

# AGREEMENT

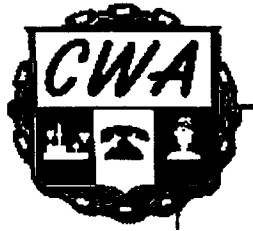
*BETWEEN*

**THE NEW JERSEY STATE JUDICIARY**



*AND*

**THE COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO**



**PROFESSIONAL NON-CASE RELATED UNIT**

*JULY 1, 2004 - JUNE 30, 2008*

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## PREAMBLE

**THIS AGREEMENT** is entered into this 1<sup>st</sup> day of July, 2004 by and between the New Jersey State Judiciary (hereinafter referred to as "the Judiciary" or "the Employer") and The Communications Workers of America (CWA), AFL-CIO, (hereinafter referred to as "the Union");

**WHEREAS**, the parties have engaged in good faith collective negotiations for the purpose of developing a statewide contract between the Judiciary and its employees in the professional (non-case related) unit, which negotiations have resulted in a mutual agreement between the parties; and

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

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

**NOW, THEREFORE**, in consideration of the promises and mutual undertakings herein set forth, and in recognition of the agreements established by the "Letter of Agreement between the New Jersey Judiciary and the Labor Representatives of the Employees in the New Jersey Judiciary," dated December 28, 1994 as modified for employees in this unit by agreement between the Judiciary and CWA and the provisions of "The Judicial Employees Unification Act," Title 2B:11-1 - 11-12, the parties agree with respect to the employees in the professional (non-case related) unit as follows.

# ARTICLE 1

## RECOGNITION

### 1.1 Exclusive Representative

The Judiciary recognizes the Union as the exclusive representative for the following unit:

Included: All non-supervisory, non-case related professional employees employed by the New Jersey State Judiciary in all trial court operations (from the courtroom to probation to case management) performing administrative duties which are not case related and all professional non-supervisory employees in the Supreme Court Clerk's Office, Appellate Division Clerk's Office, Appellate Court Administrator's Office, Superior Court Clerk's Office, Tax Court Administrator's Office, Administrative Office of the Courts, Disciplinary Review Board, Office of Attorney Ethics, and Lawyers Fund for Client Protection.

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

The titles listed in the Appendix A 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 negotiation unit covered by this Agreement.

### 1.2 Unit Composition

Whenever new titles are proposed, the Judiciary shall notify the Union in writing regarding proposed unit designation, job duties, classified or unclassified status and hours of work, simultaneous with their request to the NJ Department of Personnel 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 Department of Personnel to eliminate or change an existing title.

### **1.3 Preservation of Unit Work**

Unless mutually agreed upon by the parties in advance, the primary duties and responsibilities of a job title in the bargaining unit shall not be assigned on a regular basis to a job title(s) outside the bargaining unit, except that supervisors in other bargaining units and managers may perform the primary duties and responsibilities of unit employees who report to them.

## **ARTICLE 2**

### **LABOR-MANAGEMENT RELATIONS**

#### **2.1 Respect and Dignity**

The parties shall each endeavor to insure that relations between them are characterized by mutual responsibility and respect, and that all employees, and representatives of the parties, are treated in accordance with accepted standards of courtesy and respect for individual dignity.

#### **2.2 Non-Discrimination**

The parties agree there shall not be any discrimination as to 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 permitted herein.

#### **2.3 Labor-Management Cooperation**

(a) The Judiciary and the Union shall continue their joint participation in the existing labor-management committees. Representatives to the labor-management committees shall be granted permission and reasonable time by the various labor-management committees, without loss of pay, to attend labor-management committee meetings. It is understood that the committee member's supervisor shall schedule such release time 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.

(b) Labor-Management Committee minutes shall be distributed by the Human Resources Office of the AOC to the Union.

# **ARTICLE 3**

## **UNION RIGHTS**

### **3.1 Access**

Union officials 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 the Judiciary, in writing, with the names of duly authorized representatives who may require such access, and wherever possible, such representatives shall provide notice to the designated Judiciary officials. This right shall be exercised reasonably and with minimum interference with the operations of the Judiciary. Employees shall be permitted reasonable use of telephones and inter-office 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. The Union will be given 30 days notice of any proposed changes in any of these policies. Union staff shall also be permitted reasonable use of inter-office mail for matters relating to union representation of unit employees. Union officials shall request permission of the Trial Court Administrator/Senior Manager, or his/her designee, for use of court facilities other than incidental use. A claim by the Judiciary that an employee has allegedly violated any of the above-described privileges shall be brought to the attention of the Union and the Union will promptly investigate and take any action necessary to ensure the proper administration of these provisions.

### **3.2 New Hires**

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.

### **3.3 Union Bulletin Boards**

The Judiciary will make space available on existing bulletin boards for the exclusive use of the Union in central locations and in work areas where there are large numbers of employees covered by this agreement. The space provided in each bulletin board will minimally approximate 30 inches by 30 inches or an



equivalent. If the Union desires bulletin boards at other locations, then it may request permission to provide its own bulletin boards. Such requests will not be unreasonably denied.

Appropriate material on such bulletin boards shall be posted and removed by representatives of the Union. The 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. No material pertaining to another bargaining unit shall be posted on bulletin boards for this unit. Materials which violate provisions of this Article shall not be posted by the Union.

Material to be posted will consist of the following:

- A. Union elections and results thereof;
- B. Union appointments;
- C. Union meetings and activities;
- D. Social and recreational events of the Union;
- E. 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**

(a) Every 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. The Union will also be notified once every 4 pay periods regarding employees who have changed titles or have left the bargaining unit, specifying the reason (*i.e.*, resignation, retirement, promotion, etc.). The Judiciary shall give the Union a listing of new hires every pay period.

(b) The names of new hires and employee's promoted into the bargaining unit, their title and the division in which they are employed will be made available to the Union and to the local Shop Stewards in a timely manner.

### **3.5 Union Leave**

(a) **Paid leave for union activity.** The Judiciary shall provide an aggregate of 75 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.

Requests for such leave shall be submitted by or with the authorization of an appropriate Union representative only, and such requests shall be made with as much advance notice as possible to avoid disruption of the work flow. Union Leave requests shall be sent to the Office of Labor and Employee Relations and copied to appropriate vicinage or AOC management. Approval of such requests shall not be unreasonably denied, however, no employee shall be granted more than ten (10) paid union leave days in a calendar year. An exception to this limitation will be made for any elected member of the CWA Local Executive Board, who may be permitted to take up to fifteen (15) days per calendar year.

**(b)** In addition to the above, two days a year union leave shall be granted to all duly authorized shop stewards, in the bargaining unit, for the purpose of attending statewide training, except that in no instance shall the number of stewards attending the training program under this provision exceed 75.

**(c) 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 shall not be unreasonably denied.

**(d) Leave for union office.** Any employee elected or appointed to union office shall be permitted to take an unpaid leave of absence for the duration of his or her tenure in office in accordance with DOP regulations.

## **ARTICLE 4**

### **UNION SECURITY**

#### **4.1 Dues Checkoff**

(a) The Judiciary agrees to have union dues 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. 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 the 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.

#### **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 negotiation 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 assessment charged by the majority representatives to its own members less the cost of benefits financed through the dues, fees and assessments and available to or benefiting only its members, but in no event shall such fee exceed 85% of the regular membership dues, fees and assessments.

#### **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 by an independent auditor or by some other suitable method of the expenditures of the majority representative for its most recently completed fiscal year. The statement shall set forth the major categories of expenditures and shall also identify expenditures of the majority representative 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. 34:13A-5.6, including instructions to persons paying the representation fee in lieu of dues as to how to request review of the amount assessed as a representation fee in lieu of dues.

(3) The name and address of the financial institution where the majority representative maintains an account in which to escrow portions of representation fees in lieu of dues which are reasonably in dispute. The interest rate of the account in effect on the date the notice required by (1) above is issued shall also be disclosed.

(4) The amount of the annual representation fee in lieu of dues, or an explanation of the formula by which the representation fee is set, and the schedule by which the fee will be deducted from pay.

(b) The majority representative shall provide a copy of the demand and return system referred to in (a) above to the Administrative Director. The deduction of the representation fee shall be available only if the Union establishes and maintains this review system.

If an 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 the Judiciary and the State of New Jersey harmless 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 Schedules**

A. Current work schedules shall be maintained, except as provided herein. Work schedules shall be understood to include any existing flex-time arrangements that have been approved in writing by the appropriate supervisor, as well as established breaks.

B. Work schedules will be subject to change if the Judiciary determines it to be necessary. In such case, the Judiciary shall provide written notice to the Union at least 30 days in advance, except that this period may be shorter in an emergent situation where operational needs so require. 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.

C. Beeper free days. Employees who are regularly assigned to carry a beeper shall be given two beeper free days in each seven-day period. These shall be consecutive whenever possible, but no less than 26 times per year, provided the employees obtain coverage from a co-worker. However, in the event the employee does not obtain coverage, the employee shall still be entitled to two beeper free days in each seven-day period, but they may not be consecutive. Every effort will be made to jointly work out the beeper-free scheduling with ISP/JISP management.

#### **5.2 Flex-Time and Alternate Workweeks**

A. The Judiciary may permit flex-time, job sharing, telecommuting and/or alternate workweek schedules to accommodate operational and/or employee needs, provided participation by employees is voluntary. The Judiciary may limit participation in an alternative workweek program to selected groups of job titles, work units and/or work locations to accommodate work units and/or work locations operational needs. Flex-time, job sharing, telecommuting and alternative workweek options will be developed by the Judiciary in consultation with the Union.

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

C. The Judiciary shall establish a labor-management "Work-Life" Task Force and designate a Work-Life Coordinator. The objective of this task force is to identify flexible work arrangements that are feasible and enhance service to the public. The Work-Life Coordinator shall be staff to the task force and will be responsible for identifying and assisting in the implementation of or facilitation of appropriate work-life arrangements. The Work-Life Task Force shall be comprised of equal numbers of labor and management representatives not exceeding three each except upon mutual agreement. The Work-Life Task Force shall issue an advisory report to the Administrative Director along with recommendations by June 30, 2006.

### **5.3 Length of Work Week**

All full time employees, except those officers in ISP and JISP and NL employees, shall work a regular work week of 35 hours. ISP and JISP officers will work a 40 hour week. NL employees will continue to be required to work a minimum of 35 hours per week.

### **5.4 Shift Assignments**

The Judiciary does not schedule shift work for employees in the work unit, except for the data center in the Central Office. If additional shift work is established or if current shift work is altered, the Judiciary shall provide 45 days advance notice. Additionally, the Judiciary shall discuss its method of assignment to shifts and negotiate any compensation.

### **5.5 Portal to Portal Pay**

#### **A. ISP/JISP employees**

1. As these employees are non-exempt for FLSA purposes, their hours of work shall be computed as follows:

(a) The Judiciary shall prepare an approved list of regional offices and court houses that will be utilized by ISP/JISP employees as their official work stations. ISP/JISP employees may choose the closest regional office or court house as their official work station.

(b) Each ISP/JISP employee shall determine the length of time it takes to commute from his/her home to his/her designated official work station and report this time to management. Provided this time appears to be



appropriate, it will be utilized as the employee's normal commuting travel time. The Judiciary will make the final determination as to the length of the normal commuting time, in accordance with the above.

(c) Hours of work to or from any location other than the employee's official work station, shall commence after traveling that normal commuting travel time from the employee's home to his/her first assignment of the day. Similarly, hours of work shall end after deducting that same amount of normal commuting time from the time that the employee arrives home at the end of the day. Notwithstanding the above, if the employee arrives at the first work assignment during regular working hours sooner than the time arrived at by the above calculation, work time shall commence upon arrival at that assignment. The same principle shall apply at the end of the day. The commute to and from the employee's official work station, regardless of how long it takes on any given day, shall not be counted as time worked.

2. For the purpose of determining travel reimbursement the Judiciary Travel Regulations shall apply.

B. All ITO telecommunications employees

1. The ITO Assistant Director, after consulting with the Union, shall designate for each employee a particular court house that will be that employee's official work station.
2. Each employee shall determine the length of time it takes to commute from his/her home to their designated official work station and report this time to management. Provided this time appears to be appropriate, it will be utilized as the employee's normal commuting travel time. The Judiciary will make the final determination as to the length of the normal commuting time, in accordance with the above.
3. Hours of work to or from any location other than the employee's official work station, shall commence after traveling that normal commuting travel time from the employee's home to his/her first assignment of the day. Similarly, hours of work shall end after deducting that same amount of normal commuting time from the time that the employee arrives home at the end of the day. Notwithstanding the above, if the employee arrives at the first work assignment during regular working hours sooner than the time arrived at by the above calculation, work time shall commence upon arrival at that assignment. The same principle shall apply at the end of the day. The commute to and from the employee's official work station, regardless of how long it takes on any given day, shall not be counted as time worked.

