

AGREEMENT

BETWEEN

THE NEW JERSEY STATE JUDICIARY



AND

THE PROBATION ASSOCIATION OF NEW JERSEY



PROFESSIONAL SUPERVISORS UNION

JANUARY 1, 1995 - JUNE 30, 2000

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Preamble

THIS AGREEMENT is entered into this seventh day of January, 1999 by and between the New Jersey State Judiciary (hereinafter referred to as "the Judiciary" or "the Employer") and The Publicum Association of New Jersey (PANI), Professional Supervisors Union (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 supervisory unit, which negotiations have resulted in a mutual agreement between the parties; and

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

WHEREAS, the parties are desirous of furthering their working relationship, promoting harmony and efficiency within the Judiciary, and helping to 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 and "The Judicial Employees Unification Act", Title 2B:11-1 - 11-12 and the Agreement to resolve challenged ballots between PANJ/CWA and the Judiciary dated August 8, 1996, the parties agree with respect to the employees in the professional staff supervisory unit as follows:

ARTICLE 1
RECOGNITION

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

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

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

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

1.2 Unit Composition. Whenever new titles are proposed, the Judiciary shall notify the Union in writing regarding proposed unit designation, job duties, classified or unclassified status and hours of work, simultaneous with their request to the NJ 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.

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 they will not discriminate against any employee because of race, religion, color, national origin, gender, marital status, age, disability, actual or affectional orientation, political affiliation, Union membership or participation in Union activities.

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

ARTICLE 3

UNION RIGHTS

3.1

Access

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

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

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

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

3.2

New Hires

(a) The union may provide self-addressed stamped information postcards for newly hired employees to complete, including name, address, title, date of hire, and other employment data. In addition, the union may supply information packets concerning union membership and representation. Upon receipt of such information packets and postcards, the Judiciary will distribute them to new employees at the same time the employees are required to fill out annual personnel and payroll forms. The cost of such postcards shall be the responsibility of the employer, with the cost of the union to be borne by mail.

(b) If conditions change, the union shall be notified by the employer, and the union shall be notified at least one week in advance of the meeting and shall be permitted to make a brief presentation and provide union information. It is understood that for purposes of the Article, meetings conducted by human resource personnel regarding employee benefits are not considered to be orientation meetings.

3.3

Union Bulletin Boards

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

Appropriate material on such bulletin boards shall be posted and removed by representatives of the Probation Association of New Jersey. The union shall remove outdated material at least upon a monthly basis and shall otherwise police the appearance of the bulletin board. The posted material shall not contain anything profane, obscene or defamatory with respect to the Judiciary or its representatives and employees nor anything constituting partisan political activity. The posted material shall not violate any Judiciary policies. Materials which violate provisions of this Article or Judiciary policies shall not be posted by the union and, in the event that inappropriate material is posted, it may be removed by the Judiciary.

N. to be posted will consist of the following:

- A. Union elections and results thereof;
- B. Union appointments;
- C. Union meetings;
- D. Social and recreational events of the union;
- E. Reports of official union business and achievements;
- F. No material pertaining to another bargaining unit will be posted on bulletin boards for this unit.

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

Quarterly listings of employees and new hires will be supplied to the union, together with date of hire, division/work unit/work location, job title, salary, direct deduction status and home address. The union will also be notified quarterly regarding employees who have changed titles or have left the bargaining unit, specifying the reason (i.e., resignation, retirement, promotion, etc.).

3.5 Union Leave

(a) Paid leave for union activity. Effective January 1, 1999 and for the remaining term of this Agreement the Judiciary shall provide an aggregate of sixty (60) paid leave days per calendar year for employees in the bargaining unit designated by the Union to attend meetings, conventions, workshops, union training, or other union activities. During 1999 the union may be provided with an additional fifteen (15) paid leave days in the event that the sixty (60) days have been exhausted and the union requires additional days to cover training and implementation of this agreement. These additional fifteen (15) days are subject to advance approval in writing by the Employer Relations Unit.

Requests for such leave shall be submitted, in writing, and on forms provided by the Judiciary with the authorization of an appropriate union representative, and such requests shall be made to the local TCASenior Manager with as much advance notice as possible to avoid disruption of the work flow. When the granting of such requests will not disrupt the work flow, the request shall be approved and approval of such requests shall not be unreasonably denied. Reasonable maximum limitations not to exceed forty (40) days per calendar year for such leave for any individual may be imposed. Limitations may also be imposed based on work flow considerations.

Leave time of up to one (1) hour for investigation, and reasonable leave processing and presenting grievance; and disciplinary matters by an appointed union representative and/or other designated union representative within their official work station or vicinage for a grievance that occurred there shall not be charged against aggregate union leave time and shall be handled in accordance with the procedures outlined in Articles 9 and 10 (Bersphone and Onevance)

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

Leave time necessitated for bargaining sessions and meetings leading to the implementation of this Collective Negotiations Agreement shall not be charged against aggregate union leave time.

Leave time for Labor Management Committees shall be governed by Article 2 (Labor/Management Committees) and shall not be charged against aggregate union leave time.

Any leave not utilized in a fiscal year period shall not be accumulated and shall be forfeited.

(b) Conference time off. In addition to any other days off provided herein, time off with pay will be granted for employees in the unit to attend the annual training conference of the Association which usually takes place in Atlantic City, subject to the staffing requirements as determined by management. Normally, this conference extends for two working days. Employees attending this conference shall not be entitled to overtime or compensatory time payments while attending said conference. The Judiciary and the Association shall, during the term of this agreement, cooperate in support of the conference as they have in the past.

(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) 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 term in office. Such leave shall be subject to the approval of the Judiciary and shall be renewed at the beginning of each fiscal year.

ARTICLE 4 UNION SECURITY

4.1 Dues (Check off)

(a) The Judiciary agrees to have union dues (Union dues are defined as regular dues, fees and assessments on budget special assessments) deducted from the regular paycheck of any employee who submits an authorization in writing on the proper form to the appropriate personnel office, which shall forward it to the Centralized Payroll Section, Department of the Treasury. There may be an additional voluntary amount deducted in each county. Deductions will be reflected in the following pay, provided the card is received by Centralized Payroll at least seven (7) days prior to the end of the pay period.

(b) The amount of dues to be deducted shall be certified to the Judiciary by the Union. The Judiciary shall remit the dues to the Union together with a list of the employees and the amounts deducted from each by the last day of the month following the calendar month in which such deductions are made.

(c) In the event any employee wishes to withdraw his/her authorization for dues deduction, it must be done by written notice to the Judiciary timely filed between May 15 and June 15. Deductions shall be terminated as of July 1 of the year following the date on which notice of withdrawal was submitted. Dues deductions shall be terminated only upon receipt of such notice or upon the employee's departure from the represented unit. The Judiciary shall furnish a copy of all withdrawal notices to the Union by June 30 of each year.

(d) Dues deductions for any employee in the negotiations unit shall be limited to the Union. Employees shall be eligible to withdraw such authorization only as of July 1 of each year provided that the notice of withdrawal is timely filed between May 15 and June 15 of the year in which the withdrawal is to take effect, with the vicinage Human Resources Office. Membership status is to be dropped only through a signed withdrawal card, termination of employment, or promotion/demotion to a non-Union represented position.

(e) Dues so deducted shall be deducted from paycheck as per each regular payroll payment, and shall be transmitted to the Secretary/Treasurer of Union with a listing of the employees and social security number, payroll number, with a separate payroll number for each county, separated by county, and deduction amount, as to whom each deduction is made.

... the Union shall certify to the AOC Human Resources Office the amount of Union dues ... are deducted, and any change in the dues structure at least thirty (30) days in advance of the requested date of change. The change shall be reflected in payroll deductions no later than three (3) pay periods after receipt of the request.

(f) Whenever an employee's dues deduction is discontinued, and the Judiciary becomes aware of same, the Union shall be provided with the reason for the discontinuance on a monthly basis. Whenever the Judiciary is notified that an employee's dues deduction is discontinued, the Judiciary will use its best efforts to attempt to ascertain the reasons for the discontinuance and provide the Union with such reasons within two (2) weeks.

(h) Provisions of this section are further conditioned upon adherence to all other statutory requirements.

