of each employee. 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. The employer will give the names of new hires in titles in the unit to the Union Treasurer with a copy sent to the Local division of Union within five (5) workdays of the first day of employment. The list shall contain the employee's name, address, county and work unit. The Union may then provide a copy of the contract to the new employee.

The employer shall provide a list of all employees in the bargaining unit on January 15 and July 15 of each year. The list shall indicate each employee's base salary, home address, gender, birth date, date of hire, title, workweek (in hours), department/work location, payroll number, check distribution number, and Civil Service status.

#### **4.2 Representation (Agency) Fees**

- 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 for the term of this Agreement. Nothing herein shall be deemed to require any employee to become a member of the majority representative.
- B. It is understood that the implementation and/or continuation of the agency fee program is predicated on the demonstration by the Union that more than 50% of the eligible employees in the negotiations unit are dues paying members of the Union.
- C. After this Agreement is signed and approved, and thereafter on July 1 in each year of the Agreement, an assessment shall be made to determine if the minimum percentage of required membership has been exceeded. If it has, the agency fee shall continue until the following annual assessment. If it has not, the agency fee will be discontinued and eligibility for reinstatement shall be on a quarterly basis as provided below.
- D. If the agency fee is discontinued, an assessment shall be made on each quarterly date; i.e., January 1, April 1, July 1 or October 1, to determine if the minimum percentage is exceeded. If the minimum percentage is exceeded, the agency fee plan shall be reinstated with proper notice to affected employees.

#### **4.3 Amount of Fee**

- A. Prior to the beginning of each contract year, the Union will notify the Judiciary in writing of the amount of regular membership dues, initiation fees and assessment charged by the Union to its own members for that contract year, and the amount of the representation fee for that contract year.
- B. The representation fee in lieu of dues shall be in an amount equivalent to the regular membership dues, initiation fees and assessments 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.

#### **4.4 Deduction and Transmission of Fee**

- A. 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.
- B. The mechanics of the deduction of representation fees and the transmission of such fees to the Union will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Union.
- C. The Judiciary shall deduct the representation fee from a new employee as soon as possible after thirty (30) days from the beginning date of employment in a position in this unit.

#### **4.5 Demand and Return System**

- A. The representation fee in lieu of dues only shall be available to the Union if the procedures hereafter are maintained by the Union. The burden of proof under this system is on the Union.
- B. The Union shall return any part of the representation fee paid by the employee which represents the employee's additional pro-rata share of expenditures by the Union that is either in aid of activities or causes of a political or ideological nature only incidentally related to the terms and conditions of employment, or applied toward the cost of other benefits available only to members of the majority representative.
- C. The employee shall be entitled to a review of the amount of the representation fee by requesting the Union to substantiate the amount charged for the representation fee. This review shall be in conformance with the internal steps and procedures established by the Union.

#### **4.6 Annual Notice to Nonmembers; Copy of Demand and Return System to Public Employer**

- A. Prior to the commencement of payroll deductions of the representation fee in lieu of dues for any dues year, the majority representative shall provide all persons subject to the fee with an adequate explanation of the basis of the fee, which shall include:
  - 1. A statement verified in accordance with law of the expenditures of the majority representative for its most recently completed fiscal year. The statement shall set forth the major categories of expenditures and shall also identify expenditures of the majority



representative which are in aid of activities or causes of a political or ideological nature only incidentally related to the terms and conditions of employment or applied toward the cost of benefits only available to nonmembers of the majority representative.

2. A copy of the demand and return system established by the majority representative as set out on N.J.S.A. 34:12A-5.6, including instructions to persons paying the representation fee in lieu of dues as to how to request review of the amount assessed as a representation fee in lieu of dues.
  3. The name and address of the financial institution where the majority representative maintains an account in which to escrow portions of representation fees in lieu of dues which are reasonably in dispute. The interest rate of the account in effect on the date the notice required by (1) above is issued shall also be disclosed.
  4. The amount of the annual representation fee in lieu of dues, or an explanation of the formula by which the representation fee is set, and the schedule by which the fee will be deducted from pay.
  5. The Union is not limited to include only the foregoing information in its communications to persons subject to the fee.
- B. The majority representative shall provide a copy of the demand and return system referred to in 4.6.A. above to the Administrative Director. The deduction of the representation fee shall be available only if the Union establishes and maintains this review system.

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

#### **4.7 Judiciary and State of New Jersey Held Harmless**

- A. The Union shall indemnify and hold harmless the Judiciary and the State of New Jersey with respect to any claims or other actions arising out of compliance with the collection of dues or representation (agency) fees by the Judiciary and/or the State of New Jersey. Neither the Judiciary, the State nor the employee shall be responsible for any back payment of the representation fee for any cause upon the entry or reentry of the employee into the Union.

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

#### **4.8 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

#### 5.1 Work Week - Designation and Hours of Work

- A. The normal work week for all employees covered by this Agreement will be accomplished within a five (5) day work period.
- B. Employees will have a work week designation of "NL" consistent with the rules and regulations of the Civil Service Commission and shall have a normal minimum work week of thirty-five (35) hours per week except for ISP and JISP supervisors who shall have a normal minimum work week of forty (40) hours per week. NL employees shall be considered "salaried employees" for purposes of FLSA.
- C. It is the intention of the parties that this agreement not change existing practices with respect to the normal minimum work week. Employees covered hereunder may, however, be required to work beyond their normal minimum work week on an incidental or occasional basis and when that extra work occurs the following rules shall apply:
  - 1. **Central Office Staff** - Employees who work in excess of forty (40) hours in any work week will receive compensation for such work beyond forty (40) hours on the basis of hour for hour compensatory time, provided all such work is approved by the Employer in advance, unless emergent circumstances require later approval. Effective January 2005, the Union shall have a right to request a reopener with respect to compensation for Central Office staff who work in excess of the minimum thirty-five (35) hour work week.
  - 2. a. **Vicinage Staff** - Employees in this unit who supervise other employees in the Criminal, Civil, Family and Finance Divisions and supervisors in administrative services functions as well as those employees who supervise vicinage case related staff and who perform incidental or occasional approved work in excess of two and a half (2.5) hours in any week beyond the minimum work week of thirty-five (35) hours will receive compensation for such work in excess of the two and a half (2.5) hours per week on the basis of hour for hour compensatory time or flex time at the mutual agreement of the employee and manager. Such employees who perform regularly scheduled work beyond the minimum work week of thirty-five (35) hours will have such extra work time adjusted through the use of flex-time.

b. **Vicinage Staff** - The parties recognize that uncompensated work directed to be performed by employees in this unit who supervise other employees in the Criminal, Civil, Probation, Family and Finance Divisions and supervisors in administrative services functions as well as those employees who supervise vicinage case related staff in excess of the minimum work week of thirty-five (35) hours should be limited to incidental or occasional occurrences, and if a pattern of regular assignment of uncompensated extra work is demonstrated the union may seek review and remediation of that pattern with the Trial Court Administrator or his/her designee. If the Union is not satisfied with the review and remediation process, it may pursue the matter as a grievance.

c. "Incidental" is time worked which is unplanned, unexpected, and unscheduled.

The term "occasional" shall be given its ordinary meaning, but in no case shall it exceed six (6) occurrences for a total maximum of six (6) hours in a six (6) month period as to any work beyond the minimum work week of thirty-five (35) hours.

d. For employees who normally work Monday through Friday, if weekend work is required, the employee may request, in advance, flex-time which shall not be unreasonably denied.

- D. When employees accumulate compensatory time balances, the employer shall provide administrative procedures to record these time balances.
- E. Ordinarily a maximum for forty (40) hours of compensatory time may be carried by an employee. When the balance exceeds forty (40) hours, the employee and the immediate supervisor will meet to schedule use of compensatory time consistent with the needs of the operation.
- F. An employee may request use of compensatory time off in periods of less than a full workday. Utilization of compensatory time off for less than a full workday shall be in one-half (1/2) hour increments.
- G. Pursuant to Rules and Regulations of the Civil Service Commission, NL employees shall not receive a cash payment for unused compensatory time upon separation from employment.

## 5.2 Special Project Rate

- A. Employees who are assigned special projects may be entitled to extra monetary compensation at the discretion of the employer for work beyond the regular work week in accordance with applicable Civil Service Commission regulations.
- B. Full-time Judiciary employees in the titles identified below and classified as NL may be paid a common special project rate for all hours worked that are authorized in advance and scheduled by the authorized representative of the appropriate Judiciary appointing authority in excess of the employee's normal work week.

Administrative Supervisor 1  
Court Services Supervisor 1  
Court Reporter Supervisor 1  
Administrative Supervisor 2  
Court Services Supervisor 2  
Administrative Supervisor 3  
Court Services Supervisor 3  
Court Reporter Supervisor 2  
Administrative Supervisor 4  
Court Services Supervisor 4  
ITA 3 (PANJ) / Appendix C

- C. The common special project rate will be the average of the hourly wage midpoint of all eligible titles. Pursuant to Article 7.2.B(1) and (2), there will be separate rates for employees hired on or before the contract ratification date and those hired after the contract ratification effective date. The compensation may be in cash or may be in compensatory time at the sole discretion of the appointing authority.
- D. The determination and extent of eligibility for the common special project rate shall be at the sole discretion of the appointing authority.
- E. The provisions as outlined in 5.2 shall not modify the status of those employees who are exempt under the Fair Labor Standards Act nor shall it create or confer any rights upon the employees of the Judiciary holding the titles identified in Paragraph 5.2B to the common special project rate or availability to work hours in excess of a thirty-five (35) hour work week following expiration of this Agreement.

### 5.3 Alternate Work Week

- A. The Judiciary reserves the right to schedule alternate work weeks within the provisions of the administrative code. The purposes of alternate work weeks include, but are not limited to, practices involving night reporting, field visits by supervisors for purposes of evaluation and training of probation officers as well as weekend supervision of such officers and special programs. The amount of time allocated to the alternate work weeks is set forth as follows:
1. Up to one (1) night per week late night reporting for alternate work week supervision of officers pursuant to established vicinage report night hours.
  2. Employees may also be "on-call" one night per seven (7) days which is defined as being in communication through radio, cell phone and/or any other forms of remote communication with field officers without being required to be on-site at any location. The "on-call" duty shall be rotated. The "on-call" duty may coincide with late report night duty, in which case the supervisor shall not be required to perform additional "on-call" duties within the seven (7) day period.
  3. Up to one (1) night of field work per two (2) consecutive pay periods; and
  4. Up to one (1) weekend day of field work per six (6) consecutive pay periods.