4. For purposes of determining travel reimbursement, the Judiciary Travel Regulations shall apply.

C. Child Support and Comprehensive Enforcement Hearing Officers (functional titles) and Information Technology Analyst I (assigned to the Municipal Division and Automated Trial Court Systems Unit):

1. As these employees are non-exempt for FLSA purposes, their hours of work shall be computed as follows:

(a) For purposes of work hours: At the beginning of each fiscal year, management will review the work assignment locations for employees in these titles for the previous twelve (12) months. After concluding this review, management will assign a work station for each employee based upon the frequency of visits to each location during the previous 12 months. With mutual agreement between the employee and their supervisor, the employee's work station may be changed at times other than that described above. Also, an individual employed in the above noted titles may submit a request to management to have a particular location assigned as his/her work station location. Although management will not be bound by any such request, that request, and the employee's seniority date, will be taken into consideration in preparing work station assignments.

(b) Once the work station is assigned, each employee shall determine the length of time it takes to commute from his/her home to his/her designated work station and report this time to management. Provided this time appears to be appropriate, it will be utilized as the employee's normal commuting travel time. The Judiciary will make the final determination as to the length of the normal commuting time, in accordance with the above.

(c) Hours of work to or from any location other than the employee's work station, shall commence after traveling that normal commuting travel time from the employee's home to his/her first assignment of the day. Similarly, hours of work shall end after deducting that same amount of normal commuting time from the time that the employee arrives home at the end of the day. Notwithstanding the above, if the employee arrives at the first work assignment during regular working hours sooner than the time arrived at by the above calculation, work time shall commence upon arrival at that assignment. The same principle shall apply at the end of the day. The commute to and from the employee's work

station, regardless of how long it takes on any given day, shall not be counted as time worked. If an employee is assigned to the Administrative Office of the Courts in Trenton, their hours of work will commence upon their arrival at that location and will end when they leave this location.

- (d) It is understood that employees may be given assignments at other than his/her assigned work station. In such instances, employees will be entitled to time in excess of the normal commute and such time will be counted as time worked.
- (e) Any posting for a vacancy in one of these positions will include a potential designated work station for that position until the commencement of the next fiscal year. At the beginning of the next fiscal year after a new employee is hired, the provisions of 5.5.c.1. will apply.

2. For the purpose of determining travel reimbursement, the Judiciary Travel Regulations shall apply.

D. Information Technology Analyst 2 and Information Technology Analyst 3 Employees assigned to the Municipal Division and Automated Trial Court Systems Unit:

- 1. These employees have been designated as NL and as such are exempt from the wage and hour provisions of FLSA. Therefore, employees in these titles, assigned to these units, will be required to work a minimum of 35 hours per week.
- 2. For the purpose of determining travel reimbursement, Judiciary Travel Regulations shall apply.

## 5.6 Pager Time

Employees who are required to carry a pager will not be given any additional compensation for carrying the pager. If an employee is required to carry a pager, and the employee is already in on-duty status, pager time will be part of the regular duty. However, if an employee is in an off-duty status and is paged, pager-duty-time will be calculated from the onset of the time of the page and will include all time actually worked on the assignment. Employees are required to keep and submit a written record of all such time, and will be paid for same in one-hour increments. Any minutes, less than a full hour, will be carried until a full hour is accumulated.

## **ARTICLE 6**

### **OVERTIME**

#### **6.1 Definition**

Overtime shall consist of time worked in excess of the regular full-time workweek or workday, provided, however, that overtime shall not be computed on a daily basis for employees who are participating in a voluntary flex-time or alternative workweek schedule. For purposes of overtime computation, all time in pay status (i.e., vacation, sick, administrative leave time or compensatory time used), whether worked or unworked, shall be regarded as worked time.

#### **6.2 Overtime Compensation**

Except as provided in 6.3 and 6.4 below, employees shall be compensated for overtime work performed in excess of 35 hours work per week at the rate of time-and-one-half, consistent with applicable law and past practice. Employees may submit a request as to how they want to be paid – either cash or compensatory time. However, the Judiciary will have the discretion to pay overtime in compensatory time off or pay. In the event that an employee has worked overtime and has been told by management that they would be approved for compensatory time and has scheduled the compensatory time off, management cannot change the form of payment from compensatory time to pay except upon mutual agreement. However, periodically, management may require any unscheduled compensatory time to be paid out in cash.

#### **6.3 ISP/JISP**

ISP/JISP officers will receive overtime, at the time-and-one-half rate, for all hours worked in excess of 40 in a work week. The Judiciary will have the discretion to pay overtime in compensatory time off or pay.

#### **6.4 NL**

Employees who are designated NL and who are exempt under the FLSA, other than those identified in 6.3, above, will not have any entitlement to overtime after the normal work week, but, consistent with past practice, may be given straight time compensatory pay for hours worked in excess of the regular work week. Whenever an NL employee accumulates 60 or more hours of compensatory time, the employee and the supervisor shall discuss how to amicably schedule the compensatory time off.

## **6.5 Equalization of Overtime**

Overtime opportunities within a job title, within the work unit, shall be offered as equitably as reasonably practicable among available, qualified employees using a rotating overtime list in order of seniority within the title. Overtime shall first be offered to employees in the title within the work unit and then to other qualified employees. The Judiciary will maintain a record of overtime worked by individual employees, together with overtime offered but declined. Overtime records shall be available for inspection by the Union upon request. This provision shall not require displacement of an employee from his or her normal work assignment.

## **6.6 Mandatory Overtime**

Employees are expected to be available for a reasonable amount of overtime work. An employee who refuses an overtime assignment with a reasonable excuse will not be subject to discipline. Employees shall be given reasonable advance notice of the assignment to work overtime. Whenever practical, such notice shall be given 48 hours before the assigned overtime.

## **6.7 Administrative Code**

Overtime shall be calculated pursuant to N.J.A.C. 4A:3-5.

# ARTICLE 7

## SALARY AND WAGES

### 7.1 The Judiciary's Compensation Plan

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

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

### 7.2 Across-the-Board Salary Increases

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

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

7/1/04 (pay period 15)	2.0%
7/1/05 (pay period 15)	0.9%
7/1/06 (pay period 15)	2.0%
1/1/07 (pay period 2)	2.0%
7/1/07 (pay period 15)	2.25%
1/1/08 (pay period 2)	2.35%

#### B. Minimums and Maximums

The minimum and the maximum salaries for every title listed in Appendix A shall be increased by the amount of the across-the-board salary increase. Effective pay period 15 of 2007, the maximums of each salary range shall be increased by 3.3%. An employee shall be advanced to this new maximum and have his/her salary increased by the corresponding amount only upon the employee completing 24 full calendar months of employment in his/her job title at the old maximum salary.

### C. Salary Progression within a Salary Band/Level

Commencing on the first day of the second pay period of each calendar year, employees shall have their salaries increased in accordance with the following:

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

### D. New Hires and Employees on Leaves of Absence

1. New employees hired from January 1 of the previous year through June 30 shall be eligible to receive a pro-rata portion of the salary progression payment described in (C.) above.
  - a. A pro-rata portion equals 1/12 of the full salary progression amount for each full month worked.
  - b. Employees who begin employment on the first through the eighth day of a month receive full credit for the month; employees who begin their employment on the ninth through the twenty-third day of the month receive half credit for the month; employees who begin their employment after the twenty-third day of the month receive no credit for the month.
2. New employees hired July 1 through December 31 shall be eligible in January following their first year anniversary for the full amount of the salary progression payment described in (C.) above.
3.
  - a. An employee who goes on an unpaid leave of absence, is on a furlough leave for more than 30 days, or is absent without pay for ten or more intermittent days during the period January 1 through December 31, will receive a pro-rata portion of these payments (1/12 for every completed month of employment) as follows:
  - b. For every ten days that an employee is not in pay status during the period, his/her salary increment shall be reduced by one-half of the pro-rated monthly amount (one-half of the 1/12 monthly amount.)

### **7.3 Promotions and Advancements**

A. For purposes of this section “promotion” means that an employee moves from a position in one salary band level to a position in another salary band and that salary band level has a higher maximum salary. For purposes of this section “advancement” means that an employee moves from a position in one salary band level to a position in the same salary band, but at a level with a higher maximum salary within that band.

B. An employee who is promoted or advanced from a position in one salary band level to a position in another salary band level will be given a 5% increase in salary provided that the new salary band level has a higher maximum. Notwithstanding the above, no employee shall earn less than the minimum of the new salary band level nor earn more than the maximum of the new salary band level.

C. 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 position in a higher band level shall receive the 5% promotional/advancement increase to their base salary consistent with section 7.4A, above, for the time period the employee serves in an acting capacity.

### **7.4 Demotions**

A. An employee who had previously been promoted and is subsequently demoted from a position in one salary band level to a position in another salary band level with a lower maximum salary may have a salary reduction up to the maximum of the original promotional/advancement dollar increase. Management has the discretion to decide whether a salary reduction is appropriate, up to the maximum as previously outlined. Notwithstanding the above, no employee shall earn more than the maximum of the new salary band level.

B. An employee who had never previously held a position in a lower title and is demoted from a position in one salary band level to a position in another salary band level with a lower maximum salary may have a salary reduction of up to 5%. Management has the discretion to decide whether a salary reduction is appropriate, up to the 5%. Notwithstanding the above, no employee shall earn more than the maximum of the new salary band level.



## **ARTICLE 8**

### **HEALTH BENEFITS, PRESCRIPTION DRUG, AND VISION CARE PROGRAM**

#### **8.1 State Health Benefits Program**

##### **A. State Health Benefits Program**

1. The State Health Benefits Program is applicable to employees covered by this contract. Except as otherwise provided below, such employees will have the option on the open enrollments dates of selecting one of the following plans: Traditional Indemnity, Managed Care/Point of Service (NJ PLUS), or an HMO approved by the State Health Benefits Commission.
2. The Managed Care/Point of Service Plan (NJ PLUS) shall remain without any premium cost to eligible employees and their eligible dependents during the term of this Agreement.
3. Effective July 1, 2003, new hires are not eligible for enrollment in the Traditional Plan.
4. Employees hired prior to July 1, 2003, who elect coverage in the Traditional Plan, shall pay 25% of the cost of the premium of that Plan as established by the State Health Benefits Commission.
5. Effective July 1, 2003, employees who elect coverage in an approved HMO Plan shall pay 5% of the cost of the premium of that Plan as established by the State Health Benefits Commission.
6. Coordination of Benefits: If a husband and wife are both eligible for coverage under the State Health Benefit Program as employees:
  - a. Each may elect single coverage in any participating health plan, provided that he or she is not covered under a health plan as a dependent of his or her spouse.
  - b. Each qualified dependent is eligible for coverage under one parent only.
7. Effective July 1, 2004, Traditional Plan Deductibles will increase from \$100.00 to \$250.00.

8. Effective July 1, 2004, HMO/NJ PLUS Co-payments for Primary & Specialist increase from \$5.00 to \$10.00.
9. 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.
10. Effective January 1, 1996, consistent with law, the State will no longer reimburse active employees or their spouses for Medicare Part B premium payments.

**B. Prescription Drug Program**

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

**C. Dental Care Plan**

1. Full-time employees and eligible dependents shall be eligible for the State-administered Dental Care Program.
2. Participation in the Program shall be voluntary with a condition of participation being that each participating employee authorize a biweekly salary deduction not to exceed 50% of the cost of the type of coverage elected, e.g. individual employee only, husband and wife, parent and child or family coverage.
3. Each employee shall be provided with a brochure describing the details of the Program and enrollment information and the required forms.
4. Participating employees shall be provided with an identification card to be utilized when covered dental care is required.
5. An optional Group Dental Program, which will provide services through

specific dental clinics, will be made available to employees in this unit. Participation in this program shall be voluntary with a condition that each participating employee authorizes a biweekly salary deduction not to exceed 50% of the cost of the coverage for a one-year period. Employees will be able to enroll in only one of the two programs or in no program at all.

**D. Eye Care Program**

1. It is agreed that the coverage under the Eye Care Program shall provide for a \$35.00 payment for regular prescription lens or \$40.00 for bifocal lens or more complex prescriptions. Included are all eligible full-time employees and their eligible dependents (spouse and unmarried children under 23 years of age who live with the employee in a regular parent-child relationship). The extension of benefits to dependents shall be effective only after the employee has been continuously employed for a minimum of sixty (60) days. Effective July 1, 2005, the eyeglass benefit will increase by \$5.00 pursuant to the current biannual formula.
2. Full-time employees and eligible dependents as defined above shall be eligible for a maximum payment of \$35.00 or the cost, whichever is less, of an eye examination by an Ophthalmologist or an Optometrist.
3. Each eligible employee and dependent may receive only one payment for examinations and one payment for glasses during each of the 24-month period beginning July 1, 2003. Proper affidavit and submission of receipts are required of the employee in order to receive payment.