(i) The Judiciary shall provide to the Union on a monthly basis a complete up-to-date (annually by County listing of all employees covered by this Agreement, together with their home addresses; amount of dues deducted and job titles as they appear in the records of the Personnel Office. Such list shall also include the coded payroll location and dues deduction status of each employee. The Union will only disclose such information to its officials and representatives whose duties require access to such information. The Union may request membership information involving special problems more frequently, and the Judiciary will use reasonable efforts to accommodate the request. The employer will give the names of new hires in titles in the unit to the Union Treasurer with a copy sent to the Local division of Union within five (5) workdays of the first day of employment. The list shall contain the employee's name, address, county and work unit. The Union may then provide a copy of the contract to the new employee.

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

4.2 Representation (Agency) Fees

(a) Subject to the conditions set forth in the paragraphs below, all eligible non-member employees in this unit will be required to pay to the majority representative a representation fee in lieu of dues for services rendered by the majority representative for the term of this Agreement. Nothing herein shall be deemed to require any employee to become a member of the majority representative.

(b) It is understood that the implementation and/or continuation of the agency fee program is predicated on the demonstration by the Union that more than 50% of the eligible employees in the negotiations unit are dues paying members of the Union.

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(c) After this Agreement is signed and approved, and thereafter on January 1 of each year of the Agreement, an assessment shall be made to determine if the minimum percentage of required membership has been exceeded. If it has, the agency fee shall continue until the following annual assessment. If it has not, the agency fee will be discontinued and eligibility for reinstatement shall be on a quarterly basis as provided below.

(d) If the agency fee is discontinued, an assessment shall be made on each quarterly date: i.e. January 1, April 1, July 1 or October 1, to determine if the minimum percentage is exceeded. If the minimum percentage is exceeded, the agency fee plan shall be reinstated with proper notice to affected employees.

4.3 Amount of Fee

(a) Prior to the beginning of each contract year, the Union will notify the Judiciary in writing of the amount of regular membership dues, initiation fees and assessment charged by the Union to its own members for that contract year, and the amount of the representation fee for that contract year.

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

4.4 Deduction and Transmission of Fee

(a) After verification by the Judiciary that an employee must pay the representation fee, the fee will be deducted for all eligible employees in accordance with this article.

(b) The mechanics of the deduction of representation fees and the transmission of such fees to the Union will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Union.

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

4.5 Demand and Return System

(a) The representation fee in lieu of dues only shall be available to the Union if the procedures hereafter are maintained by the Union. The burden of proof under this system is on the Union.

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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 and 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.

4.5 Annual Notice to Nonmembers: Copy of Demand and Return System to Public Employer

(a) Prior to the commencement of payroll deductions of the representation fee in lieu of dues for any dues year, the majority representative shall provide all persons subject to the fee with an adequate explanation of the basis of the fee, which shall include:

(1) A statement verified in accordance with law of the expenditures of the majority representative for its most recently completed fiscal year. The statement shall set forth the major categories of expenditures and shall also identify expenditures of the majority representative which are in aid of activities or causes of a political or ideological nature only incidentally related to the terms and conditions of employment or applied toward the cost of benefits only available to nonmembers of the majority representative.

(2) A copy of the demand and return system established by the majority representative as set out on N.J.S.A. 14:12A-5.6, including instructions to persons paying the representation fee in lieu of dues as to how to request review of the amount assessed as a representation fee in lieu of dues.

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

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

(5) The Union is not limited to include only the foregoing information in its communications to persons subject to the fee.

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

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

4.7 Judiciary and State of New Jersey Waiver Hearings

(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 Week - Designation and Hours of Work

- A The normal work week for all employees covered by this Agreement shall be accomplished within a five-day work period.
- B Employees shall have a work week designation of "NL," consistent with the rules and regulations of the Department of Personnel and shall have a normal minimum work week of thirty-five (35) hours per week except for ISP and JSP supervisors who shall have a normal minimum work week of forty (40) hours per week. NL employees shall be considered "salaried employees" for purposes of FLSA and must receive full salary for any week in which he/she works without regard to number of days or hours actually worked.
- C It is the intention of the parties that this agreement not change existing practices with respect to the normal minimum work week. Employees covered hereunder may, however, be required to work beyond their normal minimum work week on an incidental or occasional basis and when that extra work occurs the following rules shall apply:
1. Employees other than those employees identified in 2 and 3 below who work in excess of forty (40) hours in any work week will receive compensation for such work beyond forty (40) hours on the basis of hour for hour compensatory time, provided all such work is approved by the Employer in advance, unless emergent circumstances require later approval.
 2. Employees in this unit who supervise other employees in the Criminal, Civil, Family and Finance Divisions and supervisors in administrative services functions as well as those employees who supervise vicinage case related staff and who perform incidental or occasional approved work in excess of 2.5 hours in any week beyond the minimum work week of thirty-five (35) hours will receive compensation for such work in excess of the 2.5 hours per week on the basis of hour for hour compensatory time or flex time at the mutual agreement of the employee and manager. Such employees who perform regularly scheduled work beyond the minimum work week of thirty-five (35) hours will have such extra work time adjusted through the use of flex-time.

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3. The parties recognize that uncompensated work directed to employees in this unit who supervise other employees in the Criminal, Civil, Family and Finance Divisions and supervisors in administrative services functions as well as those employees who supervise vicinage case related staff in excess of the minimum work week of thirty-five (35) hours should be limited to incidental or occasional circumstances and of a pattern of regular assignment of uncompensated work is demonstrated the union may seek review and remediation of that pattern with the Local Union Administrator or another designee. If the Union is not satisfied with the review and remediation process it may pursue the matter as a grievance.

D When employees accumulate compensatory time balances, the employer shall provide administrative procedures to record these time balances.

E Ordinarily a maximum for forty (40) hours of compensatory time may be carried by an employee. When the balance exceeds forty (40) hours, the employee and the immediate supervisor will meet to schedule use of compensatory time consistent with the needs of the operation.

F An employee may request use of compensatory time off in periods of less than a full workday. Utilization of compensatory time off for less than a full workday shall be on an hourly basis.

G Employees who are assigned special projects may be entitled to extra monetary compensation at the discretion of the employer for work beyond the regular work week in accordance with applicable Department of Personnel regulations.

H Pursuant to Rules and Regulations of the Department of Personnel, NL employees shall not receive a cash payment for unused compensatory time upon separation from employment.

5.2 Alternate Work Week - Vicinage Case Related Staff

A The Judiciary reserves the right to schedule alternate work weeks within the provisions of the administrative code. The purposes of alternate work weeks include, but are not limited to, practices involving night reporting, field visits by supervisors for purposes of evaluation and training of probation officers as well as weekend and supervision of such officers and special programs. The amount of time allocated to the alternate work weeks is set forth as follows:

1. Up to one (1) night per week late night reporting for alternate work week supervision of officers pursuant to established vicinage report night hours.

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ARTICLE 6

MEMORANDA OF AGREEMENT

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

Employees may also be "on-call" one night per seven (7) days which is defined as being in communication through pager and/or cell phone with field officers without being required to be on-site at any location. The "on-call" duty shall be rotated. The "on-call" duty may coincide with late report night duty, in which case the supervisor shall not be required to perform additional "on-call" duties within the 7 day period

- 1. 1p to one (1) night of field work per two (2) consecutive pay periods; and
- 4. 1p to one (1) weekend day of field work per six (6) consecutive pay periods.

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

- B. Notwithstanding the provision set forth in Paragraph 5.1C, all time actually worked in receiving pagers and/or phone calls while "on-call" will earn compensatory time on a straight time basis in addition to one (1) hour of compensatory time for serving "on-call". All such compensatory time shall be credited for use by an employee in accordance with the terms of this Agreement.

- C. It is understood and agreed that the establishment of the on-call alternative work week program shall not preclude Supervisors from volunteering to work in field work under the policies and procedures of the alternate work week schedule in his or her County/Vicinity that exceed the terms set forth herein. It is further understood and agreed that supervisors who do not normally supervise officers and who work in the field may still be required to participate in late night reporting and on-call duties, and when needed to substitute for another supervisor or as temporary reassignment to participate in training and evaluation of officers in the field will also perform field work in accordance with the provision of this Agreement.