All of these allocations shall be incorporated into the work week by use of alternate work hours.

- B. Notwithstanding the provision set forth in Paragraph 5.1.C, all time actually worked in receiving pages and/or phone calls while "on-call" will earn compensatory time on a straight time basis as per in addition to one (1) hour of compensatory time for serving "on-call." All such compensatory time shall be credited for use by an employee in accordance with the terms of this Agreement.
- C. It is understood and agreed that the establishment of the "on-call" alternate work week program shall not preclude Supervisors from volunteering to work in field work under the policies and procedures of the alternate work week schedule in his or her County/Vicinage that exceed the terms set forth herein. It is further understood and agreed that supervisors who do not normally supervise officers who work in the field may still be required to participate in late night reporting and "on-call"

duties, and when needed to substitute for another supervisor or as temporary reassignment to participate in training and evaluation of officers in the field will also perform field work in accordance with the provision of this Agreement.

- D. Due consideration shall be given to issues of joint concern to the parties including safety, health, individual employee hardship and need for performance of services in the community. With regard to safety, Probation will be guided by the safety standards for New Jersey Probation Officers as prepared by the Task Force on Probation Staff Safety. PANJ and the AOC will continue to study and discuss field safety issues. 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. However, a committee will be established, consisting of two (2) representatives from PANJ and two (2) representatives from the Judiciary to review any problems that cannot be resolved in the first instance at the local level with a view to recommending a suggested solution. This committee should receive few, if any, problems, but once received the committee will act expeditiously (even by telephone) to make its recommendations.

#### **5.4 Alternative Work Arrangements**

- A. The Judiciary may establish flex-time, job sharing, telecommuting and/or alternate workweek schedules as permitted by Judiciary policy.
- B. Flexible work schedules will be subject to change if the Judiciary determines it to be necessary. Unless operational needs require shorter notice, with thirty (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 schedules. Upon request by the Union, the parties shall meet and discuss the proposed changes prior to implementation and shall negotiate concerning the impact of the changes.

**5.5** Employees will not receive compensation for overnight sleep time.

#### **5.6 Data Center Shift Work**

- A. Management may implement a three-day workweek within its seven-day per week, twenty-four hour per day requirements for bargaining unit staff performing shift work in the Judiciary Data Center Computer Operations Unit (hereupon referred to as "Unit"). Unit staff will be organized into four work teams with each team assigned to work a schedule consisting of three consecutive days with the following four days off. Each scheduled

workday will consist of eleven (11) hours, forty (40) minutes plus an unpaid thirty (30) minute lunch (total of twelve (12) hours, ten (10) minutes). The total workweek will remain at thirty-five (35) hours. This schedule will provide for a ten (10) minute overlap of the following shift for work turnover.

- B. In addition to the lunch period, unit staff will be allowed a paid break in accordance with the following schedule:

Ten (10) minutes after two (2) hours of completed work time  
Ten (10) minutes after four (4) hours of completed work time  
Ten (10) minutes after six (6) hours of completed work time  
Fifteen (15) minutes after eight (8) hours of completed work time  
Fifteen (15) minutes after ten (10) hours of completed work time

In addition, it is understood that the paid break at four (4) or six (6) hours may be taken in conjunction with the thirty (30) minute unpaid lunch break so as to extend the lunch break time.

- C. Overtime may be scheduled to provide staff coverage for vacation, sick leave, etc. and to provide sufficient staff to manage the workload.
- D. Compensatory holiday leave time will be established as a pool of hours for each unit employee as follows:
1. Only those employees whose shift begins on the holiday (8 a.m. or 8 p.m.) will be considered to be working on the holiday.
  2. An employee whose regular shift includes a holiday and who actually works the holiday will be credited with seven (7) hours compensatory holiday leave time in addition to their regular rate of compensation per N.J.A.C. 4A:3-5.8.
  3. An employee whose regular shift includes a holiday and who is scheduled to work the holiday and who does not actually work the holiday (due to an unscheduled call-out) but is in pay status (e.g. employee uses vacation, sick, administrative or compensatory leave) will utilize seven (7) hours of holiday time on that day and will be charged with the appropriate type of leave time for the remaining hours of the shift.
  4. An employee whose regular shift includes a holiday and who is scheduled to work the holiday but does not actually work the holiday and is not in pay status (i.e., has no leave balances) will not be paid for the scheduled work day and will not be eligible to utilize seven (7) hours of holiday time.



5. An employee whose regular shift includes a holiday but who is not scheduled to work the holiday will be given seven (7) hours of holiday leave time on that day and the remaining hours of the shift will be charged to any accumulated compensatory holiday leave time balance. If the compensatory holiday leave time balance is not sufficient enough to cover the remainder of the shift, the employee will be charged with vacation leave or administrative leave at the employee's discretion. If the employee has insufficient available compensatory holiday leave, vacation leave or administrative leave balances, the employee will be in no pay status for that portion of the shift.
  6. Other unit employees (those employees whose scheduled shift does not include the holiday) will be credited with seven (7) hours of compensatory holiday leave time.
  7. Employees must be in pay status on their last scheduled workday prior to the holiday to be eligible for the compensatory holiday leave time.
  8. Management will maintain a record of available compensatory holiday leave time to be used by employees following the normal scheduling procedures in the Data Center.
  9. Employees must schedule the use of accumulated compensatory holiday leave time such that the accumulated balance does not exceed thirty (30) hours.
  10. No more than seven (7) hours of compensatory holiday leave balance may be carried over from one calendar year to the next calendar year.
- E. Compensatory holiday leave, compensatory leave, sick leave, administrative leave and vacation leave may be used in one-half (1/2) hour increments. Unit staff using a full day will be charged the full scheduled hours of that day. Any time provisions set forth in the contract which refer to days shall be converted to equivalent hours for the purpose of this Section 5.6, (e.g. leave, discipline).
- F. Unit staff will change or rotate shifts on a regular four-month basis. The four-month rotation will be from the front-end of the workweek to the back-end of the workweek, and vice-versa as well as from the day to night shift and vice-versa. The rotation will generally correspond with the commencement of a pay period. Shift assignments may be adjusted by management based on the operational needs of the Judiciary Data Center. Management will make every effort to accommodate staff in regard to their preferred shift assignments.

- G. All shifts will be scheduled so that an employee's work schedule will be on three (3) contiguous days. An employee's regular work schedule will not include a contiguous Saturday and Sunday. It is, however, understood that emergent situations may result in a temporary modification to these scheduling provisions. Every effort will be made by management to initially schedule the four work teams in such a manner to distribute the holidays in as equitable a manner as possible.
- H. Employees who work in excess of forty (40) hours in any work week will receive compensation for such work beyond forty (40) hours on the basis of hour-for-hour compensatory time, provided all such work is approved by the employer in advance, unless emergent circumstances require later approval.
- I. The three day work week program may be terminated by the Judiciary giving sixty (60) days advance notice to the Union. The parties shall meet to negotiate the impact of the elimination of this workweek schedule.

## ARTICLE 6

### TERM OF AGREEMENT

#### 6.1 Entire Agreement

This Collective Bargaining Agreement contains the entire agreement between the parties and fully supersedes any and all prior agreements or understanding except as set forth below:

- A. The Letter of Agreement dated December 28, 1994.
- B. The Agreement to Resolve Challenged Ballots in Docket Nos. RO-95-171 and RE-95-5.

#### 6.2 The term of this Agreement shall be July 1, 2012 to June 30, 2016.

## ARTICLE 7

### SALARIES 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.

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

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 August 28, 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 August 28, 2015, the Minimum, Maximum 1, and Maximum 2 annual salaries on the salary ranges for each bargaining unit title shall remain at their June 30, 2012, levels, i.e., the Minimum, Maximum 1, and

Maximum 2 annual salaries listed on the June 2011 salary range contained in the parties' prior 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. For employees hired after August 28, 2015, a new, reduced Maximum 2 annual salary for each bargaining unit 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 July 2011 salary range contained in the parties' prior contract. In addition, a new, reduced Maximum 1 annual salary for each bargaining unit title, applicable only to employees hired after August 28, 2015, shall be set at a level 5.0% below the "Max 1" or "Maximum" salary for that title listed on the July 2011 salary range contained in the parties' prior 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 August 28, 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 August 28, 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 August 28, 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 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:

This shall be in addition to the across-the-board salary adjustment outlined above. Notwithstanding the above, no employee will have his/her annual salary increased above Maximum 1.

- 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, 7.3.C or 7.3.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 a Leave of Absence**

- A. New employees hired from January 1 of the previous year through June 30 will be eligible to receive a pro-rata portion of the salary progression described in 7.3 above, consisting of 1/12 for every completed month of employment. Employees hired during the month will receive the following:
  - 1. Employees who start between the first through the eighth day of the month will receive the entire pro-rata portion for that month;
  - 2. Employees who start between the ninth and the twenty-third day of the month will receive one-half (1/2) of the pro-rata portion for that month; and
  - 3. Employees who start after the twenty-third day of the month will not receive any of the pro-rata portion for that month.

Thereafter, affected employees will be on the normal January cycle.

- B. New employees hired between July 1 and December 31 will be eligible in the January following their first year anniversary for the full amount of the salary progression described in 7.3 above. Thereafter, these employees will be on the normal January cycle.
- C. An employee who is otherwise eligible 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 days that an employee is not in pay status during the period, his/her salary progression shall be reduced by one-half 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 to a position in another salary band and that salary band has a higher maximum salary. For purposes of this section "advancement" means that an employee moves from a position in one salary band 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 will be given a 5% increase in salary provided that the new salary range has a higher maximum salary. Notwithstanding the above, no employee shall earn less than the minimum of the new salary band nor earn more than the maximum of the new salary band level.
- C. The Judiciary may make "acting appointments" to vacant unclassified positions or to other positions for which the incumbent is on a leave of absence. Employees appointed to serve in an acting capacity in a title with a salary range that has a higher maximum shall receive the 5% promotional/advancement increase to their base salary consistent with section 7.5.A, above, or be brought to the minimum of the range, whichever is greater, for the time period the employee serves in an acting capacity.