**8.2 Health Insurance in Retirement**

- (a) The State agrees to assume upon retirement, the full cost of the Health Benefits coverage for State employees and their dependents including the cost of charges under Part B of the Federal Medicare Program for eligible employees and their spouses, but not including survivors, for employees who accrue 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.
- (b) Those employees who accrue 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 to enroll in the Managed Care/Point of Service (New Jersey Plus) or any of the approved HMO Plans shall not have to contribute to the cost of any premium

for health insurance coverage.

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

- (g) Employees who elect deferred retirement are not entitled to health benefits under this provision.

### **8.3 Benefits Levels and Continuation of Coverage**

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

### **8.4 Video Display Operators**

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

# ARTICLE 9

## DISCIPLINARY ACTIONS

### 9.1 Labor/Management Pre-Disciplinary Procedure

(a) The parties agree to confer regarding resolution of problems in order to prevent disciplinary action. Counseling and oral and written warnings are appropriate pre-disciplinary actions.

(b) Counseling and oral and written warnings are not discipline and as such will not be placed in the employee's permanent personnel file and are not subject to the grievance or arbitration provisions. Copies of written warnings must be provided to the employee who may respond in writing. The written response will be attached to the warnings.

### 9.2 Types of Disciplinary Actions

(a) Discipline shall consist of minor and major discipline, which shall include written reprimands, suspensions, disciplinary demotions, and removals from service.

(1) Minor discipline shall include a written reprimand and a suspension of five (5) business days or less.

(2) Major discipline shall include: (i) removal; (ii) disciplinary demotion, (iii) suspension for more than five (5) business days per incident; (iv) suspension for five (5) business days or less if the aggregate number of business days for which the employee is suspended in the calendar year is fifteen (15) or more; and (v) any suspension if the employee has already received at least three (3) minor suspensions during the calendar year.

#### (b) Immediate Suspension

(1) 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 days following the immediate suspension.

(2) 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.

### **9.3 Just Cause; Burden of Proof; Limitations on Actions**

(a) Discipline shall be imposed for just cause only. 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 that would constitute a crime.

(b) Employees who are hired into the bargaining unit from outside of the Judiciary into unclassified positions shall have a probationary period of four months, with the option of a two-month extension. Accordingly, such employees shall not be entitled to just cause protection during that probationary period.

(c) After twelve (12) consecutive months without further discipline of the employee in question, management shall not consider past written reprimands in deciding the level of discipline to impose for subsequent disciplinary actions. This provision does not apply to chronic and/or excessive absenteeism and lateness infractions.

(d) Discipline shall be progressive in nature and corrective in aim. Discipline based solely on work performance, absenteeism or other chronic offenses shall be governed by 9.8(a).

### **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. The Judiciary shall ensure that employees in such situations are notified accordingly.

(b) The Union may bring more than one representative to a meeting/hearing, but the Judiciary shall only compensate one employee who is a union representative for time spent at the meeting/hearing. When there is more than one union representative or more than one management representative present during questioning, hearings or meetings, each side shall designate a single spokesperson for the entire proceeding.

(c) Union representation may include a Shop Steward (a bargaining unit representative) and National and Local staff.

### **9.5 Information To Be Provided**

(a) Written notice of disciplinary action shall be provided to the employee. Such

notices shall state the nature of the charges, the alleged acts on 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) Upon written request, the Judiciary is obligated to provide documents and a list of witnesses that will be relied upon at the disciplinary hearing. Such documents shall be provided to the requesting party, either the Union or the employee, no later than 10 business days before the discipline hearing and, upon written request, the Union or the employee is obligated to provide documents and witnesses that will be relied upon at the disciplinary hearing to the Judiciary no later than 5 business days before the discipline hearing. Failure of either party to provide any facts, documents or other information pursuant to a valid discovery request may result in the suppression of the party's claim or defense at the disciplinary hearing or other appropriate remedy as determined by the Hearing Officer.

Any proprietary information not relevant to the proceeding that pertains to a Judiciary employee who is not to be the subject of the disciplinary action, litigant, or non-employee of the Judiciary, may be deleted from the submitted documentation.

## **9.6 Appeal Procedure**

### **(a) Minor Discipline**

(1) Within five (5) business days after receiving a Notice of Minor Disciplinary Action, the employee with his/her Union representative may request a meeting with the Senior Manager or his/her designee to review the disciplinary evidence and explore a settlement. Said meeting shall be held upon request by the Union. If the meeting process is abused, however, the matter may be brought to the attention of the Union and/or the Chief of the Labor and Employee Relations Unit for appropriate action.

(2) Within ten (10) business days after receiving a Notice of Minor Disciplinary Action, the employee may request a hearing. The request for a hearing must be in writing. The hearing shall be held within fifteen (15) business days of the receipt of the request, unless mutually agreed otherwise. If no hearing is requested within 10 (ten) business days, the hearing is deemed waived and a Final Notice of Disciplinary Action shall be issued and discipline shall be imposed.

(3) 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.

(4) Any hearing involving discipline shall be conducted and determined by an impartial hearing officer, designated in accordance with this article, who is not personally involved with the facts of the dispute or otherwise involved in a manner that could negatively impact on such officer's ability to be impartial.

(5) Hearings shall be conducted in the location where the discipline occurred.

(6) Hearings of minor discipline involving written reprimands shall be conducted by a local hearing officer.

(7) Hearings of minor discipline involving suspensions shall be conducted by a hearing officer assigned from the Counsel's Office. The scheduling of said hearing will be mutually agreed between management, the hearing officer and the union.

(8) If the employee or the Union requests an adjournment of the disciplinary hearing, management may impose the discipline even though a departmental hearing has not yet occurred. Imposition of a suspension is subject to the result of the hearing process which can include a back-pay award in whole or in part. If, however, management fails to provide the Union with timely, requested discovery materials ten (10) business days prior to the hearing, or if a key witness is unavailable, the Union may request and be granted an adjournment with no imposition of the proposed discipline. In exceptional circumstances, other than as described herein, the Union may explain a need and request a short adjournment from the Counsel's Office.

(9) 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 designee shall issue a final written determination. The Appointing Authority or designee can accept, reject or modify the hearing officer's decision. If the hearing officer's decision is modified or rejected, the Appointing Authority or designee shall explain why in the final written determination.

(10) Classified employees may appeal this decision to the Merit System Board in accordance with Department of Personnel regulations.

(11) Minor discipline is not subject to the grievance or advisory arbitration provisions in this contract.

**(b) Major Discipline**

**(1) Within ten (10) business days after receiving a Preliminary Notice of Disciplinary Action or Notice of Discipline for Unclassified Employees, the employee may request a hearing, in writing. The hearing 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 the discipline shall be imposed.**

**(2) The employee may be represented at the hearing by a Union representative or representatives as defined in 9.4 above. Unless otherwise agreed, 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.**

**(3) Hearings referenced in 9.6(b)(1) shall be conducted by hearing officers assigned by the Appointing Authority through the Counsel's Office. The Union shall be notified of the appointed designee. The hearing officer shall conduct a hearing in a manner that allows the parties, to present the case fairly. The hearing officer shall not be a witness or party in the proceedings. Any hearing involving discipline shall be conducted and determined by an impartial hearing officer designated in accordance with this article, who is not personally involved with the facts of the dispute or otherwise involved in a manner that could negatively impact on the officer's ability to be impartial.**

**(4) 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 designee shall issue a final Notice of Disciplinary Action. The Appointing Authority or designee can accept, reject or modify the hearing officer's decision. If the hearing officer's decision is modified or rejected, the Appointing Authority or designee shall explain why in the final written determination.**

**(5) Classified employees may appeal this decision to the Merit System Board in accordance with Department of Personnel regulations.**

**(6) Unclassified employees may appeal the departmental decision on major discipline through the Union to advisory arbitration in accordance with the following procedures:**

**i. An appeal must be filed in writing by the Union within thirty (30) calendar days from the date the Union received the Appointing Authority's decision on the major discipline. 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.

ii. Within sixty (60) calendar days of the execution of this Agreement, the parties shall mutually agree upon a panel of not less than five (5) arbitrators. 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 the parties cannot agree on a panel of arbitrators within sixty (60) calendar days, arbitrators shall be selected on a case-by-case basis under the selection procedure of the Public Employees Relations Commission until such time as the parties agree on a panel. Changes to the panel may be made by mutual consent of the parties.

iii. The arbitrator shall conduct a hearing to determine the facts and render a decision in writing to the parties. The arbitrator shall render an advisory opinion to the appointing authority consistent with applicable law and this agreement.

iv. 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 to the appointing authority after the close of the hearing.

v. Prior to issuing a final decision not to accept an advisory decision, in whole or in part, the Administrative Director will meet with the Union to discuss that decision.

vi. If the Administrative Director does not accept an advisory arbitration decision in whole or in part, the final decision must be accompanied by a written point-by-point explanation of why it was not accepted.

vii. The fees and expenses of the arbitrator shall be borne equally by the parties. Any other cost of the arbitration proceeding, including the cost of recording, shall be borne by the party incurring the cost.

## **9.7 Miscellaneous Provisions**

(a) No loss of pay shall be suffered by any employee, including Union representatives [subject to the provisions of 9.4(b)] and witnesses, as a result of attendance at disciplinary hearings during working hours. If the disciplinary hearing is outside of working hours, employees shall be entitled to an equal amount of compensatory time off. No employee shall be coerced, intimidated or suffer any reprisal as a result of participation in disciplinary hearings.

(b) Suspensions and removals shall be subject to a stay pending final decision by the appropriate Appointing Authority and/or designee, unless otherwise provided under the New Jersey Administrative Code Title 4A, et. seq. or this article.

(c) If a disciplinary appeal is decided in favor of the employee, the arbitrator or hearing officer shall have authority to recommend an appropriate remedy, which may include, but is not limited to, reinstatement, back pay and the granting of specific benefits.

(d) Hearings conducted pursuant to this provision shall provide, at a minimum, for examination and cross-examination of witnesses and procedures to determine the admissibility of evidence to be introduced. Copies of materials to be introduced as evidence should be provided to the hearing officer. Either party may make a verbatim record of the hearing through a certified court reporter or tape recording and shall provide the hearing officer with a copy of the record without charge and the other party if that party agrees to split that cost.

(e) Employees serving a working test period may appeal their working test period release to the New Jersey Merit System Board in accordance with the New Jersey Department of Personnel regulations.

## **9.8 Work Performance and Chronic and/or Excessive Absenteeism and Lateness**

The following procedures, which shall not be unreasonably delayed by either labor or management, shall govern the administration of appropriate discipline involving the quality and quantity of an individual employee's assigned work, as well as chronic and/or excessive absenteeism and lateness. All notices and memoranda issued pursuant to this section shall be served on the employee, and the Union representative, within twenty-four (24) hours of issuance and placed in the employee's personnel file. As part of these procedures, the affected employee may file written comments for insertion into the employee's personnel file:

1. Work Performance – If over a period of not less than two weeks an employee performs less than satisfactory work as determined by that employee's supervisor, the supervisor shall issue a Work Performance Conference Notice requesting a meeting with the employee and a Union representative, pursuant to section 9.4 above, to discuss the employee's work performance. Such meeting shall occur within ten (10) business days, unless extended by mutual consent of the parties. Within five (5) business days after the meeting the supervisor shall issue a written decision regarding the employee's work performance, including suggestions on how the work performance can be improved. Appropriate training opportunities that relate to the employee's work may be a result of this

stage. When appropriate, the supervisor shall issue a Notice of Disciplinary Action along with the written decision. To appeal the Notice of Disciplinary Action, the parties shall proceed under 9.6(a) through (b).

2. Chronic and/or Excessive Absenteeism and Lateness – If over an extended period of time an employee is chronically and/or excessively absent or late, the supervisor shall issue an Attendance Conference Notice requesting a meeting with the employee and a Union representative, pursuant to section 9.4 above, to discuss the employee's chronic and/or excessive absenteeism or lateness. Such meeting shall occur within ten (10) business days, unless extended by mutual consent of the parties. Appropriate employee assistance options, or other considerations, such as FMLA, may be a result of this discussion. When appropriate, the supervisor shall issue a Notice of Disciplinary Action. To appeal the Notice of Disciplinary Action, the parties shall proceed under 9.6(a) through (b).