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

Effective as of the first day of the second pay period of calendar year 1999, employees shall have their salaries increased in accordance with the following:

a. Any employee who had at least one year of service completed as of the December 31 of the prior year and who has been rated as "Meeting Quality Standards" or "Exceptional" under the Judiciary's Employee Performance Evaluation System, shall have his/her salary increased by an additional 4.15%. This shall be in addition to the salary adjustment outlined in paragraph 7.5 and 7.6, above. Notwithstanding the above, no employee will have his/her annual salary increased above the maximum, nor receive off base payments above the maximum, except as provided in 7.7.h, below.

Since the parties did not reach agreement on this contract during 1998, however, the rules applicable to the salary progression payment due in 1999 based upon work performance in 1998 shall be modified as follows:

(1) Within one month following ratification of this Agreement, management will identify employees whose performance of applicable competencies "May Need Improvement," which will be based upon objective factors including but not limited to disciplinary action as well as written or oral notice regarding performance. These employees will be advised that any performance pay increases due effective as of the second pay period of 1999 will be withheld pending completion of a special evaluation period. All employees not identified as "May Need Improvement" with respect to performance of applicable competencies shall be eligible for the January 1999 performance pay in accordance with the provisions of this Agreement.

(2) Standards shall be established by April 1, 1999 and employees shall be evaluated over the next three (3) months. This evaluation shall serve as the mid year evaluation for 1999 for all employees, and shall also serve as a special evaluation for employees identified as "May Need Improvement" for 1998 and to determine "Exceptional" employees for 1998. Any employee who was identified as "May Need Improvement" and who is rated "Meets Quality Standards" following this evaluation shall receive his/her salary increase as provided for herein retroactive to the second pay period of calendar year 1999. Any employee who is still rated as "Needs Improvement" shall be subject to the terms of this Agreement including the right of future reviews and prospective application of the salary increase for a "Meets Quality Standards" rating. Anyone identified as "May Need Improvement" within the one month period following ratification must be evaluated by or before June 30, 1999 or they will be deemed to "Meet Quality Standards" and will receive the salary increase as provided for under the terms of this Agreement retroactive to the second pay period in calendar year 1999.

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(3) The final performance evaluation for 1999 shall be completed December 10, 1999 and shall cover the period from January 1, 1999 to November 30, 1999.

b. Any employee who had at least one year of service completed as of December 31 of the prior year and who has been rated as "Exceptional" under the Judiciary's Employee Performance Evaluation System, shall be given an off base payment up to 2% of their prior year's (December 31) salary. The parties agree that the above-described 2% payment is subject to available funding and that the total payment in bargaining unit members will be up to a maximum cost of one half (1/2) of one percent of the total bargaining unit's salary cost. The exceptional pay for 1998 shall be subject to the special 1998 salary progression rules set forth herein.

c. Notwithstanding the above, any employee of the AOC who received a salary increment in the second half of calendar year 1998, pursuant to the provisions of 7.3, above, must wait 113 pay periods before being eligible for the payment described in 7.7.a and 7.7.b above. Thereafter, they will be on the normal January cycle.

d. Payment of this performance based salary progression shall be made as soon as practical following settlement of this Agreement.

7.8 New Hires

a. As of January 1, 1999, any newly hired employee hired between January 1 and June 30 will be eligible, in the July of the year following the date of hire, for 50% of the performance pay described in 7.7.a and 7.7.b, above. Thereafter, they will be on the normal January cycle.

b. As of January 1, 1999, any newly hired employee hired between July 1 and December 31 will be eligible, in the January following their first year anniversary, for the full amount of the performance pay described in 7.7.a and 7.7.b, above. Thereafter, they will be on the normal January cycle.

7.9 Vetting Adjustment Pay

Vetting employees will be eligible for Vetting Adjustment Pay (VAP) in accordance with the following:

a. Each salary Band/Level shall have a VAP increment dollar value established, which value shall be 4.15% of the minimum of the salary Band/Level.

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h vicinage employee, except Principal Probation Officer 2s, Team Leaders and Supervising Probation Officers functioning as PPO 2s, shall then have the number of years of service, in their current title, calculated as of July 1, 1998. This number, minus 1, shall then be multiplied by the VAP increment dollar value. The product of this calculation, when added to the salary Band/level minimum, shall be the number that determines if that vicinage employee is eligible for any VAP. This number shall be called the VAP-target number. Notwithstanding the above, no employee will have his/her annual salary increased above the maximum.

Each Principal Probation Officer 2, Team Leader and Supervising Probation Officer functioning as a PPO 2, shall have the number of years of service, in their current title, calculated as of July 1, 1998 and they shall be credited with 100% of that number. If their prior title was one now included within the Professional Case Related Unit, the number of years in that title shall also be calculated and 40% of this latter number of years will be added to the number of years in their current title, as calculated above. This number, minus 1, shall then be multiplied by the VAP increment dollar value. The product of this calculation, when added to the salary Band/level minimum, shall be the number that determines if that vicinage employee is eligible for any VAP. This number shall be called the VAP-target number. Notwithstanding the above, no employee will have his/her annual salary increased above the maximum.

c. If the employee's January 2, 1998 salary is greater than the VAP-target number, the employee shall not be eligible for any VAP.

d. If the employee's January 2, 1998 salary is less than the VAP-target number, the employee shall be eligible for a VAP in accordance with the following:

(1) if the difference between the employee's January 2, 1998 salary and the VAP-target number is \$2,000 or less, the employee shall have that value added to their annual salary, retroactive to the first day of pay period eight of calendar year 1998.

(2) if the difference between the employee's January 2, 1998 salary and the VAP-target number is greater than \$2,000, the employee shall have that value divided by \$2,000 and the result of that calculation shall determine the number of \$2,000 (or portion thereof) VAP payments that employee is eligible for. In the event that an employee is entitled to more than one VAP, the employee shall have \$2,000 (or portion thereof) added to their annual salary on the following dates, until the full value of the VAP is added to the employee's salary:

- (a) 1st VAP date: the first day of pay period eight of calendar year 1998;
- (b) 2nd VAP date: the first day of pay period nineteen of calendar year 1998;
- (c) 3rd VAP date: the first day of pay period nineteen of calendar year 1999;
- (d) Subsequent VAP dates: the first day of pay period nineteen of each succeeding calendar year.

For purposes of illustration, the following examples are offered:

Example #1:

An employee has been in the title of Principal Probation Officer 2 for 17.33 years as of 7/1/98 and, prior to that, was a Senior Probation Officer for 6.0 years is earning \$55,012.53 as of January 2, 1998. This employee is placed into the broadbanded title of Court Services Supervisor 1 which has a salary range of \$39,000 to \$67,635.

This employee is entitled to 100% of the time in the current title and 40% of the time in the prior title: $(17.33 \times 100\%) + (6.00 \times 40\%) = 24.0 \text{ years} = 19.73 \text{ credited years.}$

The VAP increment dollar amount is calculated by multiplying the minimum of the range by 4.15%: $\$39,000 \times 0.0415 = \$1,618.50$

The VAP increment dollar value is then multiplied by the number of credited years, less one, the result of which is added to the minimum of the range to arrive at the VAP target number:

$$\begin{aligned} \$1,618.50 \times (19.73 - 1) &= \$30,314.51 \\ \$30,314.51 + \$39,000 &= \$69,314.51 \end{aligned}$$

Since Vicinage Adjustment Pay cannot bring an employee's salary above the established maximum of the range, the actual VAP target number, in this case, is arrived at by subtracting the employee's salary as of 5/98 from the maximum of the range:

$$\$69,314.51 - \$55,012.53 = \$12,622.47$$

This VAP amount, \$12,622.47, is payable in installments not to exceed \$2,000 until the full amount is paid or the maximum of the salary range, as adjusted by across-the-board increases, is reached, whichever comes first.

le #2:
 A. Employee has been in the title of Principal Probation Officer I for 10.75 years as of 7/1/98 and was earning \$54,112.27 on January 2, 1998. This employee is placed into the broadbanded title of Court Services Supervisor 4 which has a salary range of \$45,000 - \$70,000

This employee is entitled to (100% of the time in the current title: $10.75 \times 100\% = 10.75$ credited years)

The VAP increment dollar amount is calculated by multiplying the minimum of the range by 4.15%: $\$45,000 \times 0.0415 = \$1,867.50$