## **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 promotion/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 and except as provided in 9.8.E., 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

### DISCIPLINARY ACTIONS

#### 9.1 Labor/Management Pre-Disciplinary Procedure

- A. The parties may agree to confer regarding resolution of problems in order to prevent disciplinary action.
- B. Counseling and oral and written warnings are appropriate predisciplinary actions to be taken at management's discretion. Counseling and oral and written warnings are not discipline and are not subject to the grievance or arbitration provisions of this contract.
- C. Copies of written warnings must be provided to the employee who may respond in writing. The written response will be attached to the written warning. Warnings and responses will not be placed in the employee's official personnel file.

#### 9.2 Types of Disciplinary Actions

Disciplinary actions may include written reprimands, suspensions, demotions and termination from employment.

#### 9.3 Just Cause

- A. Discipline shall be imposed for just cause only, of which the Judiciary shall bear the burden of proof. No discipline shall be imposed for acts known to the Judiciary more than one (1) year prior to service of an initial notice of discipline, except for acts which would constitute a crime. After eighteen (18) consecutive months without further discipline of the employee in question, management will not use the written reprimand for further discipline, except that this limitation will be a total of twenty-four (24) consecutive months with respect to chronic and/or excessive absenteeism and lateness infractions.

Unclassified employees in a probationary period shall not be entitled to just cause protection during the probationary period.

- B. Discipline shall be progressive in nature and corrective in aim.



#### **9.4 Union Representation During Questioning, Meetings or Hearings**

- A. Any employee who is subject to questioning by the Judiciary or its agents and has reasonable cause to believe that discipline may result, is entitled to Union representation during such questioning. If the Judiciary representative reasonably anticipates that discipline may result, it shall ensure that employees who are being questioned are advised of this entitlement.
- B. Union representation may include a Shop Steward or other employee designated by the Union to handle grievances. A reasonable number of representatives may attend a meeting/hearing upon consultation between the parties.

#### **9.5 Notice of Proposed Discipline**

- A. Written notice of proposed disciplinary action shall be provided to the employee. Such notices shall state the nature of the charges, the alleged acts upon which the charges are based, and the nature of the discipline to be imposed.
- B. Copies of disciplinary notices shall be provided to the Shop Steward and the Union as soon as possible but not more than twenty-four (24) hours after being given to the employee.
- C. The discovery provisions herein do not limit the Union's rights otherwise available under law.

#### **9.6 Hearing Procedure**

- A. Within ten (10) business days after receiving a Notice of Proposed Disciplinary Action, employees may request a hearing, which shall be held within fifteen (15) business days unless agreed otherwise. If no hearing is requested within ten (10) business days, it is deemed waived. A final notice of disciplinary action shall be issued and discipline shall be imposed.
- B. The employee may be represented at the hearing by a Union representative or representatives as defined in 9.4 above. The Judiciary shall issue a decision and furnish the employee and the Union with a Final Notice of Disciplinary Action within twenty (20) business days after the hearing, or such additional time as may be agreed to by the parties.
- C. The Judiciary is obligated to provide documents, information and a list of witnesses that will be relied upon at the disciplinary hearing. Such

documents and information shall be provided to the requesting party, either the Union or the employee, no later than ten (10) business days before the discipline hearing and the Union or the employee is obligated to provide a list of the witnesses and a brief summary of their expected testimony and documents to be relied upon at the disciplinary hearing to the Judiciary no later than five (5) business days before the discipline hearing. Failure of either party to provide any facts, documents or other information shall be remedied appropriately as determined by the Hearing Officer.

- D. Hearing Officers shall not communicate with any party at any time with regard to the substantive details of a case without the consent of both parties.
- E. 1. **Minor Discipline**
- a. Minor discipline shall include: (a) a written reprimand; and (b) suspension of up to five (5) business days.
  - b. Hearings of minor discipline shall be conducted by a local hearing officer. The scheduling of said hearings will be mutually agreed upon by management, the hearing officer and the union.
  - c. **Advisory Arbitration of Minor Discipline**
    - i. Advisory arbitration of minor discipline shall be available only to unclassified employees, and shall be limited to appeals of minor discipline involving suspensions of five (5) days or less. Written reprimands may not be appealed to advisory arbitration. The objective is for the arbitrator to review cases in an efficient and expedient manner.
    - ii. Appeals to advisory arbitration shall be made through the Union. Only the Union will have the right to arbitrate a minor disciplinary action.
    - iii. The Union may appeal, within thirty (30) calendar days of receipt of the final determination, by filing a request for arbitration. Requests for arbitration will be filed using a form agreed upon by the parties. The form should be filed with Counsel's Office.

- iv. The arbitrator is selected on a rotation basis from a panel of arbitrators mutually acceptable to labor and management. Arbitrators will be reviewed and selected on an annual basis.
- v. The arbitration will be scheduled on a regular basis. The arbitration may be held regionally. No more than one (1) day may be spent on any one case with each party having a maximum of three (3.0) hours for presentation of their case.
- vi. Written statements of no more than 5 pages may be submitted no later than five (5) business days prior to the arbitration.
- vii. Appeals will be heard within sixty (60) days of assignment of an arbitrator.
- viii. The hearing will determine whether the discipline was imposed in accordance with the just cause provisions of Section 9.3 in the contract. The hearing will be limited to the charges sustained at the local level. Prior to the hearing, the parties will confer in order to clarify or narrow the issues being appealed as may be appropriate.
- ix. Parties shall have the right to introduce a reasonable number of witnesses and present documentary evidence. A necessary witness who is an employee of the Judiciary will be permitted to appear without loss of pay for the time of appearance and travel time as required.
- x. The arbitrator shall render a decision at the conclusion of the hearing accepting, rejecting, or modifying the hearing officer's decision with a concise statement of reason(s).
- xi. The advisory decision of the arbitrator will be presented to the Administrative Director or his/her designee.
- xii. Prior to issuing a final decision not to accept an advisory decision, in whole or in part, the Administrative Director or his/her designee, will meet with the Union to discuss that decision.

- xiii. If the Administrative Director or his/her designee does not accept an advisory arbitration decision, in whole or in part, the final decision shall be accompanied by a written explanation of why it was not accepted.
- xiv. The parties will split the cost of the arbitration equally. If the arbitrator hears cases involving employees from other unions, the cost of the arbitrator shall be prorated based on the length of the matter(s) heard that day.
- xv. There will be no AOC hearing for minor discipline brought by a vicinage.

## **2. Major Discipline**

- a. Major discipline shall include: (a) termination from employment; (b) disciplinary demotion; (c) suspension for more than five (5) business days per incident (in five (5) day blocks); and (d) suspension for five (5) business days if the aggregate number of business days for which the employee is suspended in the calendar year is fifteen (15) days or more. Removal from positions of Team Leader and Supervising Probation Officer, pursuant to 9.8 below are not subject to disciplinary hearing procedures.
- b. Hearings of major discipline shall be conducted by a hearing officer assigned by the Administrative Office of the Courts. The scheduling of said hearings will be mutually agreed upon by management, the hearing officer and the union.

## **3. Immediate Suspensions**

- a. An employee may be suspended immediately and prior to a hearing where it is determined that the 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 safety, health, order or effective direction of public services. However, a Notice of Disciplinary Action with opportunity for a hearing must be served in person or by certified mail within five (5) days following the immediate suspension.
- b. An employee may be suspended immediately when the employee is formally charged with a crime of the first, second or third degree, or a crime of the fourth degree on the job or directly related to the job.

- F. Hearing officers shall make findings of fact and an advisory recommendation to the Appointing Authority. A copy of the hearing officer's decision will be provided to the parties. The Appointing Authority or his or her designee shall issue a written final notice of disciplinary action. The Appointing Authority or his or her designee can accept, reject or modify the hearing officer's decision. If the hearing officer's decision is rejected or modified, the Appointing Authority or his or her designee shall explain why in the final written determination.
- G. Classified employees may appeal the appointing authority decision to the Civil Service Commission in accordance with the New Jersey Civil Service Commission regulations.

**9.7 Miscellaneous Provisions - Applying to Paragraphs 9.1 to 9.6**

- A. Hearings conducted pursuant to this provision shall be fair and impartial and shall provide, at a minimum, for examination and cross examination of witnesses and procedures for the authentication of evidence to be introduced. Either party may make a verbatim record of the hearing through a certified court reporter or tape recording, but no recording of such proceedings shall be made without notification to the other party. The party making the verbatim record shall provide the other party with a copy of the record upon request, in which case the cost of the recording shall be shared equally by the parties.
- B. No loss of pay shall be suffered by any employee, including a Union representative from within the County where the hearing is taking place and/or by non-cumulative witnesses, as a result of attendance at disciplinary hearings during working hours. Out of vicinage union representatives or officials shall each be charged union time to attend the proceeding, except that if one out-of-vicinage union representative attends the proceeding to participate in the hearing without outside consultant or other out-of-vicinage representatives there will be no charge to paid union leave time.
- C. No employee shall be coerced, intimidated or suffer any reprisal as a result of participation in disciplinary hearings.

**9.8 Team Leader and Supervising Probation Officer Positions**

- A. The Judiciary has the non-reviewable right to remove employees in Team Leader and Supervising Probation Officer positions from those positions and said actions shall not be deemed to be discipline and subject to the disciplinary appeal procedure, grievance procedure and/or arbitration procedure. If a Team Leader or Supervising Probation Officer is removed

from his/her position, pursuant to this provision, he/she will be permitted to return to his/her previously held career service title. If no prior career service title was held, the Judiciary will make good faith reasonable efforts to place the employee in another position.