# **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 rules or regulations, existing policies or practices, agreements, administrative decisions, or laws applicable to the Judiciary which establish terms and conditions of employment (non-contractual grievance).

### **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.

(b) Employees using this grievance procedure shall not be coerced, intimidated or suffer any reprisal as a direct or indirect result of such use.

(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 a hearing at a lower step. Agreement shall not be unreasonably withheld. Grievances shall not be initiated directly at Step 3 without the written consent of the Chief of Labor and Employee Relations and/or if it is determined by either party that a factual record should be established at the local level. A grievance filed initially at Step 3 with Counsel's Office must include the written consent of the Chief of Labor and Employee Relations and shall be submitted within thirty (30) business days from the date of occurrence giving rise to the grievance or within thirty (30) business days of the time the occurrence is known to the Union, which ever is later.

(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 representative shall have the right directly to examine or cross-examine witnesses who appear at a hearing at any step of this procedure.

(i) At each step of the procedure, all grievance decisions shall include an explanation of the reason for the decision.

(j) 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.

(k) A steward shall be permitted reasonable time to investigate, present and process grievances during working hours without loss of pay or time.

(l) Whenever any representative of the union, or any employee, is scheduled by the parties during his/her working hours to participate in grievance procedures, such employees shall suffer no loss in pay or benefits for appearances at grievance hearings and/or travel time during working hours. If the hearing extends beyond the employee's normal working hours or is held other than

during the employee's normal working hours, compensatory time equal to the additional time spent at the hearing shall be granted. There shall be no claim for overtime pay in the event the scheduled activity extends beyond the employee's normal tour of duty.

(m) 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. If such appearance is permitted during other than the employee's normal working hours, or extends beyond the employee's normal working hours, compensatory time equal to the additional time required shall be granted but such time shall not be considered time worked for computation of overtime.

(n) Upon written request, the filing party, either the union or employee, at least 10 days prior to a scheduled hearing, and management, at least 5 days prior to a scheduled hearing, shall provide to the hearing officer and the other party the names of witnesses and the reason for their appearance. In addition, upon written request, parties will exchange documents to be relied upon in the hearing in accordance with the above time frames.

(o) The hearing officer shall make appropriate arrangements with the parties to avoid the duplication of witnesses and to make other arrangements that will expedite the hearing process consistent with the legitimate interests of the parties.

(p) Grievance decisions at Step 1 and Step 2 shall not constitute a precedent in any arbitration or other proceeding unless there is specific agreement to that effect made in writing by the union and by the Chief, Labor and Employee Relations Unit of the Administrative Office of the Courts.

(q) In addition to the grievant, only the statewide representative and one local representative shall be allowed to attend a grievance proceeding without the charging of union leave time. Additional employees, who are neither the grievant, local representative nor necessary witnesses, will be charged union leave time to attend any grievance or arbitration proceeding.

#### **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 shop 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.** The grievant, through the union steward or other union representative, shall submit the grievance in writing to the first level of supervision having authority to effect a remedy within twenty (20) business days of the date the grievant knew or should have known of its occurrence.

The union shall be notified by the Judiciary within three (3) business days of a grievance that is received by the employer.

After exchange of discovery, a meeting may be scheduled between the union and the appropriate supervisor within ten (10) business days of receipt of the grievance. A written or verbal disposition of the grievance shall be given to the grievant and the union within five (5) business days of the meeting. If written, a copy of the disposition shall also be forwarded to the Labor and Employee Relations Unit of the Administrative Office of the Courts.

(b) **Step 2.** If the grievance has not been resolved at Step 1, the grievance shall be presented to the Senior Manager/Trial Court Administrator or his/her designee in writing by the union steward or other union representative within ten (10) business days of receipt of the disposition of Step 1. If no disposition or decision has been made within five (5) business days of the presentation of the Step 1 complaint or grievance, the complaint or grievance may proceed under the provisions of this step.

After exchange of discovery, a meeting may be scheduled between the union and the Senior Manager/Trial Court Administrator or his/her designee within ten (10) business days of receipt of the appeal. A written disposition of the grievance shall be given to the grievant and the union within ten (10) business days of the meeting. A copy of the disposition shall also be forwarded to the Labor and Employee Relations Unit of the Administrative Office of the Courts.

(c) **Step 3.** If the grievance is not resolved at Step 2 of this procedure, then the union may, within ten (10) business days of receipt of the disposition of Step 2, submit the grievance to the Counsel's Office and request a Step 3 hearing. If requested by the Union, a hearing shall be held by the Counsel's Office within twenty (20) business days of receipt of the appeal. A staff member of the Counsel's Office shall be assigned to hear the grievance and shall render a disposition of the grievance within fifteen (15) business days. A copy of the disposition shall be forwarded to the grievant and the union.

## 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 3, 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 3 decision. Said request shall be filed with the Counsel's Office. In the event the union deems it necessary to use an additional period beyond the thirty (30) calendar days provided herein, the time to appeal may be extended by the union to not more than twenty (20) additional calendar days. 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) Within sixty (60) calendar days of the execution of this Agreement, the parties shall mutually agree upon a panel of not less than five (5) arbitrators. 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 the parties cannot agree upon a panel of arbitrators within sixty (60) calendar days, arbitrators shall be selected on a case by case basis under the selection procedure of the Public Employment Relations Commission until such time as the parties agree upon a panel. Changes to the panel may be made by mutual consent of the parties.

(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 a 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 other cost of the arbitration proceeding, including the cost of recording, shall be borne by the party incurring the cost.

(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, no later than 10 days before the arbitration hearing, and management, no later than 5 days before the arbitration, are mutually obliged to provide discovery. 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.

# **ARTICLE 11**

## **Position Classification**

### **11.1 Classification Review**

It is the intention of the parties that this bargaining unit be recognized as professional. Its employees exemplify the Judiciary's high quality standards in expertise and customer service. This understanding allows for the recognition of an employee's professional status, as well as management's need to have flexibility in functions performed by employees within title bands. As such, no person shall be appointed or employed under a title not appropriate to the duties to be performed, nor assigned to perform duties other than those properly pertaining to the assigned title which the employee holds, unless otherwise provided by law, the Administrative Code, or the Judiciary Classification and Compensation Plan. The parties also recognize that the Classification and Compensation Plan for the Judiciary provides for employees to advance or to be promoted to a higher level by demonstrating competencies required of the higher level job. Therefore, it may be appropriate for an employee who wants to advance or be promoted to a higher level to perform higher level out-of-title duties as a means of demonstrating that he/she has the competencies for advancement.

### **11.2 Reclassification**

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. In order to proceed with the reclassification process, the request must identify and explain the areas of substantive change in job content to the extent that the position no longer conforms to the job specification for the title assigned to that position; specifically the employee must file the following information with the local Human Resources Office which will forward it to the AOC's classification unit:

1. Identify on the form the specific duties that do not conform to the specification for the title;
2. Propose a different existing title for the position, including an explanation of how that title more accurately describes the duties of the position than the employee's current title.

3. Provide a signed statement by the employee's current supervisor attesting that the supervisor agrees or disagrees that the identified duties are being performed by the employee.

B. Upon receipt of a reclassification request from an employee, the AOC will send a letter stating that it has received the reclassification request and that, if appropriate based upon the additional identified duties, the employee will be scheduled within thirty (30) days to complete the Job Inventory 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.

C. 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.

D. After an employee and the employee's immediate supervisor complete the JIQ, the AOC's Classification Unit will analyze the responses to the JIQ within a reasonable time period, depending on workload, but not to exceed 60 days. Thereafter, the senior manager, the supervisor and the employee will be notified in writing of the result. This letter will also inform the employee that if she/he is not satisfied with the outcome of the classification request, she/he may file a written appeal within twenty (20) calendar days.

### **11.3 Appeals**

A. For Career Service employees:

1. Appeals concerning the band assignment must be submitted in writing to the New Jersey Department of Personnel agency representative, with a copy to the local Human Resources office and the AOC's Classification Unit.

2. Appeals concerning the level within the assigned band must be submitted in writing to the Classification Review Board within the Judiciary.

3. Appeals concerning the level assignment within a band after DOP determines that a different band is appropriate must also be submitted in writing to the Classification Review Board within the Judiciary.

B. For Unclassified employees:

Appeals concerning the band or level assignment within a band must be submitted in writing to the Classification Review Board within the Judiciary.

#### **11.4 Classification Review Board**

A. The Classification Review Board will be composed of one representative of the CWA, one representative of the AOC and one Subject-Matter-Expert (SME) mutually selected by the other two members. Any one of these two members may at any time insist that the SME's services be terminated for cause (pertaining to unavailability or insufficient availability, inability to produce quality recommendations, inappropriate behavior or failure to meet established time frames), and be replaced by another SME for all future appeals. The Judiciary shall pay the SME.

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.

#### **11.5 Assignment, Notification and Explanation**

In the event the Classification Review Board determines that a career service employee is to be assigned a new level within the band or an unclassified employee is to be assigned a new band or level, the assignment shall be retroactive to the pay period immediately after 14 days from the date the local Human Resources Office received the reclassification request. The appropriate upward salary adjustment shall be given retroactive to that date. However, the employer reserves the right to take away duties normally assigned to the higher-level position as noted above. In that event, the higher-level pay would cease upon those duties being relinquished.

#### **11.6 Job Specifications**

The Judiciary shall make a good faith effort to post on the Infonet all job descriptions no later than December 31, 2004. Prior to posting, copies shall be given to the Union. Any changes to job descriptions thereafter shall be given to the Union in advance of posting the amended versions.

## **ARTICLE 12**

### **MANAGEMENT RIGHTS**

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

## **ARTICLE 13**

### **NO STRIKE, NO LOCKOUT**

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



# ARTICLE 14

## HOLIDAYS

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

New Year's Day.....	January 1st
Martin Luther King's Birthday.....	3rd Monday in January
Lincoln's Birthday.....	February 12th
Washington's Birthday.....	3rd Monday in February
Good Friday.....	Friday before Easter
Memorial Day.....	Last Monday in May
Independence Day.....	July 4th
Labor Day.....	1st Monday in September
Columbus Day.....	2nd Monday in October
Election Day.....	1st Tuesday after 1st Monday in November
Veteran's Day.....	November 11th
Thanksgiving Day.....	4th Thursday in November
Christmas Day.....	December 25th

- 14.2** In the event any of the above holidays fall on a Sunday, they shall be celebrated on the following Monday; in the event they fall on a Saturday, they shall be celebrated on the preceding Friday.
- 14.3** Any other days declared as holidays or official days off by Proclamation of the Governor or by action of a county authority, when applied to judiciary employees, shall be subject to review and approval by the Chief Justice or the local Assignment Judge.

## **ARTICLE 15**

### **USE OF AUTOMOBILES, TRAVEL AND PARKING**

#### **15.1 State Travel Regulations**

Employees use of automobiles and attendant matters, including meal allowances, shall be governed by the State Travel Regulations issued by the State of New Jersey, Department of Treasury, as adapted by the Judiciary.

#### **15.2 Notice of Any Changes**

The Judiciary shall notify the Union of any changes in the State Travel Regulations as adapted by the Judiciary 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 Regulations, it will notify the Judiciary of same.

#### **15.3 Parking**

The Union recognizes that the Judiciary does not have control over the availability of parking spaces in the counties and that it is the counties that control the availability. However, the Judiciary will make a concerted effort to maintain existing parking availability and try to secure additional parking for those without it. The Union recognizes that if the Judiciary is unsuccessful in these efforts, employees could lose parking availability and/or that some employees will be without parking. The Judiciary will keep the Union informed of potential problems that may arise that could lead to reduced parking availability. The provisions of this section are not subject to the contractual grievance procedure in Article 10.

#### **15.4 Overnight Travel**

If the Judiciary authorizes two employees to travel and stay overnight in a double room and the employees agree to get each a private room, the Judiciary will reimburse each employee for up to one-half ( $\frac{1}{2}$ ) 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 unless otherwise provided in the Letter of Agreement:
- 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 16.2 above shall be grand-fathered at their present level of vacation leave until they reach the next level as described in 16.2 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 pressure of work.

- 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 and schedule such vacation time 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 hours (i.e., a minimum of one-hour and 1/2 hour increments thereafter).
- 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 supervisor.
- 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. 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.
- 17.2** Administrative leave may be used for emergencies, observance of religious or other days of celebration, or personal business.
- 17.3** Newly-hired employees shall be granted one-half (1/2) 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.

For new hires, the 1/2 day administrative leave which accrued for the full calendar month of December, shall be permitted to be used in the month of December in anticipation of the employee working the full month of December so that it is not forfeited.