The VAP increment dollar value is then multiplied by the number of credited years, less one; the result of which is added to the minimum of the range to arrive at the VAP target number:

$$\begin{aligned} & \$1,867.50 \times (10.75 - 1) = \$18,208.13 \\ & \$18,208.13 + \$45,000 = \$63,208.13 \end{aligned}$$

The total amount of Vicinage Adjustment Pay to which this employee is entitled is calculated by subtracting the current salary from the VAP target number:

$$\$63,208.13 - \$54,112.27 = \$9,095.86$$

This VAP amount, \$9,095.86, is payable in installments not to exceed \$2,000 until the full amount is paid or the maximum of the salary range, as adjusted by across-the-board increases, is reached, whichever comes first.

c. No employee will be disadvantaged as a result of VAP or because of a promotion or title change. By way of example, if an employee had six years of service in a lower title and only one year at the higher title, the employee could have his VAP calculated at the lower title if that produced a greater VAP. By way of further example, if an employee has had a title change, but no change in duties as a result thereof, the years of service in title would be back to the date of that first title. And as a final example, if an employee was promoted to a title that is now broad banded with the same title from which the employee was promoted, the combined years of service of both titles will be counted.

f. There shall be a VAP advisory committee consisting of equal members from the AOC and PANA to deal with the correction of inequities that may result from the institution of the above described VAP formula. Recommendations for resolution of established inequities shall be made to the Administrative Director of the Courts by the committee within six months from the signing of this Agreement.

g. Notwithstanding the above, no employee will have his/her annual salary increased above the maximum.

7.10 Information Systems Division Special Year 2000 Pay Program

There is established for the Information Systems Division a special Year 2000 pay program that shall be administered in accordance with Side Letter #2, attached herein

7.11 Promotions and Advancements

a. An employee who has previously been promoted and is subsequently demoted from a position in one salary band level to a position in another salary band level shall receive the same salary band level as the position in the higher salary band level from which the employee was promoted. 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.

b. An employee who is promoted or advanced will be given a 5% increase in salary. 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 pending the completion of the recruitment, selection and appointment process. 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 7.11. a, above, for the time period the employee serves in an acting capacity.

7.12 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) The State Health Benefits Program is applicable to employees covered by this contract. Such employees will have the option on the open enrollment dates of selecting one of the following plans:

(1) Traditional Indemnity;

(2) Managed Care/Point of Service (New Jersey Plus);

(3) an HMO approved by the State Health Benefits Commission.

(b) New Jersey Plus and approved HMOs will be free to eligible employees and their eligible dependents. If both spouses are active State employees and eligible to participate in the State Health Benefits Program, the couple may choose only one HMO family policy.

(c) Effective July 1, 1999 or the first pay period following an open enrollment period next following July 1, 1999, Judicial employees in the bargaining unit, hired before the ratification of this Agreement with a base annual salary of \$40,000 or more, who select the Traditional Plan will pay the difference between the cost of the Traditional Plan and the average of the cost to the State of the Managed Care and the approved HMOs. Employees hired before the ratification date of this Agreement, with a base salary of less than \$40,000 shall pay, on a monthly basis, 1% of their annual base pay, but no less than \$20.00 per month if they elect to stay in the Traditional Plan.

(d) All new employees, hired as of the date of ratification of this Agreement, and thereafter who select the Traditional Plan will pay the difference between the cost of the Traditional Plan and the average of the cost to the State of the Managed Care and the approved HMOs.

(e) 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.

8.2 Labor/Management Advisory Committee

(a) The purpose of the Labor Management Health Care Advisory Committee shall be to expedite, on a voluntary basis, the transition of bargaining unit employees from the Traditional Plan to the Managed Care/Point of Service Plan during the transition period to ensure uninterrupted medical coverage. The Advisory Committee shall decide on what services and reimbursement will be made in determining the following issues:

(1) Issues by a county problem involving the Network establishment with a standard of

* Two doctors within a five mile radius of the covered employee where sufficient providers exist; and

* At least 75% of the hospitals in New Jersey under contract.

(2) For current employees in rural areas where access is less than two (2) primary care physicians (PCPs) within twenty (20) miles, the minimum selection shall be the design of the Traditional Plan.

(3) All problems concerning transition cases and pre-existing conditions shall be resolved by having as the minimum solution the design of the Traditional Plan.

(4) Availability of managed care options to employees upon retirement in and out of state.

(b) The Committee shall consist of four designees of the Division of Pensions and Benefits and four designees of the majority representatives of the respective bargaining units. All decisions of the Committee shall be by majority vote. Ties shall be broken by the State Health Benefits Commission.

(c) The State has selected NJ Plus as the preferred Managed Care/Point of Service Plan. The Committee shall endeavor to make the benefits of NJ Plus available to a maximum number of employees in the bargaining unit, discuss problems of substance abuse, and shall create conditions to facilitate the movement of Judicial employees and their dependents from the Traditional Plan to NJ Plus.

DISCIPLINARY ACTIONS

8.3 Health Insurance in Retirement

The State agrees to assume the full cost of the Health Benefits coverage for Judicial employees and their dependents including the cost under Part B of the Federal Medicare Program for eligible employees and their spouses, but not including survivors, when such employees accrue twenty-five (25) years of pension credit service, as provided under the State plan, by July 1, 1997, and those employees who retire for disability on the basis of fewer years of pension credit in the State plan by July 1, 1997. Those employees who accrue 25 years of pension credit or retire on a disability retirement during the period from July 1, 1997, through June 30, 1999, will be subject to the provisions governing health benefits for active employees, and will receive Medicare Part B reimbursement after retirement up to a cap of \$46.10 per month per eligible employee and the employee's spouse. Those employees who accrue twenty-five (25) years of pension credit or retire on a disability retirement on or after July 1, 1999, will be subject to this provision unless superseded by collective negotiations or law. All retirees who elect HMOs may choose only one family policy, regardless of retirement date. Employees hired on or after July 1, 1995, will not receive any reimbursement for Medicare Part B after retirement. Employees who elect deferred retirement are not entitled to health benefits under this provision.

8.4 Prescription Drug Programs

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.

8.5 Vision Care

The State's vision care reimbursement plan shall be applicable to all employees covered by this contract.

9.1 Labor/Management Pre-Disiplinary Procedure

- (a) The parties may agree to confer regarding resolution of problems in order to prevent disciplinary action.
- (b) Counseling and oral and written warnings are appropriate pre-disciplinary actions to be taken at management's discretion. Counseling and oral and written warnings are not discipline.
- (c) Copies of written warnings must be provided to the employee who may respond in writing. The written response will be attached to the written warning and placed in the employee's personnel file.

9.2 Types of Disciplinary Actions

- (a) Disciplinary actions may include written reprimands, suspensions, demotions and termination from employment.

9.3 Just Cause

- (a) Discipline shall be imposed for just cause only, of which the Judiciary shall bear the burden of proof. No discipline shall be imposed for acts known to the Judiciary more than one (1) year prior to service of an initial notice of discipline, except for acts which would constitute a crime. After 12 consecutive months without further discipline of the employee in question, management shall not use the written reprimand for further discipline.
- (b) Discipline shall be progressive in nature and corrective in aim.

9.4 Union Representation During Questioning, Meetings or Hearings

- (a) Any employee who is subject to questioning by the Judiciary or its agents and has reasonable cause to believe that discipline may result, is entitled to Union representation during such questioning. The Judiciary shall ensure that employees in such situations are notified accordingly.
- (b) Union representation may include a Shop Steward or other employee designated by the Union to handle grievances.

9.5 N Proposed Discipline

(a) Written notice of proposed disciplinary action shall be provided to the employee. Such notices shall state the nature of the charges, the alleged acts upon which the charges are based, and the nature of the discipline to be imposed.

(b) Copies of disciplinary notices shall be provided to the Shop Steward and the Union as soon as possible but not more than 24 hours after being given to the employee.

9.6 Hearing Procedure

(1) Within fourteen (14) calendar days after receiving a Notice of Proposed Disciplinary Action, employees may request a hearing, which shall be held within thirty (30) calendar days unless agreed otherwise. If no hearing is requested within fourteen (14) calendar days, it is deemed waived. A final notice of disciplinary action shall be issued and 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. The Judiciary shall issue a decision and furnish the employee and the Union with a Final Notice of Disciplinary Action within twenty (20) calendar days after the hearing, or such additional time as may be agreed to by the parties.