- B. Additionally, the first sentence of Paragraph 8(a) of the Letter of Agreement of December 28, 1994 and paragraph 9.3.A above are agreed to be inapplicable to Team Leaders and Supervising Probation Officers.
- C. Disciplinary actions, as defined in 9.2 above, are subject to the hearing provisions set forth in 9.6 above.
- D. Prospective applicants for bargaining unit positions will be notified of the provisions of this article, through a notation on the job posting, prior to making application for the position.
- E. Notwithstanding the provisions in Article 7.6, employees removed under this section 9.8 who are returned to their previously held titles, whose normal demotional decrease would take them to Maximum 1 salary level of the previously held title, and who had held the position of Team Leader/Supervising Probation Officer for at least two years, will be placed at the Maximum 2 salary level of the previously held title to which they are returned.
- F. Employees who are being returned to their previously held title under 9.8, whose previous title had been Probation Officer, who were hired as Probation Officers prior to February 1, 2009, who would have attained the years of service necessary to advance to the title of Senior Probation Officer had they not been promoted to Team Leader/Supervising Probation Officer, will be placed in the Senior Probation Officer title upon removal under section 9.8.
- G. An employee removed under Article 9.8.A who has attained at least five (5) but less than ten (10) years of service as a Team Leader or Supervising Probation Officer, who has no prior career service title to return to, and who is not offered another position with the Judiciary, will receive one (1) week of severance pay upon his or her removal.
- H. An employee removed under Article 9.8.A who has attained ten (10) or more years of service as a Team Leader or Supervising Probation Officer, who has no prior career service title to return to, and who is not offered another position with the Judiciary, will receive two (2) weeks of severance pay upon his or her removal.

## ARTICLE 10

### GRIEVANCES

#### 10.1 Grievance Definition

A "grievance" is:

- A. A claimed breach, misinterpretation or improper application of the terms of this Contract (contractual grievance); or
- B. A claimed violation, misinterpretation or misapplication of rule or regulations, existing policies or practices, orders, agreements, administrative decisions, or laws applicable to the Judiciary and policies applicable to the grievant which establish terms and conditions of employment (non-contractual grievance). Non-contractual grievances shall not be subject to arbitration procedures defined in this article.
- C. 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.

#### 10.2 Purpose

- A. The purpose of the grievance procedure is to secure prompt and equitable resolutions to problems regarding the administration of this Agreement or other terms and conditions of employment. To this end, relevant and necessary information, materials and documents concerning any grievance shall be provided by the employer and/or by the union upon written request.
- B. The following procedure shall be the sole and exclusive means of seeking adjustments and settling grievances.

#### 10.3 General Rules

- A. Formal grievances shall be filed by the Union and shall be governed by the procedures set forth herein. The grievant may be an individual employee, a group of employees, or the Union itself. The Union may submit a grievance either within the time limits referred to herein or initially at Step 2 with the consent of the Chief, Labor and Employee Relations

Unit of the Administrative Office of the Courts which consent shall not be unreasonably withheld, within thirty (30) business days of the occurrence giving rise to the grievance or within thirty (30) business days of the time the occurrence is known to the Union, whichever is later. The time limits set forth above for a grievance submitted at the Step 2 level, shall be used for a Union grievance.

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.

- B. Employees using this grievance procedure shall not be coerced, intimidated or suffer any reprisal as a direct or indirect result of such use or representation by the Union during the grievance procedure.
- C. The Union may undertake to amend the grievance during any step of the procedure. It is understood that such amendment is only for the purpose of clarification and shall not be utilized to change the nature of the grievance or to include additional grievants or issues.
- D. Meetings and/or hearings shall be scheduled by the Judiciary after consultation with the Union as to availability of mutually convenient dates and times within the time limits set forth herein.
- E. Where the subject of a grievance suggests it is appropriate, and where the parties mutually agree, such grievance may be initiated at or moved to any step of the procedure, prior to arbitration without hearing at a lower step. Agreement shall not be unreasonably withheld. Prior to arbitration, a grievance shall be heard at least at the Step 2 hearing level.
- F. The number of days indicated at each step of the grievance procedure 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.
- G. The failure of the grievant to file or respond within the time frames, except for emergent reasonable cause, constitutes abandonment of the grievance and the lack of response by the Judiciary within the prescribed time periods, unless time limits have been extended by mutual agreement, constitutes denial of the grievance.
- H. The Union shall have the right to be present and to state its views at all steps of the grievance procedure.



- I. The Judiciary shall provide both the grievant and the union with a copy of the grievance decision at each step of the procedure. Documents pertaining to a grievance shall be filed in a separate Human Resources grievance file and not in the local Human Resources official personnel file of any of the participants unless they originated in the file.
- J. At each step of the procedure, all grievance decisions shall include an explanation of the reason for the decision.
- K. The Judiciary shall provide both the grievant and the Union with a copy of the grievance decision at each step of the procedure.
- L. A local union Steward shall be permitted reasonable time up to one (1) hour and reasonable requests for extensions, to investigate in vicinage grievances and reasonable time to present and process in vicinage grievances during working hours without loss of pay or time.
- M. Any employee scheduled by the parties during his/her working hours to participate in grievance procedures shall suffer no loss in pay or benefits for appearances in grievance hearings. There shall be no claim for compensatory time in the event the grievance hearing extends beyond the employee's normal work day.
- N. Where the employee or the Union requests employee witnesses, permission for a reasonable number of witnesses required during the grievance proceedings will be granted. A witness of such proceedings will be permitted to appear without loss of pay for the time of appearance and travel time as required if during his/her normal scheduled working hours. There shall be no claim of overtime in the event the grievance hearing extends beyond the witnesses normal work day.
- O. The burden of proof shall be on the grievant.
- P. Management, at any step of the grievance process, may consolidate two or more grievances on the same issue and process them as a group grievance.
- Q. Upon written request, the filing party, either the union or employee, and management, shall provide to the hearing officer and the other party, the names of witnesses and the reason for their appearance at least five (5) days prior to a scheduled hearing. In addition, upon written request, parties will exchange documents to be relied upon in the hearing in accordance with the above time frames. This is not intended to limit the parties' obligation to provide information pursuant to 10.2 in a reasonable period of time after the request.

- R. To pursue a grievance, the Union and/or grievant shall set forth the Article(s) and/or other sources of authority, e.g., regulation, policy, etc., being violated and the factual basis for the grievance.

#### **10.4 Preliminary Informal Procedure**

An employee may orally present and discuss a grievance with his/her immediate supervisor on an informal basis. A verbal disposition of the grievance shall be given the grievant within five (5) business days. The employee has the option of having a Union Steward present for the discussion. However, the Union shall not be bound by any informal settlement between the employee and his/her supervisor.

#### **10.5 Formal Procedure**

##### **A. Step 1: Senior Manager/Trial Court Administrator**

A grievance shall be submitted in writing to the Senior Manager/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. Acknowledgement by management will be sent to the filing party.

A meeting shall be scheduled between the grievant and the Senior Manager/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.

**B. 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.

**C. The Hearing Officer's authority at the Step 2 hearing is as follows:**

1. A hearing shall include an opportunity to be heard.
2. The hearing officer shall have full authority to hear the matter.
3. 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.
4. 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.
5. 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 3 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.

6. Except as provided in paragraphs 3 and 5, 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.
7. 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.
8. If both parties desire a transcript, the cost of the transcript shall be shared equally.

## **10.6 Arbitration**

- A. A non-contractual grievance as defined in Section 10.1(b) above shall not be subject to arbitration.
- B. If a grievance which involves an alleged violation of the application or interpretation of the agreement as defined in Section 10.1 (a) above, is not satisfactorily resolved at Step 2, then arbitration may be requested only by the Union through its designee within thirty (30) calendar days from the date the Union received the Step 2 decision or if no decision, forty five (45) calendar days. Said request shall be filed with the Counsel's Office. If mutually agreed, a pre-arbitration conference may be scheduled for the purpose of attempting to settle the matter and to frame the issue or issues absent a settlement.
- C. The parties herewith agree upon the following panel of arbitrators: Robert Glasson, Joseph Licata, James Mastriani, Susan Osborn, Joan Parker, Jeffrey B. Tener 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.

- D. The arbitrator shall conduct a hearing to determine the facts and render a decision in writing to the parties. The arbitrators shall not have the power to add to, subtract from, or modify the provisions of this Agreement or laws of the State, or any written policy of the Judiciary not inconsistent with this Agreement, or to determine any dispute involving the exercise of management function which is within the authority of the Judiciary, 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. Any cost of recording and/or transcription shall be borne by the party requesting the service, unless the other party requests a copy of the recording and/or transcription, in which case the cost of the recording and/or transcription will be shared equally by the parties.
- E. The arbitrator shall hold the hearing at a time and place convenient to the parties within thirty (30) calendar days of his/her acceptance to act as arbitrator and shall issue his/her decision within thirty (30) calendar days after the close of the hearing.
- F. Upon written request, the Union and management are mutually obliged to provide discovery within a reasonable period of time but no later than ten (10) days prior to hearing. Discovery is defined as the disclosure of witness lists and relevant, non-confidential, non-privileged facts, documents or other information to be relied on by the party at the arbitration hearing.

**10.7** 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.

**10.8. 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

### EFFECT OF NEGOTIATIONS

#### **Maintenance of Terms and Conditions of Employment**

Unless specifically altered by this Agreement, the Letter of Agreement entered into between the Judiciary and its employee representatives on December 28, 1994 and the agreement to resolve challenged ballots between PANJ/CWA and the Judiciary dated August 8, 1996, shall remain in effect unchanged.

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

**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

### JUDICIARY 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 Grievances concerning these matters shall be considered non-contractual.

#### 15.4 Overnight Travel

If the Judiciary authorizes two employees to travel and stay overnight in a double room and the employees agree to each get a private room, the Judiciary will reimburse each employee for up to one-half ( $\frac{1}{2}$ ) 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 herein.
- 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 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** Those central payroll professional employees whose vacation days currently exceed the limits in Section Two above shall be grandfathered at their present level of vacation leave until they reach the next level as described in Section Two above.
- 16.4** 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.
- 16.5** 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 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.
- 16.6** A maximum of one (1) year vacation leave may be carried forward to the succeeding year.
- 16.7** 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.
- 16.8** Vacation leave may be granted and shall be recorded and tracked in one-half (½) hour increments.
- 16.9** 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.
- 16.10** 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 and/or manager.
- 16.11** 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 of one month's entitlement.
- 16.12** 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 N.J.A.C. 4A:6-1.9.
- 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 (½) 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 employees covered by this Agreement and eligible for sick leave with pay shall be entitled to the use of sick leave as provided herein.
- 18.2** 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.
- 18.3 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.
- 18.4**
- 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.
- 18.5** Paid sick leave may be utilized and shall be recorded and tracked in ½ hour increments.