- 17.4** 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.
- 17.5** Administrative leave may be granted and shall be recorded and tracked in hours (i.e., a minimum of one hour and 1/2 hour increments thereafter).
- 17.6** Administrative leave shall not accumulate. Unused balances in any calendar year shall be canceled.
- 17.7** Part-time employees covered by this agreement shall be entitled to a proportionate amount of paid administrative leave which shall be subject to the above provisions.

## ARTICLE 18

### SICK LEAVE

**18.1** All sick leave shall be provided pursuant to the provisions of N.J.A.C. 4A:6 and all applicable laws, regulations and policies of the Judiciary of the State of New Jersey.

#### **18.2 Reporting of Sick Leave**

(a) An employee shall, no later than his/her scheduled starting time, notify his/her supervisor or designated contact person of any absence due to illness.

(b) Failure of an employee to supply proper notification to his/her supervisor or designated contact person may result in:

1. Denial of use of sick leave for the absence.
2. Disciplinary action on the basis of abuse of sick leave.

#### **18.3 Family and Medical Leave Acts**

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

(b) Medical information necessary for the proper claiming of medical leave under (a), above, shall be kept confidential in accordance with applicable law.

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

**18.4** Sick leave may be utilized and shall be recorded and tracked in hours (i.e., a minimum of one-hour and 1/2 hour increments thereafter).

# 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 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 level, 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

- (i) Level within a Job Band

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

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

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

(ii) Seniority with the Judiciary

1. Points shall be credited based on years of continuous employment with the Judiciary. Employees will receive 2 points for every three years of service at the rate of 2/3 a point for every completed year of service.

2. 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.

3. 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.

4. 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.

(iii) Disciplinary Action Record

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

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

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 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.
- H. Laid off unclassified employees shall have no bumping rights.
- I. Laid off unclassified employees shall be sent copies of all Judiciary job vacancy notices for a period of two years and shall be given due consideration, along with other qualified applicants, if they submit a resume in application for a position and meet the minimum qualifications. The laid off employee must provide the employer with any address change during the two-year time period.
- J. **Appeal of Layoff**

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

The Judiciary Review Board shall be composed of three members: a Senior Manager selected by the Judiciary, a union official selected by the

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

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

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

### **19.3 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**

### **HEALTH AND SAFETY**

#### **20.1 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 Register which pertains to health and safety matters. The Judiciary will provide a reasonably 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.

(c) The parties recognize that the Judiciary does not own the buildings in which employees work and as such, there are occasions when the Judiciary does not have control over the condition of the building in which the employees work. Accordingly, any arbitration decision will be only advisory to the Judiciary in those instances when the proposed remedy requires an action that is not within the control of the Judiciary. In such an instance, the Judiciary will make best possible efforts to secure the relief that the arbitrator proposes. However, in the event that the relief cannot be secured by the Judiciary, the Judiciary will so advise the Union and the parties will meet in order to see if there is another way to address the situation in order to secure the safe and healthful place of employment.

#### **20.2 ISP/JISP employees**

(a) The Judiciary will provide each officer who wants a safety vest with a safety vest consistent with protocol established for the use of the vests. A fitted safety vest will be ordered for new employees upon successful completion of their probationary period.

(b) Pepper spray with holster will be provided to ISP and JISP field staff. The Judiciary will replace old canisters of pepper spray with new ones every two years, or as recommended by the manufacturer, whichever time period is less. It shall be the obligation of the employee to request the replacement.

### **20.3 Self-Defense Training**

ISP and JISP field staff will be afforded a basic self-defense training course. An annual refresher self-defense training course will be afforded to field staff who have completed the basic course.

## **ARTICLE 21**

### **LEAVE OF ABSENCE**

- 21.1** Employees in the classified service may 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.
- 21.2** Employees in the unclassified service may be provided with unpaid leaves of absence in the same manner as for employees in the classified service.
- 21.3** All unpaid leaves of absence shall be inclusive of all unpaid leave entitlements 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.).
- 21.4** Unpaid leaves of absence shall not exceed a period of one year. A leave may be extended beyond one year for exceptional situations upon request at the discretion of the appointing authority and, for employees in the classified service, with written approval by the Department of Personnel.

# **ARTICLE 22**

## **PERSONNEL FILES**

### **22.1 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.

### **22.2 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.

### **22.3 Right to Review File**

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

### **22.4 Confidentiality**

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

## **ARTICLE 23**

### **EDUCATION AND TRAINING**

#### **23.1 Tuition Reimbursement and Continuing Education for Court Interpreters**

Where the Judiciary has, in the past, provided either tuition reimbursement or continuing education for court interpreter employees, the policy will continue, subject to available appropriations.

#### **23.2 Grievability**

The provisions of this article will not be grievable.

#### **23.3 In-Service Training**

The Judiciary will continue to offer training programs of proven worth that are aimed at skills development and improvement in order to afford employees a greater opportunity for performance improvement and professional growth. Such offerings may be regulated by availability of funds or other factors. Interested employees shall not be unreasonably denied such opportunities.

#### **23.4 Tuition Aid**

The Judiciary shall establish a Tuition Aid Task Force. The objective of this Tuition Aid Task Force will be to study the appropriate parameters of a tuition aid/educational enhancement program. The Tuition Aid Task Force shall be composed of equal numbers of labor and management representatives not exceeding three (3) each except upon mutual agreement. The task force shall issue its report to the Administrative Director on or before September 1, 2005. The Judiciary shall establish a Tuition Aid/Educational Enhancement Fund beginning in FY 07 and shall have allocated to it the amount of \$25,000. In FY 08 it also shall be \$25,000. Any amount not utilized in any fiscal year shall be rolled over into the next fiscal year.

## **ARTICLE 24**

### **JOB OPPORTUNITIES**

#### **24.1 Posting**

- a. Whenever management intends to fill an unclassified position, the position will be filled only after the position has been posted, except that this shall not be required when filling a temporary vacancy. In the event a position has been posted and another position with the same title needs to be filled, the position will not have to be re-posted if the position is in the jurisdiction of the same appointing authority as the previous position and the first posting is not more than five (5) months old and provided that the first posting was described in such a manner as to be broad enough to cover the later posting. Nothing contained herein shall prevent an employee who learns of a new vacancy that is not re-posted from notifying management of his/her interest in the position even though he/she did not initially apply. Further, nothing herein prevents an employee from responding to a posting in such a manner that expresses that he/she is only interested in positions in certain limited jurisdictions, i.e., a particular division, etc.
- b. Whenever a classified position at the entry level of a band within the negotiations unit becomes vacant and management intends to fill the position, the position will be filled either through the posting of a notice of vacancy or in accordance with DOP rules and regulations, except that this shall not be required when filling a temporary vacancy.
- c. Whenever a classified position at other than the entry level of a band within the negotiations unit becomes vacant and management intends to fill the position, the position will be filled either through the posting of the notice of vacancy for an advancement opportunity or in accordance with DOP rules and regulations.
- d. All vacancies in classified positions that will be filled by a provisional appointment shall be posted at all Judiciary work locations except where an attrition program, budget constraints or unit scope necessitates an internal posting open only to the employees of the appointing authority.
- e. Judiciary-wide postings will be for a minimum of 20 working days. Appointing Authority-only postings will be for a minimum of 10 working days.
- f. The Union shall be given a copy of all postings.
- g. Following the closing date of the posting, positions that will be filled shall be filled with qualified individuals.



## **24.2 Voluntary Transfer and Reassignment**

- a. Employees who desire to transfer to another appointing authority's jurisdiction or who desire to be reassigned within an appointing authority's jurisdiction shall put such a request in writing to both the sending and receiving appointing authorities or their local Human Resources Division Manager, respectively.
- b. Such requests shall be renewed by the employee every six 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.

## **24.3 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 Clerk's 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 calendar days in any twelve 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.

## **ARTICLE 25**

### **SAVINGS AND SEPARABILITY**

#### **25.1 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.

#### **25.2 Savings**

If any provision of this agreement is severed or restrained in accordance with section 25.1, the parties, upon the request of either party, shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement.

## **ARTICLE 26**

### **PERFORMANCE ASSESSMENT REVIEW**

#### **26.1 General Provisions**

The Communications Workers of America 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 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.
- f. Employees may not utilize the grievance procedures to challenge the specific content of the completed performance advisory form. However, an employee who believes that the specific content of the completed performance advisory form does not accurately reflect the employee's work, may request a meeting with the next level of management that is above the employee's immediate supervisor. A meeting will be scheduled where the employee may make known his/her concerns to the higher-level manager, and the manager may request that the immediate supervisor attend such meeting. If appropriate, the parties may discuss possible resolution of such concerns. This meeting is not, however, to

be considered an appeal or grievance and the union steward will be present only in exceptional circumstances.

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

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

## **ARTICLE 27**

### **EFFECT OF NEGOTIATIONS**

#### **27.1 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, shall remain unchanged.

#### **27.2 Terms of Agreement**

The term of this Agreement shall be July 1, 2004 to June 30, 2008.

## **ARTICLE 28**

### **DAMAGE TO PERSONAL BELONGINGS**

Judiciary employees may seek reimbursement from the State of New Jersey Judiciary for damages incurred to personal belongings 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 on Reimbursement for Damage to Personal Belongings (effective November 27, 1995). A copy of this policy is attached hereto and made a part hereof.

**STATE OF NEW JERSEY  
THE JUDICIARY  
POLICY**

**REIMBURSEMENT FOR DAMAGE TO PERSONAL BELONGINGS.**

---

<b>PURPOSE</b>	To set forth the criteria by which employees may seek reimbursement from the State for damages incurred to personal belongings in the course of work.
<b>SCOPE</b>	All Judiciary personnel
<b>AUTHORITY</b>	Annual Appropriations Acts Dept. of the Treasury, Office of Management & Budget
<b>EFFECTIVE</b>	November 27, 1995
<b>POLICY</b>	<p>All Judiciary employees must perform all duties with a reasonable amount of caution and care so as to minimize the potential for accidental damage to property of the state, others, or self. Personal belongings brought to the worksite by an employee that are not required for the conduct of business are specifically excluded from this policy. As such, any loss or damage to such articles are the sole responsibility of the employee.</p> <p>In the event that damage occurs to personal belongings despite adequate precautions having been taken, the employee may submit a request for reimbursement of actual costs incurred in repairing or replacing the damaged article, not to exceed \$2,000, by submitting proof that the damage resulted from legitimate business activities and that adequate caution was exercised.</p> <p>The Legislature has given final authority for approving such requests for reimbursement to the Director, Office of Management &amp; Budget (including the Division of Budget &amp; Accounting). As such, the decision of that office is final.</p>
<b>EXCEPTIONS</b>	<p>Employees receiving clothing allowances, whether through contractual agreements or otherwise, are prohibited from filing claims in accordance with this policy when such claims relate to damage to their own personal clothing articles.</p> <p>Claims submitted in accordance with this policy and procedures established hereunder are in lieu of all other claims covering the same item(s).</p>

**STATE OF NEW JERSEY  
THE JUDICIARY  
PROCEDURE**

**REIMBURSEMENT FOR DAMAGE TO PERSONAL BELONGINGS**

---

<b>PURPOSE</b>	To define the required procedures for submitting requests for reimbursement for damages incurred to personal belongings in the course of work.	
<b>SCOPE</b>	All Judiciary personnel	
<b>EFFECTIVE</b>	November 27, 1995	
<b>DEFINITIONS</b>	<b>FISCAL</b>	The Judiciary Fiscal Unit in the Management Services Division of the AOC
	<b>VFO</b>	The Vicinage Finance Office
	<b>OMB</b>	The Office of Management & Budget within the Department of the Treasury inclusive of the Div. of Budget & Accounting
	<b>ASST DIRECTOR</b>	The Assistant Director of Management Services--AOC
	<b>CFO</b>	Chief Fiscal Officer
	<b>SR MANAGER</b>	A member of the Conference of Senior Managers

---

<b>EMPLOYEE</b>	The request for reimbursement should be made to the employee's SR MANAGER. The written request must include a statement as to the cause of the damage, a description of the article damaged and the damage thereto, the amount being sought for reimbursement, proof of the amount of the request, a completed Payment Voucher, and a statement from the immediate supervisor supporting the request.
<b>SR MANAGER</b>	If deemed appropriate, indicate approval by signing or initialing and dating the employee's request and forwarding to the VFO, in the cases of vicinage employees, or to FISCAL, for central office employees.
<b>VFO or FISCAL</b>	Upon receipt of a properly documented request for reimbursement, finalize the Payment Voucher charging to the employee's unit. Object Code 3890 (other Services). Enter PV into NJCFS.
<b>VFO</b>	Submit entire package inclusive of all documentation provided by employee to FISCAL for final processing.
<b>FISCAL</b>	Submit properly executed PV along with all supporting documentation to the CFO with an approval transmittal letter for his signature.