(3) Upon request by the Union and with the written consent of the disciplined employee, the Judiciary shall provide the Union, prior to a hearing, with copies of all documents and any other information which is relied upon to determine the charges and the penalty imposed on an employee.

(4) a. Minor Discipline

i. Minor discipline shall include: (a) a written reprimand; and (b) a suspension of five (5) working days.

ii. For central office employees, a disciplinary hearing shall be conducted by a Senior Manager or his/her designee. For vicinage employees, a disciplinary hearing shall be conducted by a Trial Court Administrator or his/her designee.

iii. Written reprimands, while considered disciplinary in nature, are not subject to the hearing process set forth in this appeal procedure.

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D. Major Discipline

1. Major discipline shall include: (a) termination from employment; (b) disciplinary demotion; (c) suspension for more than five working days per incident (in five day blocks); and (d) suspension for five working days if the aggregate number of working days for which the employee is suspended in the calendar year is 15 or more. Removal from positions of Team Leader and Supervising Probation Officer, pursuant to 9.8 below are not subject to disciplinary hearing procedures.

ii. A disciplinary hearing shall be conducted by a hearing officer assigned from the Administrative Office of the Courts.

(5) Hearing officers shall make findings of fact and an advisory recommendation to the Appointing Authority. A copy of the hearing officer's decision will be provided to the parties. The Appointing Authority or his or her designee shall issue a written final determination. The Appointing Authority or his or her designee can accept, reject or modify the hearing officer's decision. If the hearing officer's decision is rejected or modified, the Appointing Authority or his or her designee shall explain why in the final written determination.

(6) Classified employees may appeal the appointing authority decision to the New Jersey Merit System Board in accordance with the New Jersey Department of Personnel regulations.

9.7 Miscellaneous Provisions - Applying to Paragraphs 9.1 to 9.6

(a) Hearings conducted pursuant to this provision shall be fair and impartial and shall provide, at a minimum, for examination and cross examination of witnesses and procedures for the authentication of evidence to be introduced. Either party may make a verbatim record of the hearing through a certified court reporter or tape recording, but no recording of such proceedings shall be made without notification to the other party. The party making the verbatim record shall provide the other party with a copy of the record without charge.

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ARTICLE 10
GRIEVANCES

(f) cost of pay shall be suffered by any employee, including a Union representative from within the County where the hearing is taking place and/or by non-cumulative witness, as a result of attendance at disciplinary hearings during working hours. Out of vicinage union representatives or officials shall each be charged union time to attend the proceeding, except that if one out-of-vicinage union representative attends the proceeding to participate in the hearing without outside consultant or other out-of-vicinage representatives there will be no charge to paid union leave time.

(c) No employee shall be coerced, intimidated or suffer any reprisal as a result of participation in disciplinary hearings.

9.8 Team Leader and Supervising Probation Officer Positions

(a) The Judiciary has the non-reviewable right to remove employees in Team Leader and Supervising Probation Officer positions from those positions and said actions shall not be deemed to be discipline and subject to the disciplinary appeal procedure; grievance procedure and/or arbitration procedure. If a Team Leader or Supervising Probation Officer is removed from his/her position, pursuant to this provision, he/she will be permitted to return to his/her previously held career service title. If no prior career service title was held, the Judiciary will make good faith reasonable efforts to place the employee in another position.

(b) Additionally, the first sentence of Paragraph 8(a) of the Letter of Agreement of December 28, 1994 and paragraph 9.3 (a) above are agreed to be inapplicable to Team Leaders and Supervising Probation Officers.

(c) Disciplinary actions, as defined in 9.2 above, are subject to the hearing provisions set forth in 9.6 above.

10.1 Grievance Definition

A "grievance" is

(a) A claimed breach, misinterpretation or improper application of the terms of this Contract (contractual grievance); or

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

(c) Disciplinary matters shall not be subject to the grievance or arbitration process.

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 upon written request.

(b) The following procedure shall be the sole and exclusive means of seeking adjustments and settling grievances.

10.3 General Rules

(a) Formal grievances shall be filed by the Union and shall be governed by the procedures set forth herein. The grievant may be an individual employee, a group of employees, or the Union itself. The Union may submit a grievance either within the time limits referred to above at any Step or initially at Step 3 with the consent of the Chief, Labor and Employment Law Unit of the Administrative Office of the Courts which consent shall be unreasonably withheld, within thirty (30) working days of the occurrence giving rise to the grievance or within thirty (30) working days of the time the occurrence is known to the Union, whichever is later. The time limits set forth above for a grievance submitted at the Step 3 level, shall be used for a Union grievance.

- Ar. A grievant employee involved shall be entitled to be present and to use the grievance procedure at Steps 1 and 2, and at other steps with the consent of the Union and to be represented by the Union in accordance with the provisions hereof.
- (h) Employees using this grievance procedure shall not be coerced, intimidated or suffer any reprisal as a direct or indirect result of such use or representation by the Union during the grievance procedure.
- (i) 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 issues.
- (j) 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.
- (k) Where the subject of a grievance suggests it is appropriate, and where the parties mutually agree, such grievance may be initiated at or moved to any step of the procedure prior to arbitration without hearing at a lower step. Agreement shall not be unreasonably withheld. Prior to arbitration, a grievance shall be heard at least the Step 3 hearing level.
- (l) 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.
- (m) The lack of response by the Judiciary within the prescribed time periods, unless time limits have been extended by mutual agreement, should be construed as a negative response.
- (n) 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. The Union shall have the right to be present and to state its views at all steps of the grievance procedure.
- (o) At each step of the procedure, all grievance decisions shall include an explanation of the reason for the decision.
- (p) The Judiciary shall provide both the grievant and the Union with a copy of the grievance decision at each step of the procedure.
- (q) A local union Steward shall be permitted reasonable time up to one (1) hour to investigate in vicinage grievances and reasonable time to present and process in vicinage grievances during working hours without loss of pay or time.

- (r) Any employee scheduled by the parties during his/her working hours to participate in grievance procedures shall suffer no loss in pay or benefits for appearing. If in grievance hearings there shall be no claim for compensatory time in the event the grievance hearing extends beyond the employee's normal work day.
- (s) Where the employees or the Union require employee witnesses, permission for a reasonable number of witnesses assigned 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 report time as required of during his/her normal scheduled working hours. There shall be no claim of employees in the event the grievance hearing extends beyond the employee's normal work day.

- (t) The burden of proof shall be on the employee.
- (u) Management, at any step of the grievance process, may consolidate two or more grievances on the same issue and process them as a group grievance.

10.4

Preliminary Informal Procedure

An employee may orally present and discuss a grievance with his/her immediate supervisor on an informal basis. The employee has the option of having a union Steward present for the discussion. However, the Union shall not be bound by any informal settlement between the employee and his/her supervisor.

10.5 Formal Procedure

- (a) Step 1. The grievant, through the Union Steward, may take up the grievance with the first level of supervision having authority to effect a remedy within thirty (30) calendar days of the date the grievant knew or should have known of its occurrence.

A meeting shall be scheduled between the Union steward and the appropriate manager within ten (10) working 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) working days of the meeting. If written, a copy of the disposition shall also be forwarded to the Labor and Employment Law Unit of the Administrative Office of the Courts. The Union shall be immediately notified by the employer of all written complaints or grievances. Union consent is needed to resolve all complaints or grievances above Step 1, unless waived by failure to appear after receiving notice of a meeting or hearing.

(h) 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 within ten (10) working days of receipt of the disposition of Step 1 or if no disposition has been made within 15 working days of presentation of the Step 1 complaint or grievance.