## 18.7 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 any 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.



## ARTICLE 19

### LAYOFF AND RECALL

#### 19.1 Layoff Procedures

N.J.A.C. 4A:8 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.
- C. Except for emergencies, affected employees shall be given a generalized notice of layoff at least forty-five (45) days prior to the reduction in force.
- D. 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 availability and/or local operational needs.
- E. Each Appointing Authority shall consider the following factors when determining which unclassified employees within a job band shall be laid off:
  - 1. Level within a Job Band
  - 2. Seniority within the Judiciary
  - 3. Disciplinary Action Record

a. Level within a Job Band

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

Level 1	1 point
Level 2	2 points
Level 3	3 points
Level 4	5 points

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

b. Seniority with the Judiciary

- i. 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  $\frac{2}{3}$  a point for every completed year of service.
- ii. 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.
- iii. 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.
- iv. 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.

c. 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 more than 5 days in 5 day blocks	3 points

- F. 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.

- G. The Judiciary reserves the right to retain employees with unique specialized skills, experience or training that cannot be readily performed, replaced or acquired by those employees who would otherwise be retained under the provisions of Paragraphs E and F, above. It is understood that this provision will only be applied in limited circumstances when it is necessary to maintain public service or systems and only after consultation with the Union. If the union is in disagreement, it may request the Judiciary Review Board to make a recommendation.
- H. 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.
- I. Laid off unclassified employees shall have no bumping rights.

J. Laid off unclassified employees shall be sent electronic copies of all Judiciary job vacancy notices for a period of two (2) years and shall be given due consideration, along with other qualified applicants, if they submit a resume in 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.

K. 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 (1) 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 Sub-Contracting and Privatization**

The Judiciary will discuss with the Union, any decision to subcontract work based on solely fiscal reasons when it is apparent that employees will be laid off as a direct result of the subcontracting.

**19.4** 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. The Administrative Code shall govern in the event of a conflict with this Article. All such requests shall be reasonably considered.
- 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** Unpaid leaves of absence 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, but notwithstanding this procedure the anonymous document shall be provided to the named employee if the contents of the document are investigated.

#### 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

### JOB OPPORTUNITIES

#### 22.1 Posting

- 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 an external posting shall not be required when filling a temporary vacancy not exceeding six (6) months and posting is not required if the position is filled through a lateral transfer or reassignment.
- B. All vacancies in unclassified positions shall be posted at all Judiciary work locations except where an attrition program or budget constraints necessitates an internal posting open only to the employees of the appointing authority.
- C. Judiciary-wide postings will be for a minimum of fifteen (15) working days. Appointing Authority-only postings will be for a minimum of ten (10) working days.
- D. The Union shall be given electronic copies of all postings.
- E. Following the closing date of the posting, positions that will be filled shall be filled with qualified individuals.
- F. Where InfoNet access is available, notices of vacancy are not required to be posted on bulletin boards.

#### 22.2 Voluntary Transfer and Reassignment

- A. Employees who desire to transfer to another appointing authority's jurisdiction or to be reassigned within an appointing authority's jurisdiction should put such a request in writing using a form provided by the Judiciary to both the sending and receiving appointing authorities.
- B. Such requests shall be renewed by the employee every six (6) months if the employee still desires to be transferred or reassigned.
- C. Whenever management intends to fill a vacant position, management shall check the above-described request file and let the employee and the local hiring manager know of the vacancy. This provision is not subject to the arbitration provisions of Article 10.

### **22.3 Involuntary Transfer and Reassignment**

- A. No county judicial employee who became a State judicial employee on January 1, 1995 as a result of the Judicial Employees Unification Act, shall be transferred or reassigned between counties or between a county and the centralized Clerks' Offices or the Administrative Office of the Courts in Trenton, without the employee's consent, except in the case of an emergency for which the Judiciary could not plan.
- B. In the event the Judiciary must, as a result of an emergency, involuntarily transfer or reassign a county judicial employee who became a State judicial employee on January 1, 1995 as a result of the Judicial Employees Unification Act, it shall only be done for a short duration, not to exceed sixty (60) calendar days in any twelve (12) month period, and only after giving the reasons, in writing, to the employee and the Union. Prior to such transfer or reassignment, volunteers shall first be solicited from among the existing qualified workforce.

### **22.4 Employees Who Leave and Return to The Judiciary**

Bargaining unit employees who leave Judiciary service may be hired back by the Judiciary at management's discretion. If an employee is rehired within 270 days from the date of his or 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 along with any across the board salary increases paid to the bargaining unit since his or her separation. Employees rehired beyond the 270 days will be paid pursuant to the terms of the collective negotiations agreement. Additionally, performance increases for rehired employees will be covered by the collective bargaining agreement. If a former employee seeks to return to Judiciary employment within 180 days of the last day in pay status and a vacancy exists for a position in the employee's former title, management is not required to post a recruitment for that position, as required in Article 22.1 above. Nothing in this provision requires the Judiciary to rehire any employee who separates from Judiciary service. This provision is neither grievable nor arbitrable.

### **22.5 Probationary Period**

Employees who are hired into the bargaining unit from outside of the Judiciary into unclassified positions shall have a probationary period of four (4) months, with the option of a two (2) 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.
- 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 sixty (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 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 provision of this agreement is 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 provision of this agreement is 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 reasonable safe and healthful place of employment for all employees. References to safety are intended to include a concept of reasonable personal security and protections which shall be maintained to assure employees against physical harm.
- 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 consistent with the approved protocol established for the use of the vests.

#### 25.3 Labor Management Committee

The Statewide Labor Management Health and Safety Committee will continue to meet regularly to discuss and review health and safety matters that have a statewide impact. This committee will consist of equal members of management and labor. When appropriate, county Health and Safety Committees may refer issues with statewide impact to the Statewide Committee.

## ARTICLE 26

### POSITION CLASSIFICATION

#### 26.1 Classification Review

- A. An employee 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.

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, whether it was initiated by the employee or by Judiciary management, 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. For Unclassified Employees:

An employee who has had a classification determination completed by the Administrative Office of the Court's Classification Section and is unsatisfied with the result, may submit an appeal in writing to the Classification Review Board as outlined in 26.3 below.

- B. For Career Service employees:

1. Appeals concerning the band assignment must be submitted in writing to the New Jersey Civil Service Commission (CSC), with a copy to the local Human Resources Office and the AOC's Classification Section.
2. Appeals concerning the level within the assigned band must be submitted in writing to the Classification Review Board within the Judiciary as outlined in 26.3.
3. Appeals concerning the level assignment within a band after the CSC determines that a different band is appropriate must also be submitted in writing to the Classification Review Board within the Judiciary as outlined in 26.3.

- C. For Both Unclassified and Career Service Employees:

An employee's appeal of a classification determination is governed exclusively by the provisions of this Article and is not subject to the contractual grievance procedure or arbitration 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 who shall serve for a one year period, which may be renewed by mutual agreement between the parties. 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 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**

- A. Nothing in Article 26 affects any rights the union may have to raise a claim of preservation of unit work.
- B. Employees in this unit who are in the classified service shall retain their classified rights while they remain in this unit.

## ARTICLE 27

### 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 made 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 28

### EMERGENCY CLOSINGS AND SPECIAL OBSERVATIONS

#### 28.1 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.

#### 28.2 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).

#### 28.3 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 29

### 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.

For the term of this agreement, employees may use the Education and Training Fund for the PANJ conference registration. The parties shall agree on the maximum per person conference registration reimbursement each fiscal year, based upon the available Education and Training Fund allocation determined by the Judiciary, subject to the Administrative Director's prior approval of the agenda.

- B. 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 (2) working days. Employees attending this conference shall not be entitled to overtime or compensatory time payments while attending said conference. The Judiciary and the Association shall, during the term of this agreement, cooperate in support of the conference.

## ARTICLE 30

### COURT REPORTER SUPERVISOR 1s AND 2s

#### 30.1 Education and Training Leave

Effective July 1, 2008, the Judiciary will provide one paid day per calendar year for education and/or training resulting in CEU or Real Time credits, subject to advance review and approval.

#### 30.2 Court Recess

CRS's and ACRS's are required to report to the courthouse when the court is in recess. CRS's and ACRS's are managers and are required to be in the courthouse to perform administrative functions.

#### 30.3 Financial Reports

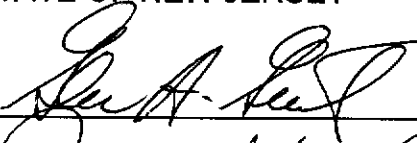
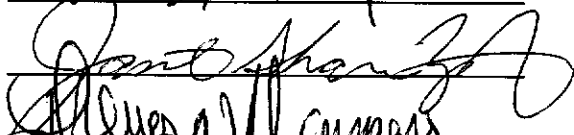
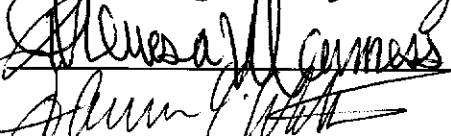
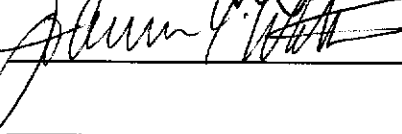
- A. As requested by the Administrative Director of the Courts pursuant to Rule or N.J.S.A. 2B:7-6, an official court reporter shall submit a report of his or her transcript income and expenses, setting forth the net income for reporting activity within the courts.
- B. The contents of these reports shall be kept confidential and they shall not be indiscriminately disseminated or made otherwise available for inspection without the prior approval of the Union and the official court reporter involved.