**STATE OF NEW JERSEY  
THE JUDICIARY  
PROCEDURE**

**REIMBURSEMENT FOR DAMAGE TO PERSONAL BELONGINGS.**

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- CFO** Review the request and supporting documentation. If the request is deemed justified, sign the approval transmittal letter and return entire package to FISCAL.
- If the request is disapproved, the request is to be forwarded to the ASST DIRECTOR with reasons for disapproval, for final determination.
- ASST DIRECTOR** If the request is to be approved, sign the approval transmittal letter and return package to FISCAL.
- If the request is disapproved, indicate reason(s) and return package to FISCAL.
- FISCAL** If the request was approved, forward entire package to the Director, OMB in the Dept. of the Treasury for final approval and processing.
- OMB** For approved requests, review request and approval and, if appropriate, process request for payment directly to employee.
- If not approved, indicate reasons for denial and return package to FISCAL.
- FISCAL** For disapproved requests, return entire package with reason(s) for disapproval to VFO, in the case of vicinage employees, or to the employee's SR MANAGER for central office staff.
- VFO** For requests originated by vicinage employees, return entire package with reason(s) for disapproval to the employee's SR MANAGER.

## ARTICLE 29

### EMERGENCY CLOSINGS AND SPECIAL OBSERVATIONS

#### 29.1 Emergency or Special Observations

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

#### 29.2 Essential Employees

a. Every employee designated as "essential," pursuant to N.J.A.C. 4A:6-2 shall receive notice of such designation each year, by October 1, in accordance with N.J.A.C. 4A:6-2. Notice of such designations will also be provided to the Union.

b. Employees who are designated as essential will receive a travel-pass ID card identifying them as "Essential."

#### 29.3 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).

IN WITNESS to this Agreement, the parties have caused their duly authorized representatives to affix their signatures hereto this 2nd day of August, 2004.

FOR THE JUDICIARY OF THE STATE OF NEW JERSEY:

Richard Kullback  
Ch. P. Higgins  
[Signature]  
Kathy Delaney  
Jennifer Manson  
Carol Nilnes  
Tomoko Barnes  
[Signature]  
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FOR THE COMMUNICATIONS WORKERS OF AMERICA

Art E. Richardson  
Carol A. [Signature]  
Susan Wright  
[Signature]  
Britt C. Wheeler  
[Signature]  
[Signature]  
Jean Chesler  
Richard Kullback  
Jennifer P. Demos  
John Seck  
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**APPENDIX A  
1<sup>ST</sup> YEAR  
COMPENSATION SCHEDULE**

	<b>1<sup>st</sup> Year July 2004 Minimum</b>	<b>1<sup>st</sup> Year July 2004 Maximum</b>
Administrative Specialist 1	\$32,652.15	\$51,468.45
Administrative Specialist 2	\$35,004.19	\$57,348.52
Administrative Specialist 3	\$39,708.26	\$64,404.63
Administrative Specialist 4	\$52,644.45	\$82,044.91
Attorney 1	\$52,644.45	\$82,044.91
Attorney 2	\$64,404.63	\$93,805.10
Court Interpreter 1	\$35,004.19	\$57,348.52
Court Interpreter 2	\$39,708.26	\$64,404.63
Court Services Officer Trainee	\$32,652.15	\$51,468.45
Court Services Officer 1	\$35,004.19	\$57,348.52
Court Services Officer 1 (40 hr ww)	\$38,504.60	\$63,083.37
Court Services Officer 2	\$39,708.26	\$64,404.63
Court Services Officer 3	\$54,996.48	\$84,396.95
Financial Specialist 1	\$39,708.26	\$64,404.63
Financial Specialist 2	\$52,644.45	\$82,044.91
Information Tech. Analyst 1	\$39,708.26	\$66,756.66
Information Tech. Analyst 2	\$45,588.34	\$78,516.85
Information Tech. Analyst 3	\$60,876.59	\$85,572.96
Information Tech. Technician	\$31,476.12	\$53,820.47
Judiciary Coordinator 1	\$39,708.26	\$64,404.63
Judiciary Coordinator 2	\$52,644.45	\$82,044.91
Librarian 1	\$39,708.26	\$64,404.63
Library Assistant	\$29,712.10	\$45,000.35

**APPENDIX A  
2<sup>ND</sup> YEAR  
COMPENSATION SCHEDULE**

	<b>2<sup>nd</sup> Year July 2005 Minimum</b>	<b>2<sup>nd</sup> Year July 2005 Maximum</b>	<b>3rd Year July 2006 Minimum</b>	<b>3rd Year July 2006 Maximum</b>
Administrative Specialist 1	\$32,946.02	\$51,931.67	\$33,604.94	\$52,970.30
Administrative Specialist 2	\$35,319.23	\$57,864.66	\$36,025.61	\$59,021.95
Administrative Specialist 3	\$40,065.63	\$64,984.27	\$40,866.94	\$66,283.96
Administrative Specialist 4	\$53,118.25	\$82,783.31	\$54,180.62	\$84,438.98
Attorney 1	\$53,118.25	\$82,783.31	\$54,180.62	\$84,438.98
Attorney 2	\$64,984.27	\$94,649.35	\$66,283.96	\$96,542.34
Court Interpreter 1	\$35,319.23	\$57,864.66	\$36,025.61	\$59,021.95
Court Interpreter 2	\$40,065.63	\$64,984.27	\$40,866.94	\$66,283.96
Court Services Officer Trainee	\$32,946.02	\$51,931.67	\$33,604.94	\$52,970.30
Court Services Officer 1	\$35,319.23	\$57,864.66	\$36,025.61	\$59,021.95
Court Services Officer 1 (40 hr ww)	\$38,851.14	\$63,651.12	\$39,628.17	\$64,924.15
Court Services Officer 2	\$40,065.63	\$64,984.27	\$40,866.94	\$66,283.96
Court Services Officer 3	\$55,491.45	\$85,156.52	\$56,601.28	\$86,859.65
Financial Specialist 1	\$40,065.63	\$64,984.27	\$40,866.94	\$66,283.96
Financial Specialist 2	\$53,118.25	\$82,783.31	\$54,180.62	\$84,438.98
Information Tech. Analyst 1	\$40,065.63	\$67,357.47	\$40,866.94	\$68,704.62
Information Tech. Analyst 2	\$45,998.64	\$79,223.50	\$46,918.61	\$80,807.97
Information Tech. Analyst 3	\$61,424.48	\$86,343.12	\$62,652.97	\$88,069.98
Information Tech. Technician	\$31,759.41	\$54,304.85	\$32,394.60	\$55,390.95
Judiciary Coordinator 1	\$40,065.63	\$64,984.27	\$40,866.94	\$66,283.96
Judiciary Coordinator 2	\$53,118.25	\$82,783.31	\$54,180.62	\$84,438.98
Librarian 1	\$40,065.63	\$64,984.27	\$40,866.94	\$66,283.96
Library Assistant	\$29,979.51	\$45,405.35	\$30,579.10	\$46,313.46

**APPENDIX A  
3<sup>rd</sup> YEAR  
COMPENSATION SCHEDULE**

	<b>3<sup>rd</sup> Year Jan. 2007 Minimum</b>	<b>3<sup>rd</sup> Year Jan. 2007 Maximum</b>	<b>4<sup>th</sup> Year July 2007 Minimum</b>	<b>4<sup>th</sup> Year July 2007 Maximum</b>	<b>4<sup>th</sup> Year July 2007 Maximum 2</b>
Administrative Specialist 1	\$34,277.04	\$54,029.71	\$35,048.27	\$55,245.38	\$57,068.48
Administrative Specialist 2	\$36,746.12	\$60,202.39	\$37,572.91	\$61,556.94	\$63,588.32
Administrative Specialist 3	\$41,684.28	\$67,609.64	\$42,622.18	\$69,130.86	\$71,412.18
Administrative Specialist 4	\$55,264.23	\$86,127.76	\$56,507.68	\$88,065.63	\$90,971.80
Attorney 1	\$55,264.23	\$86,127.76	\$56,507.68	\$88,065.63	\$90,971.80
Attorney 2	\$67,609.64	\$98,473.19	\$69,130.86	\$100,688.84	\$104,011.57
Court Interpreter 1	\$36,746.12	\$60,202.39	\$37,572.91	\$61,556.94	\$63,588.32
Court Interpreter 2	\$41,684.28	\$67,609.64	\$42,622.18	\$69,130.86	\$71,412.18
Court Services Officer Trainee	\$34,277.04	\$54,029.71	\$35,048.27	\$55,245.38	\$57,068.48
Court Services Officer 1	\$36,746.12	\$60,202.39	\$37,572.91	\$61,556.94	\$63,588.32
Court Services Officer 1 (40 hr ww)	\$40,420.73	\$66,222.63	\$41,330.20	\$67,712.63	\$69,947.15
Court Services Officer 2	\$41,684.28	\$67,609.64	\$42,622.18	\$69,130.86	\$71,412.18
Court Services Officer 3	\$57,733.31	\$88,596.84	\$59,032.31	\$90,590.27	\$93,579.75
Financial Specialist 1	\$41,684.28	\$67,609.64	\$42,622.18	\$69,130.86	\$71,412.18
Financial Specialist 2	\$55,264.23	\$86,127.76	\$56,507.68	\$88,065.63	\$90,971.80
Information Tech. Analyst 1	\$41,684.28	\$70,078.71	\$42,622.18	\$71,655.48	\$74,020.11
Information Tech. Analyst 2	\$47,856.98	\$82,424.13	\$48,933.76	\$84,278.67	\$87,059.87
Information Tech. Analyst 3	\$63,906.03	\$89,831.38	\$65,343.92	\$91,852.59	\$94,883.73
Information Tech. Technician	\$33,042.49	\$56,498.77	\$33,785.95	\$57,769.99	\$59,676.40
Judiciary Coordinator 1	\$41,684.28	\$67,609.64	\$42,622.18	\$69,130.86	\$71,412.18
Judiciary Coordinator 2	\$55,264.23	\$86,127.76	\$56,507.68	\$88,065.63	\$90,971.80
Librarian 1	\$41,684.28	\$67,609.64	\$42,622.18	\$69,130.86	\$71,412.18
Library Assistant	\$31,190.68	\$47,239.73	\$31,892.47	\$48,302.62	\$49,896.61

**APPENDIX A  
4<sup>th</sup> YEAR  
COMPENSATION SCHEDULE**

	<b>4<sup>th</sup> Year Jan. 2008 Minimum</b>	<b>4<sup>th</sup>Year Jan. 2008 Maximum</b>	<b>4<sup>th</sup> Year Jan. 2008 Maximum2</b>
Administrative Specialist 1	\$35,871.90	\$56,543.65	\$58,409.59
Administrative Specialist 2	\$38,455.87	\$63,003.53	\$65,082.65
Administrative Specialist 3	\$43,623.80	\$70,755.44	\$73,090.37
Administrative Specialist 4	\$57,835.61	\$90,135.17	\$93,109.64
Attorney 1	\$57,835.61	\$90,135.17	\$93,109.64
Attorney 2	\$70,755.44	\$103,055.03	\$106,455.84
Court Interpreter 1	\$38,455.87	\$63,003.53	\$65,082.65
Court Interpreter 2	\$43,623.80	\$70,755.44	\$73,090.37
Court Services Officer Trainee	\$35,871.90	\$56,543.65	\$58,409.59
Court Services Officer 1	\$38,455.87	\$63,003.53	\$65,082.65
Court Services Officer 1 (40 hr ww)	\$42,301.46	\$69,303.88	\$71,590.91
Court Services Officer 2	\$43,623.80	\$70,755.44	\$73,090.37
Court Services Officer 3	\$60,419.57	\$92,719.14	\$95,778.87
Financial Specialist 1	\$43,623.80	\$70,755.44	\$73,090.37
Financial Specialist 2	\$57,835.61	\$90,135.17	\$93,109.64
Information Tech. Analyst 1	\$43,623.80	\$73,339.38	\$75,759.58
Information Tech. Analyst 2	\$50,083.70	\$86,259.22	\$89,105.78
Information Tech. Analyst 3	\$66,879.50	\$94,011.13	\$97,113.50
Information Tec. Technician	\$34,579.92	\$59,127.58	\$61,078.80
Judiciary Coordinator 1	\$43,623.80	\$70,755.44	\$73,090.37
Judiciary Coordinator 2	\$57,835.61	\$90,135.17	\$93,109.64
Librarian 1	\$43,623.80	\$70,755.44	\$73,090.37
Library Assistant	\$32,641.94	\$49,437.73	\$51,069.18

# APPENDIX B

**MEMORANDUM OF AGREEMENT**  
between  
**THE NEW JERSEY JUDICIARY ("JUDICIARY")**  
and  
**COMMUNICATIONS WORKERS OF AMERICA ("CWA")**

The existing collective bargaining agreement between the New Jersey Judiciary ("Judiciary") and the Communication workers of America, AFL-CIO ("CWA") the professional non-case related unit (7/1/00 – 6/30/04) shall continue in all respects except as modified below:

1. The duration of the collective bargaining agreement shall be from July 1, 2004 to June 30, 2008.

2. Subject to the State Legislature enacting appropriations of funds for these specific purposes, and within a reasonable time after enactment of the appropriations, across-the-board increases (ATB's) shall be paid to all eligible employees on the first pay period following the effective dates set forth below. Additionally, the minimums and maximums for each salary range shall be increased by these percentages on these effective dates:

7/1/04 (pay period 15)	2.0 %
7/1/05 (pay period 15)	0.9 %
7/1/06 (pay period 15)	2.0 %
1/1/07 (pay period 2)	2.0 %
7/1/07 (pay period 15)	2.25%
1/1/08 (pay period 2)	<u>2.35%</u>

11.5 %

3. Eligible employees shall be eligible for health benefits pursuant to the State Health Benefits Plan as amended effective on or after July 1, 2004 (see attached).