A meeting shall be scheduled between the Union and the Senior Manager/Trial Court Administrator or his/her designee within ten (10) working days of receipt of the appeal. A written disposition of the grievance shall be given to the grievant and the Union within ten (10) working days of the meeting. A copy of the disposition shall also be forwarded to the Labor and Employment Law 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 fifteen (15) working days of receipt of the disposition of Step 2 submit the grievance to the Labor and Employment Law Unit of the Administrative Office of the Courts or if no disposition or decision has been made within twenty-five (25) working days of the presentation of the Step 2 complaint or grievance. If requested by the Union, a hearing shall be held by the Labor and Employment Law Unit within twenty (20) working days of receipt of the appeal. A staff member of the Labor and Employment Law Unit shall be assigned to hear the grievance and shall render a disposition of the grievance within fifteen (15) working 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 forty (40) calendar days from the date the Union received the Step 3 decision or if no decision, fifty (50) 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) The parties herewith agree upon the following panel of arbitrators: Robert Olsson, Jeffrey B. Tener, James Mastiani and _____
This panel may be changed or expanded by agreement between the parties. Each member of the panel shall serve in turn alphabetically as the sole arbitrator for a given case. Where a member of the panel is unable to serve, the next member in sequence shall then serve. If an arbitrator ceases to serve on the panel, the parties shall within twenty (20) days select a replacement for the non-serving arbitrator.

(d) The arbitrator shall conduct a hearing to determine the facts and decision in writing to the parties. The arbitrator shall not have the power to add, amend from, or modify the provisions of this Agreement or laws of the State, or any written policy of the Judiciary not inconsistent with this Agreement, or to determine any dispute involving the exercise of management function which is within the authority of the Judiciary, and shall conduct 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 their opinion or opinion which are not essential in reaching the determination of the issues presented. The award of the arbitrator shall be final and binding consistent with applicable law and this Agreement. The fees and expenses of the arbitrator shall be divided equally between the parties, and any other cost of the arbitration proceeding, including the cost of recording, shall be borne by the party incurring the cost.

(e) The arbitrator shall hold the hearing at a time and place convenient to the parties within forty-five (45) 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.

ARTICLE 11

EFFECT OF NEGOTIATIONS

11.1 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 and the agreement to resolve challenged ballots between PANJ/CWA and the Judiciary dated August 8, 1996, shall remain in effect unchanged.

11.2 Terms of Agreement

The term of this Agreement shall be January 1, 1995 to June 30, 2000 subject to the general provisions as herein set forth.

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 During the term of this Agreement, 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 during the term of this Agreement.

ARTICLE 14

HOLIDAYS

- 14.1 Notwithstanding prior local practices and/or contractual provisions, Judiciary employees shall be entitled to all legal holidays 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.
- 14.4 Employees previously eligible for recess days at Thanksgiving and Christmas or other holidays not listed above shall no longer be eligible for those days as of January 1, 1999. All leave time taken shall be consistent with the articles contained in this agreement.

ARTICLE 15

STATE TRAVEL REGULATIONS

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 Regulation, it will notify the Judiciary of same.

15.3 Grievances concerning these matters shall be considered non-contractual.

ARTICLE 16

VACATION LEAVE

16.1 Vacation leave shall be granted in accordance with the provisions of NJAC 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 Section Two above shall be grandfathered at their present level of vacation leave until they reach the next level as described in Section Two above.

16.4 An increase in vacation leave shall be granted at the beginning of the calendar year in which the years of service requirement will be met.

16.5 a. Vacation leave is credited in advance at the beginning of the calendar year in anticipation of continued employment for the full year and may be used on that basis. Vacation allowance must be taken during the calendar year earned unless the appropriate manager determines that it cannot be taken by the employee because of 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 a schedule so that no accrued vacation time will be lost.

16.6 A maximum of one (1) year vacation leave may be carried forward to the succeeding year.

ARTICLE 17

ADMINISTRATIVE LEAVE

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.

16.9 Under normal circumstances, annual vacation shall be granted only with prior approval of the employee's senior manager or designee. Requests for vacation leave shall be submitted in writing as far in advance as possible, and normally not less than two weeks prior to the vacation leave. Requests that do not conflict with operational needs shall not be unreasonably denied.

16.10 The principle of seniority shall govern in the scheduling of vacation periods, provided that adherence to such practice does not impede the proper operation of the work unit as determined by the supervisor.

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.

17.1 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, absences 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.

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.

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.

17.8 Employees that heretofore have not received administrative leave days shall be eligible for the administrative leave days following execution and ratification of this agreement.

ARTICLE 18

SICK LEAVE

18.1 All employees covered by this Agreement and eligible for sick leave with pay shall be entitled to the use of sick leave as provided herein.

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

18.3 Reporting of Sick Leave

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

18.4 Excessive Absenteeism

(a) Excessive Absenteeism shall be defined as paid or unpaid days away from the job for illness or injury that exceed six (6) occurrences in any six (6) consecutive pay periods for illness or injury which does not otherwise require acceptable medical documentation (e.g. absences of five or more days which already require proof of illness constituting acceptable medical evidence or for chronic illness for which the employee has already supplied such proof of illness). Upon reaching six (6) occurrences, the employee shall be advised, in writing, that further sick leave will require proof of illness constituting acceptable medical evidence for each occurrence. Upon such notification the employee will be required to submit acceptable medical documentation for any absence during the subsequent six pay periods.

(b) The six (6) consecutive pay periods in 18.4(a) are "rolling periods" meaning the date of sick leave absence. The submission of proof of illness constituting acceptable medical evidence after the six (6) consecutive pay periods shall be evaluated by the appointing authority or their designee. Employees required to submit proof of illness constituting acceptable medical evidence for six (6) occurrences in six (6) consecutive pay periods must continue to do so for the next six (6) pay periods. The obligation to submit proof of illness constituting acceptable medical evidence beyond the next six (6) pay periods can be extended if further absences have occurred or other reasonable basis exists or is warranted. Any extension is subject to a review by the appointing authority or his/her designee at the end of the next pay period.

(c) "OCCURRENCE" means the use of one or more consecutive sick days. For example, use of three consecutive sick days constitutes one occurrence. If an employee utilizes one sick day and returns to work on the next work day, such sick leave constitutes one occurrence. If an employee uses sick time for death in their immediate family, regardless of the amount of sick days used, that does not constitute an occurrence.

(d) Excessive absenteeism under 18.4(e) may result in disciplinary action.

(e) When an employee's absences are "excessive" or about to fall under the definition of "excessive," management, at its discretion or with the recommendation of the employee's labor representative, may refer the employee to the Employee Advisory Service ("EAS") through their local Human Resources Office. Additionally, an employee may request that he/she be permitted to enter the EAS. Once an employee enters the EAS, discipline for excessive absenteeism will be handled on a case-by-case basis. This provision does not preclude, as appropriate, corrective disciplinary action for excessive or abusive absenteeism.

(f) Failure by an employee to provide proof of illness constituting acceptable medical evidence of their illness as requested may result in the use of sick leave being denied and the absence being considered unauthorized. In such circumstances, disciplinary action may be initiated.

18.5 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:6-1.2(A) and (B) for these leave procedures.)

18.6 Paid sick leave may be used in one hour increments.

LAYOFF AND RECALL

(a) A permanent employee who enters retirement pursuant to the provisions of a state administered or approved retirement system and has to his or her credit and earned and unused accumulated sick leave shall be entitled to receive supplemental compensation for such earned and unused accumulated sick leave.

(b) The supplemental compensation to be paid shall be computed at the rate of one-half (1/2) of the eligible employee's daily rate of pay for each day of earned and unused accumulated sick leave based on the average annual compensation received during the last year of his or her employment prior to the effective date of his or her retirement, provided, however, that no such supplemental compensation payment shall exceed \$13,000.00.

19.1 Layoff and Recall of Unclassified Employees

The layoff and recall of classified employees shall be governed by the provisions of M.G.A. 4A

19.2 Layoff of Unclassified Employees

a. The provisions of Section 19.2 will only be in effect until and unless the parties finalize an agreement on the below described "Reopener on Layoff and Recall of Unclassified Employees."

b. The Judiciary will give the Union and any unclassified employee who might be laid off, the same advance notice of any anticipated layoff that classified employees would get.

19.3 Re-Opener on Layoff and Recall of Unclassified Employees

The parties may reopen negotiations on the procedures governing the layoff of unclassified employees. In the event the parties reach agreement, the new agreement will replace the provisions of Section 19.2, above.