#### 30.4 Americans With Disability Act


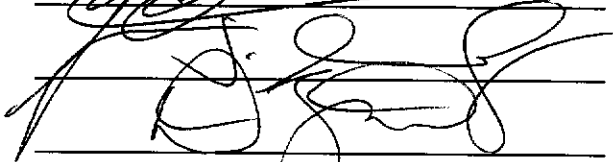
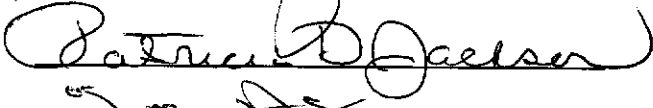

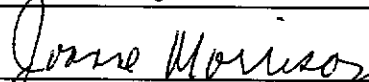
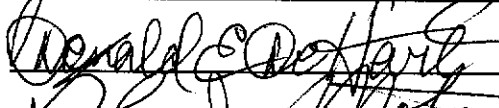

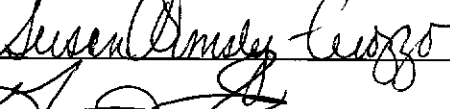

- A. CRS's and ACRS's will be directed to cover Americans with Disability Act assignments as directed by the Deputy Clerk, Appellate Division, Administrative Services.
- B. It is understood by the parties that the basic equipment required for real time reporting shall be the personal property of the CRS and ACRS. This equipment shall include real time software dictionary, steno writer and notebook computer. If any additional equipment is necessary for compliance with the Americans with Disabilities Act, that additional equipment is to be provided by the Judiciary. If a situation arises where the Judiciary must use the CRS's and ACRS's equipment, the Judiciary agrees to be responsible for loss during such use due to fire, theft or damage caused to any such equipment equal to the fair market value thereof. The Judiciary may not use a CRS's and ACRS's equipment, except with consent of the CRS and ACRS.

IN WITNESS to this Agreement duly ratified and approved as of August 28, 2015, the parties have caused their duly authorized representatives to affix their signatures hereto this 31<sup>st</sup> day of March, 2016.

FOR THE JUDICIARY OF THE  
STATE OF NEW JERSEY

FOR THE PROBATION ASSOCIATION  
OF NEW JERSEY - PROFESSIONAL  
SUPERVISORS' UNION

## APPENDIX A

PROBATION ASSOCIATION OF NEW JERSEY PROFESSIONAL SUPERVISORY UNIT Effective August 29, 2015					
Title	Minimum	Employees Hired On or Before 8/29/2015		Employees Hired After 8/29/2015	
		Maximum 1	Maximum 2	Maximum 1	Maximum 2
Administrative Supervisor 1	\$53,981.68	\$87,752.35	\$90,648.17	\$83,364.73	\$86,115.76
Court Services Supervisor 1	\$53,981.68	\$87,752.35	\$90,648.17	\$83,364.73	\$86,115.76
Court Reporter Supervisor 1	\$56,918.25	\$98,764.52	\$102,023.75	\$93,826.29	\$96,922.56
Court Reporter Supervisor 1 (Real-Time)	\$60,663.84	\$105,007.16	\$108,472.39	\$99,756.80	\$103,048.77
Administrative Supervisor 2	\$59,854.85	\$103,921.19	\$107,350.59	\$98,725.13	\$101,983.06
Court Services Supervisor 2	\$59,854.85	\$103,921.19	\$107,350.59	\$98,725.13	\$101,983.06
Court Services Supervisor 3	\$68,664.59	\$107,391.47	\$110,935.39	\$102,021.90	\$105,388.62
Administrative Supervisor 3	\$68,664.59	\$107,391.47	\$110,935.39	\$102,021.90	\$105,388.62
Court Reporter Supervisor 2	\$68,664.59	\$107,574.27	\$111,124.21	\$102,195.56	\$105,568.00
Court Reporter Supervisor 2 (Real-Time)	\$72,410.15	\$113,816.89	\$117,572.85	\$108,126.05	\$111,694.21
Administrative Supervisor 4	\$68,664.59	\$111,296.40	\$114,969.17	\$105,731.58	\$109,220.71
Court Services Supervisor 4	\$68,664.59	\$111,296.40	\$114,969.17	\$105,731.58	\$109,220.71

## APPENDIX B

### Title Consolidation\*\*\*

Band/Level	Title
5-2b	<b>Court Interpreter 3</b> Court Interpreter I Judiciary*
9-1	<b>Administrative Supervisor 1</b> Acct Mgr* Judiciary Data Processing Control and Scheduling Supervisor Judiciary Operations Shift Supervisor
9-1	<b>Court Services Supervisor 1</b> Dir CIU Dir Intake Judiciary Community Development Specialist Coordinator Program Coordinator Proj Coord Proj Dir
9-2a	<b>Court Reporter Supervisor 1</b> Assistant Supervisor, Official Court Reporters A Assistant Supervisor, Official Court Reporters C
9-2b	<b>Administrative Supervisor 2</b> Accountant 1 Acct Mgr* Administrative Analyst 1 Appellate Case Analyst 2 Supervising Accountant, Judiciary Supervisor of Data Processing Programming
9-2b	<b>Court Services Supervisor 2</b> Assistant Superintendent Residential Group Center Coor Cent Jud Proc Court Interpreter 1 Judiciary* Principal Probation Officer 2 Supervising Probation Officer Judiciary* Team Leader Judiciary

\*Classification surveys determined that there are two levels of supervision for this title.

\*\*\*Salary ranges for these titles appear in Appendix A.

## APPENDIX B

### Title Consolidation\*\*\*

Band/Level	Title
9-3a	<b>Administrative Supervisor 3</b> Facilities Planner Administrative Analyst 1 Section Supervisor Administrative Assistant 2 Judiciary
9-3a	<b>Court Services Supervisor 3**</b> Superintendent Residential Group Center Principal Probation Officer 1 Supervising Hearing Officer Judiciary Supervising Probation Officer Judiciary *
9-3b	<b>Court Reporter Supervisor 2</b> Supervisor, Official Court Reporters A Supervisor, Official Court Reporters C
9-3c	<b>Administrative Supervisor 4</b> Judiciary Data Processing Lead Systems Programmer/Analyst 2 Judiciary Lead Programmer/Analyst 2 Judiciary Telecommunications Systems Analyst 1 Supervisor, Judicial Education & Performance
9-3c	<b>Court Services Supervisor 4</b> Judiciary Supervising Intensive Supervision Program Officer

\* Classification surveys determined that there are two levels of supervision for these titles.

\*\* Incumbents in this broadbanded title currently holding titles of Principal Probation Officer 1 and Supervising Probation Officer Judiciary are grandfathered. Upon vacancy, these positions will not be filled at this level, and future appointments to the Probation series will cap at the Court Services Supervisor 2 title.

\*\*\*Salary ranges for these titles appear in Appendix A.

## APPENDIX C

Employees who retain Information Technology Analyst 3\* (ITA3) titles but remain in Professional Supervisory Unit per the Titles Agreement:

<u>Position No</u>	<u>Name</u>	<u>Title</u>
949512	Edda Burry	ITA3/PANJ

Employees who retain Financial Specialist 2\* and Administrative Specialist 4\* titles but remain in Professional Supervisory Unit per the Titles Agreement:

<u>Position No</u>	<u>Name</u>	<u>Title</u>
935794	Mimi Lakind	Financial Spec. 2
948881	Alan Beck	Admin. Spec. 4

\*These titles are generally represented by the Communication Workers of America in the Professional Non-Case Related Unit. These employees have been and will continue to be represented by the Probation Association of New Jersey. Salary ranges for these titles are identified in the Agreement between the Judiciary and the CWA. These positions will revert to the CWA upon vacancy.



*Letter of Agreement*

*between*

*The New Jersey Judiciary*

*and*

*The Labor Representatives of the  
Employees in the New Jersey  
Judiciary*

*December 28 1994*

1. *This Letter of Agreement is freely and voluntarily entered into by the Judiciary and the majority representatives, as defined by N.J.S.A. 34:13A-5.3, of judicial employees in order to establish the framework for employer-employee relations between the Judiciary and the majority representatives of Judiciary employees. Additionally, this letter is necessary to provide for the protection of compensation, to establish the benefits, to ensure fair treatment and to secure certain rights for judicial employees prior to and upon conversion to State service.*

2. *This terms of this Letter of Agreement shall govern employer-employee relations for those bargaining units in which a duly authorized majority representative signs this agreement.*

3. *Both the Judiciary and the majority representatives which sign this Letter of Agreement prior to the State funding of the County Court system recognize and anticipate that there will be State-wide elections, in statewide bargaining units, for new majority representatives. Any majority representative which accepts certification under the provisions of the Judicial Employees Unification Act or under paragraph 5 of this Agreement, by accepting such certification, agrees to be bound by the terms of this Agreement.*

4. *No party to this Letter of Agreement shall be under any obligation in law or in equity to re-open its terms, nor shall anything contained in this Letter of Agreement be construed to bind the Department of Personnel in administering its statutory obligations.*

5. In order to promote harmonious Judiciary employer-employee relations, the Public Employment Relations Commission (PERC) shall have jurisdiction consistent with the provisions of the New Jersey Employer-Employee Relations Act, subject to appellate judicial review, over those aspects of employer-employee relations contained in this section.

a. Representation – Subject to the provisions of Section 5 of the Judicial Employees Unification Act and otherwise consistent with the New Jersey Employer-Employee Relations Act, PERC shall process representation petitions, conduct fact-finding hearings and issue decisions and certifications on representation issues.

b. Unfair Practices – PERC shall process unfair practice charges in accordance with N.J.S.A 34:13A-5.4, consistent with its rules and case law, except unfair practice charges asserting a scope of negotiations broader than that set forth in this Agreement.

c. Scope of Negotiations – The scope of negotiations for labor contracts covering Judicial employees which shall take effect on or after January 1, 1995 shall include only the following subjects, and only to the extent that any of these are not pre-empted by State statute or regulation, and subject to the Judicial Employees Unification Act:

- (1) salary, wages and all other forms of economic compensation;
- (2) health benefits;
- (3) leave time (both paid and unpaid) and holidays;
- (4) the economic impact of the hours worked;
- (5) grievance procedures and disciplinary appeals, including binding arbitration, subject to the provisions of Section 8 of this Letter of Agreement;
- (6) safety and health;
- (7) payroll deductions including union dues and representation fees;
- (8) procedural aspects of employee performance evaluations, promotions, layoffs and subcontracting;
- (9) procedural aspects of inter-county transfers and reassignments, including superseniority for union representatives;
- (10) any other subjects which the Supreme Court may, from time-to-time, establish, upon petition of a majority representative, under rules established by the Court.
- (11) Any matter negotiated and made part of a contract which takes effect on or after January 1, 1995 that is not within the ten scope of negotiations

topics set forth above shall have the same force and effect, for that contract only, and only for the life of that contract, as if it had been permitted under those topics.