4. Effective 7/1/07, the maximums of each salary range shall be increased by an amount that is functionally equivalent to the amount that the Executive Branch of State Government increased the salary ranges of when it created the 10<sup>th</sup> step of the salary ranges. An employee shall be advanced to this new maximum and have his/her salary increased by the corresponding amount only upon the employee completing 24 full calendar months of employment in his/her job title at the old maximum salary.

5. Article 20, Health and Safety, shall be amended, per the attached.



6. The Judiciary shall establish a labor-management "Work-Life" Task Force and designate a Work-Life Coordinator. The objective of this task force is to identify flexible work arrangements that are feasible and enhance service to the public. The Work-Life Coordinator shall be staff to the task force and will be responsible for identifying and assisting in the implementation or facilitating appropriate work-life arrangements. The Work-Life Task Force shall be composed of equal numbers of labor and management representatives not exceeding three (3) each except upon mutual agreement. The Work-Life Task Force shall issue an advisory report to the Administrative Director along with its recommendations by June 30, 2006.

7. The Judiciary shall establish a Tuition Aid Task Force. The objective of this Tuition Aid Task Force will be to study the appropriate parameters of a tuition aid/educational enhancement program. The Tuition Aid Task Force shall be composed of equal numbers of labor and management representatives not exceeding three (3) each except upon mutual agreement. The task force shall issue its report to the Administrative Director on or before September 1, 2005. The Judiciary shall establish a Tuition Aid/Educational Enhancement Fund beginning in FY 07 and shall have allocated to it the amount of \$25,000. In FY 08 it also shall be \$25,000. Any amount not utilized in any fiscal year shall be rolled over into the next fiscal year.

#### 8. Salary Range Adjustments

The parties will continue to meet to discuss appropriate and mutually acceptable new titles and salary range adjustments for the following titles:

- Court Interpreters
- ISP/JISP Officers
- Financial Specialists
- Hearing Officers
- Any other title if mutually agreed upon by the parties

In the course of negotiating these range adjustments the parties shall also discuss any appropriate changes in the definitions of "promotion" and "advancements."

9. The parties agree to the changes in the Discipline and Grievance Articles as per attached.

#### 10. Miscellaneous Contract Changes

The parties anticipate minor contractual language and mutually acceptable substantive changes, and the incorporation of existing side letters that have continued application into the final collective bargaining agreement. The parties will meet to continue discussions on these issues on June 30 and July 2, 2004 and any subsequent dates during July to which the parties agree. Both parties will be prepared to spend

time into the evening hours on these days in the event that it appears that an agreement can be reached on these issues. If there are any outstanding issues that are not yet resolved by August 1, 2004, (or other mutually agreed upon subsequent date), this Memorandum of Agreement, and any additional items on which there is mutual agreement, will be submitted for ratification by the CWA members and approval by the Judiciary, immediately thereafter.

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

# **SIDE LETTER #1 REGARDING ISP, JISP & CDS**

WHEREAS the Officers and Community Development Specialists of the Intensive Supervision Program (ISP) and the Juvenile Intensive Supervision Program (JISP) and the Judiciary of the State of New Jersey are committed to the continued success and expansion of these programs; and

WHEREAS the parties recognize the contributions of these programs to cost effective alternatives to incarceration; it is thereby

AGREED on this the \_\_\_\_\_ day of \_\_\_\_\_, 2004, that,

- (1) A good faith effort will be made to achieve an ISP case load assignment goal of 19 average active cases.
- (2) A good faith effort will be made to achieve a JISP caseload assignment goal of 15 average active cases.
- (3) The Judiciary will report quarterly to the CWA on such good faith efforts and on the actual progress achieved in reducing the caseload.
- (4) A voice mail system shall be maintained.
- (5) The ISP/JISP Labor/Management Policy and Procedures committees shall:
  - a) review case assignment procedures, taking into consideration the number of cases assigned to individual officers, based on geographic distribution and level of contact;
  - b) review ways to reduce report and memoranda preparation and inputting of information into computers without negatively impacting on program operations;
  - c) periodically review the uniform policy and procedures manual for both programs,
  - d) regularly discuss client-officer interaction/engagement protocols;
  - e) have as members, officers from each of the offices and/or regions selected by the CWA, added to each of the committees;
  - f) meet at least quarterly;

- g) develop recommendations for any needed additional personal security or safety training;
- h) meet at least monthly until it develops its recommendations for any needed additional personal security or safety training;
- i) investigate the appropriation of current communications devices which will better enable the officers to perform their responsibilities.

The recommendations of the ISP/JISP Policy and Procedures committees are advisory in nature and subject to the approval of management.

**IN WITNESS HEREOF, the parties affix their signatures:**

**FOR THE JUDICIARY:**

**FOR THE CWA:**

**Dated:**

**Dated:**

## **SIDE LETTER #2**

### **CHILD SUPPORT HEARING OFFICERS**

1. There shall be a labor management committee established that will meet to address health and safety and other matters, as appropriate.
2. The Judiciary understands that the Union continues to assert that the Child Support Hearing Officers should have their portal-to-portal pay treated in a similar manner to ISP officers. However, the Judiciary has not yet made a final decision on this matter. Accordingly, the parties will meet no later than July 30, 2004 to continue discussion on this matter and, if necessary, thereafter in order to resolve this issue in a timely manner.

## **SIDE LETTER #3**

### **RE-OPENER REGARDING BEEPER PAY**

The parties agree to re-open negotiations on the subject of beeper pay for those days on which an employee is scheduled off and is required to carry a beeper. The re-opener will become effective no later than January 1, 2005.

## **SIDE LETTER #4**

### **SHIFT ISSUES**

The parties will continue discussions on a shift differential, shift assignments for the ITA's and the issue of shift rotation.

## **SIDE LETTER OF AGREEMENT**

This Side Letter of Agreement, (the "Agreement") is entered into on the 1st day of July, 2004 by and between the ("CWA"), the representative of employees in the Professional Non-Case Related bargaining unit and the State of New Jersey Judiciary (the "Judiciary"); and

Whereas the Judiciary is required to operate the Judiciary Data Center on a seven-day, twenty-four hour basis, and such an operation requires efficiency and consistency, and information technology industry's best practice is to use a three-day workweek for such an operation.

Now Therefore It Is Agreed:

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

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

10 minutes after 2 hours of completed work time  
10 minutes after 4 hours of completed work time  
10 minutes after 6 hours of completed work time  
15 minutes after 8 hours of completed work time  
15 minutes after 10 hours of completed work time

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

3. Overtime may be scheduled to provide staff coverage for vacation, sick leave, etc. and to provide sufficient staff to manage the workload.

4. Compensatory holiday leave time will be established as a pool of hours for each unit employee as follows:



- a. 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.
- b. An employee whose regular shift includes a holiday and who actually works the holiday will be compensated in accordance with N.J.A.C. 4A:3-5.8 as follows:
  - the employee will receive credit for 7 hours of compensatory holiday leave time, and
  - will be paid for time worked (11 hours 40 minutes) on an hour-for-hour basis, and
  - will be compensated for 5 hours 50 minutes (overtime premium) in cash or compensatory time at the discretion of management.
- c. An employee whose regular shift includes a holiday and who is scheduled to work the holiday and who does not actually work the holiday but is in pay status (e.g. employee uses vacation, sick, administrative or compensatory leave) will utilize 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.
- d. 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 7 hours of holiday time.
- e. An employee whose regular shift includes a holiday but who is not scheduled to work the holiday will be given 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.
- f. Other unit employees will be credited with 7 hours of compensatory holiday leave time.

- g. Employees must be in pay status on their last scheduled workday prior to the holiday to be eligible for the compensatory holiday leave time.
  - h. 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.
  - i. Employees must schedule the use of accumulated compensatory holiday leave time such that the accumulated balance does not exceed 30 hours.
  - j. No holiday leave balance may be carried over from one calendar year to the next calendar year. Any compensatory holiday leave balance in effect at the end of a calendar year shall be paid in cash.
- 5. Compensatory holiday leave, compensatory time-off, sick leave, administrative leave and vacation leave may be used on an hourly basis. 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 agreement (e.g. leave, discipline).
- 6. Unit staff will change or rotate shifts on a regular four-month basis in order to ensure that annual holidays are distributed in an equitable manner. The four-month rotation will be from the front-end of the workweek to the back-end of the workweek, and vice-versa. Also, rotation on this four-month cycle shall not be from days to nights or from nights to days. 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.
- 7. All shifts will be scheduled so that an employee's work schedule will be on three contiguous days. An employee's regular work schedule will not include a contiguous Saturday and Sunday. It is, however, understood that emergent situations and overtime requirements 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 practicable.
- 8. Implementation of this policy shall not trigger the overtime provisions enumerated in Article 6 of the Agreement between the State of New

Jersey Judiciary and the Communications Workers of America for the term July 1, 2004 through June 30, 2008. However, employees will receive overtime compensation consistent with applicable law should the hours worked in a given workweek exceed 35 hours. Said compensation shall be in either cash or compensatory time at the discretion of management.

9. Both parties acknowledge that implementation of this article is dependent on the acquisition of sufficient trained staff and the establishment of uniform work rules with other affected bargaining units. However, implementation will not occur before January 1, 2002.
10. The Judiciary will explore the possibility of upgrading the kitchen facilities to include a refrigerator in order that employees working evenings do not have to leave the building.
11. The three day work week will be implemented for an 8 month trial basis. After the 8 month period has ended the parties will meet discuss any problems that may have arisen in the implementation of this agreement and to re-open discussions on a shift differential or other appropriate modifications of compensation.
12. After the 8 month trial period has ended the program may be terminated by the Judiciary giving 60 days advance notice to the Union.
13. In the event the Executive Branch offers its employees an expanded shift differential, the Judiciary will re-open this agreement on the subject of shift differential.
14. This Agreement is subject to ratification by the affected CWA membership at the Data Center.

## **SIDE LETTER #5**

### **HIRING ABOVE MINIMUM**

The parties agree that normally employees may be hired up to 15% above the minimum of the band/level. However, periodically, hiring above 15% may be desirable. In those instances when the Judiciary wants to hire above 15% above the minimum, the Union will be given timely notice. The final decision will be made only by the Administrative Director.

# **LETTER OF AGREEMENT**

## **ABOVE MINIMUM HIRES INFORMATION SYSTEMS BAND**

Whereas, the need for Year 2000 compliance has created an increased demand for information systems personnel which, in turn, has resulted in the ability of information systems personnel to command considerable salaries; and

Whereas, the existing agreement ("Labor Contract") between the New Jersey State Judiciary ("Judiciary") and the Communications Workers of America ("CWA"), Professional Non-Case Related, provides the Judiciary with the discretion to hire employees, outside of New Jersey State Government, at a rate up to 15% above the minimum salary; and

IT IS THEREFORE agreed between the parties on this 23rd day of August, 1999 that new hires who are information systems personnel assigned to the band/levels and titles set forth in Addendum A of the Labor Contract may be entitled to salaries which exceed the minimum salaries for the assigned band/levels and titles; and

In addition, the Judiciary will provide CWA with a list of all incumbents and their salaries in the affected band/level(s). The Judiciary agrees to meet with CWA, upon request, to discuss matters of salary equity within the affected band/level(s).

IT IS FURTHER agreed that the Judiciary has the right and discretion to offer and award such new hires a salary which exceeds the minimum salary for the assigned band/levels and titles by an amount up to and including \$12,000 based on the experience, education or other qualifications of new hires; and

The Judiciary agrees to provide CWA a summary of the education and experience of new hires who are, in fact, hired above the Labor contract's current 15% cap including salary, title and band/level.