ARTICLE 20

LEAVE OF ABSENCE

- 20.1 Employees in the classified service will be provided with unpaid leaves of absence in accordance with the New Jersey Administrative Code, including N.J.A.C. 4A:6-1.10.
- 20.2 Employees in the unclassified service will be provided with unpaid leaves of absence in the same manner as for employees in the classified service, and such leave may be extended beyond one (1) year for exceptional situations upon request at the discretion of the appointing authority.
- 20.3 All unpaid leaves of absence shall be inclusive of all unpaid leave entitlement including family leave as provided by the New Jersey Family Leave Act (N.J.S.A. 34:18B-1 et seq.) and the Federal Family and Medical Leave Act (29 U.S.C. 12601 et seq.).
- 20.4 Employees in the classified service shall be entitled to unpaid leaves of absence that shall not exceed a period of one (1) year. A leave may be extended beyond one (1) year for exceptional situations upon request which is subject to review by the appointing authority and final written approval by the Department of Personnel.

ARTICLE 21

PERSONNEL FILES

- 21.1 Maintenance of Files
 - a. The Judiciary shall maintain a personnel file on each employee. In the event that more than one file is kept, the employee shall be informed of the whereabouts of the files.
 - b. No document of an anonymous nature may be inserted into the file.
- 21.2 Copies to the employee
 - A copy of any document, other than routine personnel matters, that is placed in a file shall be given to the employee.
- 21.3 Right to review file
 - Upon reasonable notice, an employee may inspect the contents of his/her official personnel files. The Judiciary has the right to have such inspection take place in the presence of an appropriate official.
- 21.4 Confidentiality
 - The contents of the file shall be maintained on a confidential basis and manner in accordance with existing Judiciary policy and practice.

ARTICLE 22

JOB OPPORTUNITIES

22.1 Posting

- a. Whenever an unclassified position within the negotiations unit becomes vacant and management intends to fill the position, a notice of vacancy shall be posted.
- b. All vacancies in unclassified positions that will be filled by a temporary appointment shall be posted at all Judiciary work locations except where an attrition program of unit scope necessitates an internal posting open only to the employees of the appointing authority.
- c. Judiciary-wide postings will be for a minimum of twenty (20) working days. Appointing Authority-only postings will be for a minimum of ten (10) working days.
- d. The Union shall be given a copy of all postings.
- e. Following the closing date of the posting, positions that will be filled shall be filled with qualified individuals.

22.2 Voluntary Transfer and Reassignment

Employees who desire to transfer or to be reassigned to another appointing authority's jurisdiction should put such a request in writing to both the sending and receiving appointing authorities. Such requests shall be renewed by the employee every six months if the employee still desires to be transferred or reassigned.

22.3 Involuntary Transfer and Reassignment

- a. No county judicial employee who became a State judicial employee on January 1, 1995 as a result of the Judicial Employees Unification Act, shall be transferred or reassigned between counties or between a county and the centralized 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 (60) calendar days in any twelve (12) month period, and only after giving the reasons, in writing, to the employee and the Union. Prior to such transfer or reassignment, volunteers shall first be solicited from among the existing qualified workforce.

ARTICLE 23

PERFORMANCE ASSESSMENT REVIEW

23.1

General Provisions

The Probation Association of New Jersey Professional Supervisor's Union 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, the parties agree to establish a directly job related performance appraisal system that will be utilized on _____

needed to grow in the performance

(1) Common which will present ye

(2) An incentive each year a 10 of each

(3) A standard consist of st and level:

(4) At the he the supervise appropriate c individual's j which the pe event there an level supervise

(5) The employee will sign the completed standard evaluation form, the completed interim evaluation and the final evaluation to indicate that the employee has seen the completed documents and a copy of each will be given to the employee; no employee shall be disciplined for refusal to sign the performance evaluation forms or standards:

(6) Each area of competency will have boxes to be initiated by the rater and, at the end of every evaluation period, checked to indicate if the employee's performance rating is "Exceptional," "Meets Quality Standards" or "Needs Improvement."

(7) The form will include space for a supporting statement for every competency rating of either "Unsatisfactory" or "Exceptional."

(8) The form will include a section listing the training offered and received during the rating period.

(9) The form will include a section listing those items on which the employee should concentrate to improve performance; those items that the employee should avoid doing; significant performance events and an employee performance improvement plan.

(10) Performance ratings may be used as a factor in promotions; and

(11) During the normal probationary period, the employee will be advised of the Quality Standards to be achieved and will be immediately advised of any specific deficiencies in progress. A formal rating will be given to the probationer every two months. Employees who satisfactorily complete their probationary period will be given a "Meets Quality Standards" rating for that period.

Rating Categories

There are three categories into which an employee can be rated:

a. "Needs Improvement." This is the lowest rating and an employee should only be given this rating if they consistently do not meet the Quality Standards for their job. The rater must have just cause to give this rating and sufficient documentation of the areas where the Quality Standards were not consistently being met. The workload will be given due consideration in making this rating.

b. "Meets Quality Standards." This is the rating that should be given when an employee is performing satisfactorily and is generally meeting the "Quality Standards" that are expected for their job. The workload will be given due consideration in making this rating.

c. "Exceptional." This is the rating that should be reserved for when an employee consistently exceeds the "Quality Standards" and goes above and beyond what is expected for the job. The workload will be given due consideration in making this rating.

Wage progression based upon employee service and evaluation

a. AOC Incremental In 1998 Wage progression for 1998, whether paid in 1998 by way of AOC, was provided for on the first day of the second pay period in 1999 for the wage employees shall be done in accordance with the provisions of Article 7 of this Agreement.

b. Salary Reimbursement within a Budget Period Commencing in 2000 any employee who had or more than one of service completed as of December 31 of the prior year and who has been rated as "Meets Quality Standards" or "Exceptional" under the Judiciary's Performance Evaluation System, shall have his/her salary increased by an additional 4.15%. This shall be in addition to any across-the-board salary adjustment outlined elsewhere in this Agreement. Notwithstanding the above, no employee shall have his/her salary increased above the maximum.

c. Commencing in 2000, any employee who has been rated as "Exceptional" for the previous year will receive, in addition to the rate described in 23.1b, above, an Exceptional Performance, off-base payment of up to 2.0% of their salary.

d. Notwithstanding the provisions of 23.1b and 23.1c, above, no "Exceptional Performance" off-base payment will be made to any employee until and unless all employees have received their formal evaluation.

e. Any employee who is rated as "Needs Improvement" will not receive a salary progression as provided for in Article 7.7. However, once an employee's performance has improved to the point where the employee has been rated as "Meets Quality Standards," then that employee will receive a performance pay salary increase in the next pay period, which shall be prorated for the remainder of the calendar year. The supervisor will meet at least once every three months with an employee rated as "Needs Improvement" until the employee is rated as "Meets Quality Standards" or is terminated from employment. The supervisor will set forth the deficiencies and set specific objectives that, when met, would result in the employee meeting the Quality Standards. In the event that the supervisor identifies any training that is in the Judiciary's curriculum that would assist the employee in improving their work performance, it will be discussed and scheduled if deemed appropriate.

ARTICLE 24

APPEAL PERFORMANCE REVIEW

24.1 Appeal Procedure - General Provisions

- a. The provisions of this section are applicable to employees in the career service and the unclassified service.
- b. An employee may appeal a final performance assessment rating of "Unsatisfactory" to the first two steps of the appeal process outlined herein. There shall be no appeal of a rating of "Meets Quality Standards."
- c. The appeal process contained herein will be the only appeal mechanism available to either an employee or the Union and no rating is subject to appeal or review under any other grievance procedures provided for in this collective negotiation agreement or through any other procedure in any other forum.

24.2 Step 1--Division Appeal Process

Any appeal will be presented, in writing, to the employee's Division Manager, or designee, within 10 working days from receipt of the performance assessment rating, stating why the employee disagrees with the assessment rating. The employee may include a request for a Division Manager Review Meeting with the appeal. If a request for a Review Meeting is made, the Division Manager, or designee, will schedule the meeting within 10 working days of receipt of the appeal. At the meeting, the employee may be represented by the Union. The employee's supervisor or other representative of the Judiciary shall have the burden to go forward in the meeting and present any documentary evidence that is relevant to the matter, but the employee shall have the burden of proof to establish that the actions of the supervisor in assigning the rating were unreasonable, arbitrary or induced by improper motives. The employee shall also present any written evidence that is relevant to the matter. Following the meeting, the employee shall have 5 working days to present a revised written Statement of Appeal to the Division Manager. The Division Manager, or designee shall review the complete appeal and render a written decision within 10 working days after the date of the meeting, or in the event the employee chooses to file a revised written Statement of Appeal, within 10 working days after the date the revised written Statement of Appeal is due.