d. *Public Employment Relations Commission Appeal Board - - Disputes over the collection and expenditures of representation fees in lieu of dues paid by judicial employees shall be processed by the Public Employment Relations Appeal Board consistent with its rules and case law.*

e. *Nothing in this Letter of Agreement shall trigger, in any collective agreement between the Judiciary or Vicinage and a majority representative in effect prior to January 1, 1995, any clause which would expand the scope of negotiations in such agreement to include binding grievance arbitration.*

f. *The Judiciary understands that employees have a great interest in their existing hours of work and in being involved in discussions surrounding any changes in their hours of work. Current hours of work, existing flex-time arrangements, and existing work schedules shall continue unless the Judiciary determines that a change in the hours of work, work schedules or flex-time arrangement will be implemented, in which case no less than thirty (30) days written notice shall be provided to the majority representative prior to such 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 the assignment of overtime, unless it would modify an existing, flex-time arrangement which is approved in writing by the supervisor, nor to emergent situations where operational needs compel short notice.*

6. *The Judicial Employees Labor Alliance may make nine nominations for membership on the Advisory Committee on Outside Activities of Judicial Employees. These nominations shall include three representatives each in Category 2, Category 3 and Category 4 of the Judiciary Personnel Code of Conduct Employment Categories. Where nominations are made, one Alliance nominee will be selected in each of these three categories for membership on the Advisory Committee.*

7. a. *The parties to this agreement acknowledge that the Judiciary's workforce comprises employees in both the career service and the unclassified service.*

b. *With reference to employees serving under Court Rule 1:33 appointments, and future appointments to be made under that rule or otherwise in the unclassified service, the Judiciary will strictly adhere to existing procedures, or any subsequently published procedures, for establishing and filling such positions, and will work to ensure consistency of responsibilities and compensation within individual titles, subject to any negotiations obligations. Copies of all such procedures will be forwarded to all majority representatives. Copies of vacancy postings will be forwarded to all affected majority representatives prior to being posted. Written assertions to the vicinage Trial Court Administrator and the Administrative Office of the Courts by a majority representative that one of the Judiciary's rules or procedures has been violated will be promptly investigated by management. In the event it is determined that one of the Judiciary's rules or procedures has been violated, corrective and remedial action will be taken to insure that the rule or procedure which has been violated is followed.*

c. *As soon as practicable, the Judiciary will, after full and frank discussion with representatives of the Judicial Employees Labor Alliance, establish general principles which will be used by the Judiciary to determine whether or not it is practicable for present and future titles to be allocated to the unclassified or career service of the State. The Judicial Employees Labor Alliance, or successor majority representatives of statewide negotiations units of judicial employees, will have a continuing and meaningful role in evaluating the allocation of new titles to the career and unclassified services.*

8. a. *No nonmanagerial judicial employee shall be disciplined or discharged except for just cause. Represented employees in the unclassified service will have such procedures for review of suspension and discharge as are negotiated through their majority representatives, except that Rule 1:33 employees, other than Court Aides and those holding highly technical or specialized positions under Directive #8-87, section 1.c, shall be able to negotiate only advisory, not binding, procedures for review of suspension and discharge.*

b. *No later than July 1, 1995, the Judiciary will establish procedures for insuring that nonmanagement, unrepresented employees in the unclassified service will be entitled to independent advisory review of suspension and discharge.*

9. *To foster an effective transition to a unified court system characterized by cooperative labor-management relations, high performance and a quality workplace, and to advise the*

Chief Justice on consensus approaches to issues of concern to the Judiciary and judicial employees, the Judiciary and the Judicial Employees Labor Alliance have agreed to the establishment of the following committees:

a. *Workforce Planning and Job Design* – This committee will review the design of and will assist in monitoring a classification study which will review existing titles and job functions and make recommendations for the appropriate title structure in the unified Judiciary, and will make recommendations to the Chief Justice and the Department of Personnel on a workforce plan for the Judiciary. The committee will also be charged with evaluating approaches to ensure that no employee will be laid off or suffer a loss in compensation due directly to implementation of the classification study.

b. *Unification* – This committee, which was instrumental in the development of the consensus Judicial Employees Unification Act and this Letter of Agreement, will have a continuing and meaningful role in evaluating and recommending to the Chief Justice and the Department of Personnel, as appropriate, the allocation of new titles to the career and unclassified services. The committee will also monitor transportation issues throughout the transition process and make recommendations to the Chief Justice as appropriate.

c. *Health and Safety* – This committee will evaluate health and safety conditions throughout the Judiciary, and make recommendations to the Chief Justice for the maximum protection of Judicial employees and the citizens of New Jersey in their use of the judicial system. In its discussions, the committee will be guided by the standards established by the Public Employee Occupational Safety and Health Act, and will make recommendations for effective partnerships with county and State officials, and landlords where appropriate, toward compliance with those standards.

d. *Education and Training* – This committee will catalogue and evaluate the training initiatives of the Judiciary, and make recommendations for education and training in support of the continued development of high performance work systems throughout the Judiciary.

e. *Team Leader/Supervising Probation Officer Certification Process Development*– The Judiciary will establish a certification process for Team Leaders and Supervising Probation Officers. The Team Leader/Supervising Probation Officer Certification Process Development Committee will recommend to the Chief Justice a certification process for eligibility for appointment to future Team Leader and Supervising Probation Officer vacancies. With the assistance of personnel consultants, the committee will make recommendations to the Chief Justice in the following areas:

i. *identification of skills, abilities and experience required of eligible candidates for the positions.*

ii. identification of course design and training as may be needed by some candidates, as well as testing procedures for all candidates, including role playing exercises.

iii. creation of a process for determining those who will receive training should the number of applicants exceed available resources or strain operational productivity requirements.

Until a certification process is adopted by the Chief Justice for eligibility for Team Leader and Supervising Probation Officer positions and sufficient applicants certified, the Judiciary will appoint Team Leaders and Supervising Probation Officers as needed consistent with published procedures for R. 1:33 positions. Once a certification process is determined by the Chief Justice, employees and external applicants would have the opportunity to go through the certification process. Team Leader and Supervising Probation Officer openings thereafter will be filled by those who have received certification or provisional appointments pending successful completion of the certification process within ninety days of appointment. No one without the certification could thereafter be chosen for a Team Leader or Supervising Probation Officer position, other than by provisional appointment pending certification, unless there were no available pool of certified applicants for the position, in which case the need for certification would be waived.

10. a. No county judicial employee who becomes a State judicial employee shall be transferred or reassigned between counties or between a county and the centralized Clerks' Offices or the Administrative Office of the Courts in Trenton, without the employee's consent, except in the case of an emergency for which the Judiciary could not plan. The exceptions to this policy are managerial executives and confidential employees as defined by N.J.S.A. 34:13A and other statutory confidential employees, as well as Official Court Reporters, OCR Assistant Supervisors and OCR Supervisors who, owing to their centralized reporting and assignment structure, may be reassigned in accordance with negotiated procedures.

b. In the event the Judiciary must, as a result of an emergency, involuntarily transfer or reassign a county judicial employee who becomes a State judicial employee, it shall only be done for a short duration, not to exceed sixty calendar days in any twelve month period, and only after giving the reasons, in writing, to the employee and, where appropriate, to the majority representative. Prior to any such transfer or reassignment, volunteers shall first be solicited from among the existing qualified workforce.

11. *Judges secretaries whose judge retires or otherwise leaves the bench are guaranteed ninety days continued employment together with vigorous reemployment efforts for secretaries who are not placed after ninety days.*

12. a. *Upon conversion to State employment, county judicial employees who are entitled to payments or stipends for longevity, graduate education, specialist certification and bilingual duties during calendar year 1994, but excluding any one-time lump-sum payments, shall receive those payments or stipends henceforth as part of their base salary. No county judicial employee who becomes a State judicial employee pursuant to this provision shall, as a result of the conversion to State employment, receive a reduction in base salary including the above payments and or stipends.*

b. *County judicial employees who become State judicial employees shall continue to be eligible to receive the same payments as they were eligible to receive in calendar year 1994 for beeper duty, special-duty, negotiated extra duty, including out-of-title duty, translating duty which is not included as a stipend in Section 12a, on-call duty, court appearance duty, tape operation, sick time non-use bonus, child care, clothing allowance, and parking reimbursement, provided these payments were agreed upon through collective negotiations or established as a term or condition of employment by past practice. Eligibility for such payments shall continue on the same basis as existed in the employee's county of employment as of December 31, 1994, unless the employee voluntarily transfers or voluntarily accepts a promotion or reassignment in another county, in which case eligibility for such payments shall then be on the same basis as existed, as of December 31, 1994, in the employee's new county-of-assignment. New employees hired after December 31, 1994, shall be eligible for these payments on the same basis as other employees in their county of assignment. These payments can only be changed through negotiations with majority representatives. Where a county has previously retained any portion of an employee's sick leave, other than pursuant to a sick-time buy-back provision, that portion shall be recredited to the employee at the time of becoming a State judicial employee. County judicial employees who, on December 31, 1994, had term life insurance provided to them by the county in addition to pension system-related life insurance shall, on January 1, 1995, be credited with a one-time addition of five sick days to their accumulated sick leave balances.*

c. *Notwithstanding practices or labor agreements for county judicial employees which may have provided automatic payments in previous years, even after the expiration of*



labor agreements, increments and all other payments or stipends to county judicial employees other than those referenced above in Sections 12a and 12(b) shall cease on December 31, 1994.