The Judiciary agrees that it will post all positions as both promotional and open competitive for positions in the affected band/levels.

This agreement will remain in effect until March 30, 2000 but may be extended for periods not to exceed 90 days upon written notice by the Judiciary to CWA.

**FOR THE JUDICIARY  
OF THE STATE OF NEW JERSEY**

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**FOR THE COMMUNICATIONS  
WORKERS OF AMERICA, AFL-CIO**

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## **SIDE LETTER #6**

### **SIDE LETTER OF AGREEMENT**

This Side Letter of Agreement, (the "Agreement") is entered into on \_\_\_\_\_ day of \_\_\_\_\_ by and between the Communications Workers of America ("CWA"), the representative of employees in the Professional Non-case Related Bargaining Unit and the State of New Jersey Judiciary (the "Judiciary"); and

Whereas with the Judiciary's planned technology transformation, the Judiciary is entering a period of increased need for experienced personnel trained in specific information technologies; and

Whereas the labor pool of such personnel is critically low due to the increased demands placed on the information technology industry nationwide; and

Whereas the Judiciary and the CWA wish to ensure that the Judiciary will be able to attract and retain experienced personnel trained in information technology; and

Whereas the Judiciary's planned technology transformation will create extraordinary work demands, which will exist for several years, for certain information technology employees; and

Whereas the Judiciary and CWA wish to ensure that full-time information technology employees who are not required by law to receive overtime compensation and are assigned to extra hours of work because of technology transformation projects are compensated at a fair and equitable rate of pay for any hours worked in excess of the regularly scheduled work week; and

Whereas pursuant to the Fair Labor Standards Act (FLSA) and N.J.A.C. 4A:3-5.7(e)(2) employees designated as non-limited (NL) who are regularly employed may be paid a common special project rate when they perform extraordinary work activities on a limited or periodic basis in the same capacity in which the employee is regularly employed and such hours are not included in the calculation for overtime compensation;

Now Therefore It Is Agreed Between the Parties:

1. Full-time Judiciary employees identified in Schedule A and classified as NL shall 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 35 total hours per week because of Judiciary technology transformation projects.

2. The common special project rate compensation shall be the hourly rate for a full time employee in the Information Technology Analyst 3 (ITA3) band/level at 30% above the minimum of the range (\$59,516 - 1827 work hours per annum = \$32.58), as that band and level exist on the date of this Agreement. This hourly common special project rate shall be adjusted using the same formula to reflect any increases in the pay rate of an employee in the ITA3 band/level on January 1 of each year that this Agreement is in effect.

3. The common special project rate to employees identified in Schedule A shall be in lieu of any other form of compensation, including compensatory time off.

4. On a quarterly basis the distribution of special project time (extratime) will be reviewed by the Judiciary and CWA. In the event CWA identifies problems with the way the extratime is being distributed, the Judiciary shall work with CWA to develop a method to distribute future extratime in a way that ensures that the Judiciary's mission is accomplished while distributing extratime as fairly as possible.

5. There shall be no restrictions on the accumulation and yearly carry over of compensatory time earned prior to the execution of this Agreement during the term of this Agreement.

6. This Agreement is solely to address the special circumstances created by the Judiciary's planned technology transformation for the titles identified in Schedule A and shall terminate in all respects on June 30, 2005, or may be extended beyond by mutual agreement.

7. This Agreement 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 information technology employees of the Judiciary holding the titles identified in Schedule A to continued bonus payments, salary increases, the common special project rate, paid overtime, or availability to work hours in excess of a normal work week following expiration of this Agreement.

#### **SCHEDULE A: POSITIONS ELIGIBLE FOR THE COMMON SPECIAL PROJECT RATE OF PAY**

Information Technology Analyst 2  
Information Technology Analyst 3



**FOR THE STATE OF NEW JERSEY  
JUDICIARY**

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**FOR THE COMMUNICATIONS  
WORKERS OF AMERICA**

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**SIDE LETTER #7  
SETTLEMENT AGREEMENT**

Between  
**COMMUNICATIONS WORKERS OF AMERICA ("CWA")**  
and

**THE NEW JERSEY JUDICIARY ("Judiciary")**

Regarding Court Services Officer-Trainee, Court Services Officer 1, and  
Community Development Specialists

**WHEREAS** the New Jersey Judiciary ("Judiciary") and Communications Workers of America ("CWA") previously entered into Side Letter #1 Regarding ISP, JISP and CDS, wherein, among other things, the parties agreed to review the proposed broad band job description for staff who perform Community Development Specialist functions and are now classified in the Administrative Specialist 2 title (hereinafter referred to as CDS employees);

**AND WHEREAS** the parties also previously entered into Side Letter #6 Regarding Certain Title Issues wherein, among other things, the parties agreed to discuss and exchange information regarding any creation of new titles and proposed upgrading of salary for titles covered by CWA's Professional Non-Case Related (PNCR) bargaining unit;

**AND WHEREAS** N.J.S.A. 11A:3-7 has been amended to require written agreement prior to adoption or implementation of an amendment, change or modification to the compensation plan for state employees which amendment, change or modification affects public employee represented by a majority representative;

**AND WHEREAS** the Judiciary has reviewed the classification of Community Development Specialist (CDS) employees, and determined that such employees are generally more appropriately classified as Court Services Officer 1 ("CSO 1");

**AND WHEREAS** the Judiciary has determined that use of the title of Court Services Officer-Trainee, which was established by the New Jersey Department of Personnel upon implementation of the Judiciary's broad-band classification system, is appropriate and in the public's interest;

**NOW THEREFORE** it is hereby agreed as follows:

1. Effective upon the signing of this memorandum, and subject to any required approvals, the title of "Court Services Officer-Trainee" (CSO-Trainee) shall be in the PNCR negotiations unit at a salary range of \$30,044.30-\$47,357.78. The trainee period shall last for one year. Trainees will receive a 2.5% increase in salary upon completion of six months of service; upon successful completion of the full one-year trainee period, they will be advanced to the Court Services Officer 1 title and receive an

additional 2.5% of their then current salary, or move to the minimum of the CSO 1 salary range, whichever is greater. The above increases are in lieu of the normal 5% advancement increase upon the trainee's appointment to the CSO 1 title. In no instance will the trainee's salary exceed the maximum of the CSO-Trainee salary range. The Judiciary retains the exclusive non-appealable right to remove a trainee for unsatisfactory performance during the one-year trainee period. If a CSO-Trainee with previous permanent Judiciary career service status is removed from his/her position for unsatisfactory performance during the one-year trainee period, said employee will be permitted to return to his/her previously-held permanent career service title in the county in which the employee was serving a Court Services Officer-Trainee at the time of his/her removal, or to be reassigned/transferred to another county by mutual agreement among the employee and the appropriate vicinage senior manager(s). If a CSO-Trainee without previous Judiciary career service status is removed from his/her position for unsatisfactory performance during the one-year trainee period, the New Jersey Judiciary will make good faith, reasonable efforts to place the employee in another position.

2. Effective the first pay period following full execution of this agreement, and subject to any required approvals from the Department of Personnel, the salary range for the title of Court Services Officer 1 (CSO 1) will be upgraded from \$30,044.30-\$47,357.78 to the same salary range as the Administrative Specialist 2 title, which is currently \$32,208.49-\$52,768.24. The increased salary range shall be prospective and shall not result in any retroactive benefit to any employee. Any staff currently in the CSO 1 title shall receive a prospective 5% salary increase with this range re-evaluation, but in no case shall an employee's salary exceed the maximum of the salary range.

3. CWA and its affected employees will not oppose the Judiciary's reclassification of CDS employees in the ISP and JISP Sections of the AOC Probation Division from their current title of Administrative Specialist 2 to the title of Court Services Officer 1. The Judiciary retains the exclusive right to unilaterally determine at any time the appropriate title for such employees.

4. Effective the first pay period following full execution of this Agreement, there will be a 40-hour workweek designation for the CSO 1 title in the ISP and JISP Sections of the AOC Probation Division, and the salary range for the CSO 1 title with the 40-hour workweek designation shall be 10% higher than for the CSO 1 title with a 35-hour workweek, for a current salary range of \$35,429.34 - \$58,045.06. As a result of the above reclassification and workweek change, existing CDS employees will receive a 10% increase in base salary, or the minimum salary of the range, whichever is greater, effective the first pay period following full execution of this Agreement. In no case may an employee earn more than the maximum salary for the CSO 1 title with a 40-hour workweek designation.

5. CSO1's in the ISP and JISP Sections of the AOC Probation Division can be asked to carry and respond to ISP/JISP officers' beepers/pagers with no additional

compensation, unless such response causes the employee to work beyond his/her 40-hour workweek.

6. A. CSO 1's in the ISP and JISP Sections of the AOC Probation Division will qualify for a "temporary advancement" in three circumstances, as outlined in subsections 1, 2 and 3 below. In the event that such a temporary advancement is triggered, the employee will be compensated as set forth below. The three circumstances that will trigger compensation for a temporary advancement are:

(1) **An Extended Leave of Absence.** A CSO 1 is filling in completely for an ISP/JISP officer during an ISP/JISP officer's leave of absence which must have been requested for a continuous period of time exceeding 472.5 hours. In this instance the CSO 1 who is temporarily advanced will have all the rights and obligations of an ISP/JISP officer for the duration of the temporary advancement. The advancement increase for the CSO 1 shall be a 5% increase in base salary or the minimum of the ISP/JISP officers' salary range, whichever is greater, and will commence on the date the ISP/JISP officer begins the extended leave of absence.

(2) **Pending Recruitment.** A CSO 1 is serving in an "acting" capacity during the pending recruitment of an ISP/JISP officer, the length of which will not exceed six months. The CSO 1 in the acting appointment will have all the rights and obligations of an ISP/JISP officer for the duration of the temporary advancement. The advancement increase for the CSO 1 shall be a 5% increase in base salary or the minimum of the ISP/JISP officers' salary range, whichever is greater, and will commence upon the acting appointment date to the vacant position.

(3) **A Temporary Assignment.** A CSO 1 is given the temporary assignment to cover an ISP/JISP officer's responsibilities during intermittent paid or unpaid leaves of one or more ISP/JISP officers and the total accumulated time for all such assignments exceeds 550 hours in the fiscal year. The employee shall receive a 5% increase in his/her CSO 1 hourly rate of pay for each hour of such temporary assignment that exceeds 550 hours in the fiscal year. Any time actually worked outside of the employee's regularly scheduled 40-hour workweek as a result of being given an ISP/JISP officer's beeper/pager shall count toward the 550 or more hours of time worked covering an ISP/JISP officer's responsibilities. In the event the temporary assignment develops into an extended leave of absence as defined in 6.A(1), above, the provisions pertaining to the extended leave assignment become applicable as of the date of notice and are not retroactive.

B. The assignment of an employee to a "temporary advancement" position is a management right that need not be posted and shall not be subject to the grievance or arbitration procedure. However, management recognizes that employees

have an interest in obtaining such opportunities for advancement and will attempt to spread such opportunities among qualified employees.

C. The provisions of paragraph 6.A(1) shall be applied to employees including but not limited to Luis Valentine Al Rio-Dey and Damita Rhoades retroactive to the date the CDS employee began the 40 hour workweek concurrent with or following the date the ISP/JISP officer began the extended leave of absence.

7. The above provisions shall not be interpreted in any way as preventing any CDS employee from exercising his/her right to file for a classification review in which he/she asserts that his/her position is not properly classified. In the event that any CDS employee is successful in having his/her position reclassified to CSO 1 or any other title, the date of the reclassification shall be as set forth in the Memorandum of Agreement regarding Classification Appeals and Reclassification Requests.

8. This Agreement shall become effective upon full execution by the parties below.

**For the CWA:**

**For the Judiciary:**

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**Dated:**

**Dated:**

## **SIDE LETTER #8**

### **CAREER PROGRESSION**

The Union and the Judiciary recognize that Career Progression opportunities are of interest to the employees of the Judiciary. The parties will meet at mutually agreeable times to exchange ideas on how to enhance opportunities for Judiciary staff to advance in their careers with the Judiciary.

## **SIDE LETTER #9**

### **REGARDING COURT INTERPRETERS**

Court interpretation services while the court is in session shall be performed only by Administrative Office of the Courts qualified court interpreters except for American Sign Language Interpreters who are certified by the National Registry of Interpreters for the Deaf.

**IN WITNESS WHEREOF**, the parties affix their signatures:

**FOR THE JUDICIARY:**

**FOR THE CWA:**

**Dated:**

**Dated:**

2023-10-09 10:09:33