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24.3

Step 2--Final Appeal Process

- a. An employee may appeal to the Judiciary Performance Assessment Review Board a "Needs Improvement" rating that had been upheld in the final decision of the Division Manager, or designee, within 20 days of receipt of that decision.
- b. The appeal shall be in writing and include a copy of the written decision of the Division Manager, or designee, and the basis for the appeal.
- c. The employee shall have the burden of proof to establish that the actions of the supervisor in assigning the rating were arbitrary, unreasonable or induced by improper motives.
- d. The Judiciary Performance Assessment Review Board shall render an advisory decision to the Judiciary upon the written record or such other proceedings as it deems appropriate. The Judiciary Performance Assessment Review Board's advisory decision may be to sustain or deny the appeal or it may recommend some other course of action.

24.4

The Judiciary Performance Assessment Review Board

The Judiciary Performance Assessment Review Board shall be composed three members: a Senior Manager selected by the Judiciary, a Union official selected by the Union and a retired Judge. The Judiciary Performance Assessment Review Board shall be chaired by the retired Judge 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 retired Judge who will serve as the chair and the Judiciary and the Union will each pay one-half of any compensation for the retired Judge's time.

24.5

Evaluating the Evaluation System

The parties recognize that the above-described performance assessment review system will only work if it is free of bias and is administered in a fair and consistent manner throughout the entire Judiciary. To that end, the Judiciary shall keep statistics on its implementation and these statistics will be shared with the Union. The statistics that will be kept include the gender, race, national origin, employees past performance, supervisor and size and location of the work unit or any other factor that the Union and the Judiciary mutually agree could help to measure the success of the performance assessment review system.

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ARTICLE 25

SAVINGS AND SEPARABILITY

25.1 Separability

If any provisions 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 provisions of this agreement is severed or restrained in accordance with Section 23.1, the parties, upon the request of either party, shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement.

ARTICLE 26

HEALTH AND SAFETY

26.1 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 PEGS11A and any other applicable statutes, regulations or guidelines outlined in the New Jersey Register which pertain to health and safety matters. The Judiciary will provide a reasonable safe and healthful place of employment for all employees.

b. The parties agree to cooperate in maintaining and improving safe working conditions and health protection for the employees consistent with established safety standards and in the promotion of safety, safe working habits and good housekeeping throughout the work environment. Where reasonably possible, each employee will comply with all safety rules and regulations.

26.2 VDT Operators

Full-time employees who operate 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.

POSITION CLASSIFICATION

27.1 Classification Review

Any employee who believes they are working out of title may complete a Task Statement Verification Form to have their duties analyzed to determine if they are classified in the proper title. The completed form will be filed with the employee's local Human Resource Office. The supervisor will concurrently complete a Supervisor's Assessment Form. The completed forms will be analyzed by the Administrative Office of the Court's Office of Personnel Services. The AOC's Office of Personnel Services will respond to the employee, the supervisor and the Senior Manager. An appeal of a classification determination is governed exclusively by the provisions of this article and is not subject to the contractual grievance or arbitration procedures in Article 10.

27.2 Appeal of a Classification Determination

a. An employee who has had a classification determination completed by the Administrative Office of the Court's Office of Personnel Services and is unsatisfied with the result, may contact the Union and ask the Union to appeal the matter. In its discretion, the Judiciary Performance Assessment Labor-Management Committee for review. The committee will review the appeal, (which shall be in writing, include a copy of any written decision of the Office of Personnel Services and describe the basis for the appeal) and, after review may take any of the following actions:

(1) decide that the matter does not warrant further review and the matter will go no further, or

(2) decide that the matter be referred to the Judiciary Performance Assessment Review Board as outlined in 27.3, below, or

(3) other appropriate action as the Committee deems appropriate.

b. An appeal of a classification determination is governed exclusively by the provisions of this article and is not subject to the contractual grievance procedure.

c. Classified employees may appeal the final decision of management to the Department of Personnel. Unclassified employees are bound by the final decision of management after management review of the recommendation of the Judiciary Performance Assessment Review Board.

27.3 The Judiciary Performance Assessment Review Board

a. The Judiciary Performance Assessment Review Board shall be composed of the members: a Senior Manager selected by the Judiciary, a union official selected by the Union and a retired Judge. The Judiciary Performance Assessment Review Board shall be chaired by the retired Judge 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 retired judge who will serve as the chair and the Judiciary and the Union will each pay one half of any compensation for the retired Judge's time.

b. The Judiciary Performance Assessment Review Board shall render an advisory decision to the Judiciary upon the written record or such other proceedings as it deems appropriate. The Judiciary Performance Assessment Review Board's advisory decision may be to sustain or deny the appeal or it may recommend some other course of action.

IN WITNESS WHEREOF, the parties have hereunto set their hands in seals this 7th day of February, 1999.

NEW JERSEY STATE JUDICIARY

Red Drake
Frank C. Jurek
John P. Stiller
Anthony C. Lillo
Therese Mordor
James B. McKinn

PROBATION ASSOCIATION OF NEW JERSEY (PAN) - Association of Supervisors Division

John P. Stiller
James B. McKinn
Therese Mordor
Anthony C. Lillo
Frank C. Jurek
Red Drake
John P. Stiller
James B. McKinn
Therese Mordor
Anthony C. Lillo
Frank C. Jurek
Red Drake

The Consolidation Appendix A

Item	Quantity	Unit Price	Total
Administrative Specialist 4	1	\$40,000.00	\$40,000.00
ADJUNCT ASSISTANT	5	-	-
Total Position: 5			\$40,000.00
Administrative Supervisor 2	1	\$30,000.00	\$30,000.00
ADJUNCT	1	-	-
ADJUNCT DATA PROCESSING CONTROL AND SCHEDULING SUPERVISOR	1	-	-
ADJUNCT OPERATIONS PART SUPERVISOR	1	-	-
Total Position: 3			\$30,000.00
Administrative Supervisor 3	1	\$30,000.00	\$30,000.00
ACCOUNTANT 1	1	-	-
ADJUNCT	1	-	-
ADJUNCT INVESTIGATIVE ANALYST 1	1	-	-
ADJUNCT CASE ANALYST 2	1	-	-
SUPERVISOR ACCOUNTANT, ADJUNCT	1	-	-
SUPERVISOR OF DATA PROCESSING PROGRAMS	1	-	-
Total Position: 13			\$30,000.00
Administrative Supervisor 4	1	\$40,000.00	\$40,000.00
ADJUNCT DATA PROCESSING LEAD SYSTEMS PROGRAMMER/ANALYST 1	1	-	-
ADJUNCT LEAD PROGRAMMER/ANALYST 2	1	-	-
ADJUNCT REPROGRAMMER/ANALYST SYSTEMS ANALYST 1	1	-	-
SUPERVISOR, ADJUNCT, EDUCATION & PERFORMANCE	1	-	-
Total Position: 15			\$40,000.00
Court Interpreter 3	1	\$20,000.00	\$20,000.00
COURT INTERPRETER, ADJUNCT	1	-	-
Total Position: 3			\$20,000.00
Court Reporter Supervisor 1	1	\$37,000.00	\$37,000.00
ASSISTANT SUPERVISOR, OFFICIAL COURT REPORTERS A	1	-	-
ASSISTANT SUPERVISOR, OFFICIAL COURT REPORTERS C	1	-	-
Total Position: 12			\$37,000.00
Court Reporter Supervisor 2	1	\$40,000.00	\$40,000.00
SUPERVISOR OFFICIAL COURT REPORTERS A	1	-	-
SUPERVISOR OFFICIAL COURT REPORTERS C	1	-	-
Total Position: 14			\$40,000.00

* Classification change determined that focus on two levels of supervision for these items.
 ** Vacancies in this consolidated file currently holding title of Principal Probation Officer 1 and Supervising Probation Officer. Jobbing are grandfathered. Upon vacancy, these positions will not be filled at this level, and future appointments to the Probation Service will copy of the Court Services Supervisor 3 title.
 *** SALARIES AND BENEFIT SALARIES INDICATED ABOVE ARE EFFECTIVE THROUGH APRIL 30, 1999