d. Immediately upon becoming State judicial employees and on the same basis as other state judicial employees, all county judicial employees shall receive all health and medical benefits, including dental, prescription drug and vision plans which other State judicial employees receive, but provided that vision plans may be changed through negotiations with a majority representative. Employment service with the county shall be credited toward any waiting period. County judicial employees who, on December 31, 1994 were in a part-time employment status and who, throughout their part-time status in 1994, were provided county-paid health benefits, may opt to pay premiums to their former county of employment under the provisions of COBRA to maintain such county health benefits. The Judiciary shall reimburse such employees for such COBRA payments until and unless this benefit is changed through collective negotiations. The results of such collective negotiations will also be determinative for any employee affected by this section who is not represented by a majority representative. Nothing in this section may be construed to create any health benefit for any other part-time judicial employee, present or future. The Judiciary, upon receiving a certification that an employee opts to continue COBRA coverage, will have issued to the employee an advance payment equivalent to the cost of the first month's COBRA coverage. Thereafter, the employee must submit proof of payment, (copy of check or money order along with the appropriate certification), for succeeding months prior to receiving reimbursement. All certifications shall include a statement that the employee is taking COBRA coverage for the specified month and that s/he is going to utilize any payment from the State for the sole purpose of obtaining such coverage. The statement shall also certify that the employee understands that any misuse of the money will be grounds for disciplinary action, including termination. In the event the Judiciary can find a way to pay the COBRA payment directly, that method shall replace the above method of reimbursing employees.

e. The Office of Health Benefits in the State's Treasury Department, in consultation with both the labor and management representatives of the Judiciary's Unification Committee, shall devise a methodology for determining whether or not county judicial employees who become State judicial employees will experience a reduction in the overall level of their health benefits. The methodology shall consider whether or not there is a net increase or decrease in only the following: the basic hospital, medical-surgical, and major medical benefits; the level of dental, prescription and vision-care benefits; the deductible in

*the basic hospital, medical-surgical, major medical plan; the employee's share of any premium paid for any basic hospital, medical-surgical, major medical, dental or prescription benefit; and the annualized value of retirement health benefit premiums to be paid by the employer provided that where a county would have paid for such benefits only for a limited period, a pro-rated value shall be assigned to this benefit utilizing accepted actuarial standards. If the application of this methodology determines that any employee will be experiencing a net reduction in the overall level of their health benefits, the amount of the net reduction shall be added to their base salary on January 1, 1995,*

*f. County judicial employees who, upon becoming State judicial employees, were earning more personal or administrative days than similarly situated State judicial employees, shall thereafter have those days which are in excess of the number the State provides, credited to the employees' annual vacation allotment until and unless the employee becomes eligible for additional time under the State vacation leave schedule. County judicial employees who, upon becoming State judicial employees, were earning more vacation leave than provided to similarly situated State Judicial employees, shall continue to earn vacation leave based upon the leave schedule they would have been eligible for on January 1, 1995, had they remained in county employment. In no case, however, shall such an employee advance further on the county vacation leave schedule, but shall remain at the January 1, 1995 leave level until and unless the State vacation leave schedule provides for that employee to become eligible for additional time. After December 31, 1994, judicial employees will no longer receive all other leave benefits which had been based on county contracts or practices, but shall receive all benefits, including leave, meal and travel reimbursement, enjoyed by State judicial employees unless these benefits are changed by legislation or as the result of collective bargaining and provided that where there is a pre-existing practice of the employer supplying a county judicial employee a vehicle for official judiciary business, no such employee, upon becoming a State judicial employee, who had such a car provided to him/her, shall be required to utilize his/her personal vehicle for official judicial business.*

*g. All county-funded judicial employees who had available, throughout calendar year 1994, county-provided bereavement benefits that were in addition to sick leave allotments, shall, on January 1, 1995, receive a one-time addition of ten days to their accumulated sick leave which is carried over to their State-leave accounts.*

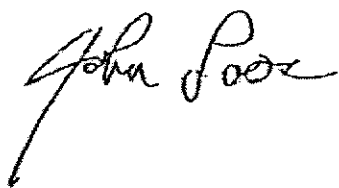
13. The Judiciary and the Judicial Employees Labor Alliance recognize that the effect of this Letter of Agreement or any application thereof must be consistent with the New Jersey Constitution and the obligations of both thereunder, and that neither, by entering into this Letter of Agreement waives any right thereunder.

14. Representatives of both Labor and Management from the Judiciary's Unification Committee shall work together to find a mutually acceptable solution to the problem which results when some employees who are not currently members of PERS and not currently paying Social Security taxes become members of PERS and will then be required to pay Social Security taxes, despite the fact that it is unlikely they will ever qualify for Social Security benefits.

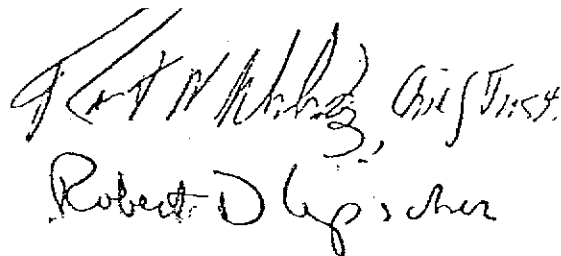
15. Disputes as to the meaning or interpretation of this Letter of Agreement shall be referred to the Unification Committee for their attempted resolution of the dispute. In the event the dispute cannot be resolved, the labor representatives who serve on the Unification Committee or the Judiciary's representatives on the Committee may refer the matter to PERC for the appointment of a mediator. If mediation is unsuccessful in resolving the dispute, either the labor representatives on the Committee or the Judiciary's representatives on the Committee may refer the dispute to binding arbitration, the costs to be equally shared by labor and management. If the labor representatives and the Judiciary cannot mutually agree upon an arbitrator, the grievance arbitrator selection process of PERC shall be utilized.

16. This Letter of Agreement shall become effective immediately except that those provisions which expressly reference later dates of effectuation shall take effect at such later dates.

For the Majority Representatives:



For the Judiciary:



STATE OF NEW JERSEY

Before the Public Employment Relations Commission

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In the Matter of	◀	
NEW JERSEY STATE JUDICIARY	◀	
Public Employer,	◀	
-and-	◀	
PANJ/CWA, PROFESSIONAL SUPERVISORS' UNION,	◀	DOCKET NO. RO-95-171 and RE-95-5
Petitioner,	◀	AGREEMENT TO RESOLVE CHALLENGED BALLOTS
-and-	◀	
UNITED JUDICIAL ASSOCIATION, PROFESSIONAL SUPERVISORS' UNIT,	◀	
Intervenor.	◀	

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1. The purpose of this Stipulation is to resolve the challenged Team Leader and Supervising Probation Officer ballots.
2. The titles of Team Leader and Supervising Probation Officer ("SPO") shall be included in the Professional Staff Supervisory Unit ("Unit") petitioned for by the Probation Association of New Jersey ("PANJ") and the Communications Workers of America ("CWA"). The challenges by the New Jersey State Judiciary as to the inclusion of these titles in the

unit are withdrawn and the ballots in those titles shall be counted. In accordance with its rules and procedures, PERC shall then determine if PANJ/CWA shall be certified as the majority representative for the unit.

3. This stipulation is without prejudice to the positions of the parties as to the Team Leader title and as to other titles such as Supervising Probation Officer. The parties declare their joint commitment to the team concept as a workable and useful concept for the New Jersey State Judiciary.
4. The parties agree that the New Jersey Judiciary has the non-reviewable right to remove employees from Team Leader and SPO positions [subject to law and future negotiations as set forth below].
5. The first sentence of Paragraph 8(a) of the Letter of Agreement of December 28, 1994 is agreed to be inapplicable to Team Leaders and SPO's.
6. If a Team Leader or SPO with previous permanent career service status is removed from his/her position, said employee will be permitted to return to his/her previously held career service title in the county in which they were serving as Team Leader or SPO at the time of their removal, or by mutual agreement to move to another county. The parties agree to jointly seek any rule or statutory changes that may be necessary for purposes of implementing this provision of the settlement, except that Department of Personnel rules shall continue to apply in bumping situations.

7. If a Team Leader or SPO without permanent career service status in the Judiciary is removed from their position, the New Jersey Judiciary will make good faith reasonable efforts to place the employee in another position.
8. The parties agree to negotiate appropriate compensation issues that may be presented in the event of the removal of a Team Leader or Supervising Probation Officer to another position in the Judiciary.
9. Employees in the titles of Principal Probation Officer I and II may not have their titles changed without their consent. Provided, that whenever such a title change is to be implemented, the Judiciary shall notify PANJ/CWA and be responsive to any request for discussions on the vacated position. Should the Judiciary determine to fill vacant PPO I and II positions, such will be done consistent with DOP promotional procedures in the career service. This Agreement shall not supersede the provisions set forth in the November 20, 1994 letter from Theodore J. Fetter to David I. Fox, Esq. concerning the implementation of Master Probation Officer.
10. Any employee in the career service functioning as a "Team Leader" shall continue to be maintained in the current career service title and such persons occupying these positions shall be represented in the negotiations unit to which their titles are currently assigned.
11. After the completion of the classification study and the work of the Team Leader/Supervising Probation Officer Certification

Process Development Committee, the parties reserve the right to revisit the titles covered in the Professional Supervisory Unit. If after the execution of this agreement, a dispute arises over the inclusion or exclusion of titles or positions in the Professional Staff Supervisory Unit, the parties agree to seek a determination from PERC as to any titles or positions in dispute, before such titles or positions are removed from or included in the negotiations unit.

12. This Agreement is not intended to interfere with the averred rights of the parties under the Letter of Agreement, except for the reference to the Letter of Agreement in Paragraph 5 of this Agreement.
13. The terms of this agreement may be modified by the parties, either during negotiations for an initial collective negotiations agreement or during negotiations for successor agreements. Further, the parties can modify this agreement during the term of a collective negotiations agreement, unless such modifications are expressly prohibited by the terms of the parties' collective negotiations agreement then in effect.
14. The parties reserve all rights that they may have according to law.

IN WITNESS OF THIS AGREEMENT, having read its terms and agreeing to be bound by each and every one of said terms, the parties to it affix their signatures below.

FOR NEW JERSEY STATE JUDICIARY:

N. G. K... ..  
Name  
Administrator, Liberty High School  
Title  
7/2/96  
Date

FOR PANJ/CWA:

George P. Christie  
Name  
Jan P. Christie 3/7  
PAIS  
Title  
8/8/96  
Date

William A. ...  
Name  
8/8/96  
Date  
V. P. 63 (Conn. 1053)  
Title  
8/8/96  
Date