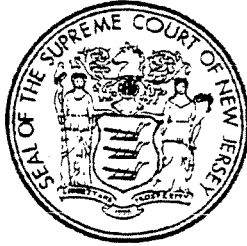


AGREEMENT

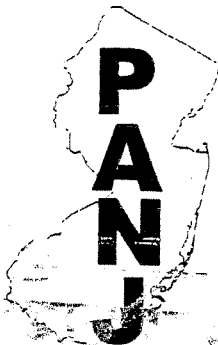
BETWEEN

THE NEW JERSEY STATE JUDICIARY



AND

THE PROBATION ASSOCIATION OF NEW JERSEY



CASE-RELATED PROFESSIONAL UNIT
JANUARY 1, 1995 - JUNE 30, 1999

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AGREEMENT
BETWEEN
THE NEW JERSEY STATE JUDICIARY
AND
THE PROBATION ASSOCIATION OF NEW
JERSEY

Case-Related Professional Unit

January 1, 1995 to June 30, 1999

Preamble

THIS AGREEMENT is entered into this 21st day of August, 1996 by and between the New Jersey State Judiciary (hereinafter referred to as "the Judiciary" or the Employer") and the Probation Association of New Jersey (hereinafter referred to as "the Union" or "PANT").

WHEREAS, the parties have engaged in good faith collective negotiations for the purpose of developing the first statewide contract between the Judiciary and its employees in the case-related professional 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, Union rights, the title of Master Probation Officer, and other terms and conditions of employment, including the orderly and expeditious adjustment of grievances, all keeping in mind as a guide the parameters established by the Letter of Agreement between the Judiciary and the labor representatives of its employees dated December 28, 1994 and the Judicial Employees Unification Act; 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, the parties agree with respect to the employees in the case-related professional unit as follows.

ARTICLE 1

RECOGNITION

A. **Exclusive Representative**

The Judiciary recognizes the Union as the exclusive representative of all its employees in the Case Related Professional Unit, as certified by the Public Employment Relations Commission, which shall consist of both full-time and part-time, including but not limited to permanent, provisional, interim and unclassified employees, and excluding temporary hourly employees. The titles listed in the Appendix are included.

B. **Unit Composition**

Whenever new titles are to be adopted, the Judiciary shall notify the Union in writing regarding unit designation, where appropriate, within a reasonable time prior to the effective date. If the parties do not agree concerning inclusion in an appropriate unit, the dispute may be submitted to PERC for determination. If an existing title is to be eliminated or changed, the Judiciary shall also notify the Union in writing within a reasonable time prior to the effective date.

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

D. **Preservation of Unit Work**

No work which is customarily performed by employees in the Union's bargaining unit shall be assigned to employees outside the unit represented by the Union, except in emergency situations. The parties agree that complaints and grievances related to this clause shall be outside the grievance process and will be handled directly by the Union and the Administrator of Labor Employee Relations.

ARTICLE 2

LABOR-MANAGEMENT RELATIONS

A. 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.

B. Labor-Management Cooperation

The Judiciary and the Union shall continue their joint participation in the existing labor-management committees.

ARTICLE 3

NON-DISCRIMINATION

The Judiciary and Association shall not discriminate against any employee because of age, sex, affectional or sexual orientation, marital status, race, color, religion, national origin, physical handicap, political affiliation, Association membership, or lack thereof, or Association activities.

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

**ARTICLE 4
RULES**

ARTICLE 5

ASSOCIATION RIGHTS AND PRIVILEGES

A. Information

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

B. Released Time for Meetings

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

C. Use of Buildings and Equipment

The Association steward(s) and Association officer(s) shall have the right to use employer facilities and equipment, and have access to the employer's premises, reasonably and subject to availability, with reasonable notice given where appropriate, in connection with the performance of their duties as Association representatives such as in connection with negotiations, grievances, or discipline. The Association steward is defined as the local Union representative(s) in the County. The Association officer(s) is defined as the statewide representative(s). The Association President and 1st Vice President shall continue to have the use of an office in the Counties where they are located as at present, for the conduct of their Association duties including but not limited to the receipt and making of telephone calls, unless otherwise agreed.

D. Union Bulletin Boards

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

The Judiciary shall provide to the Association for the period July 1, 1996 to June 30, 1997, a total of 240 days off to be used by the Association for any of its officials, as it desires, provided, however, that the total amount of such days off used by the President shall not exceed 75 per year and the total amount of such days off used by other officials shall not exceed 50 per year. During the re-opener period of this contract, the parties shall negotiate

G.

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

Exclusive Rights

F.

The Association shall have the right to reasonable use of the inter-office mail facilities and office mail boxes for matters relating to Union representation.

Mail Facilities and Mail Boxes

E.

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

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

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

minimally approximately 30 inches by 30 inches or an equivalent. If the Union desires bulletin boards at other locations, then it may request permission to provide its own bulletin boards. Such requests will not be unreasonably denied.

time off for the balance of the contract provided, however, that the time off granted in this paragraph shall be a ceiling and shall be subject to reductions of which, provided that there is agreement, of 10% per year.

H. Unpaid Leave for Union Activities

In addition to paid Union leaves, employees designated by the Union may request unpaid leaves for Union activities, subject to approval by the Judiciary. Such approval will be considered in the context of the operations of the Judiciary as well as the amount of leave requested by any individual.

I. Leave for Union Office

Any employee elected or appointed to Union office shall be permitted to take an unpaid leave of absence for all or part of the duration of his or her tenure in office.

J. Conference Time Off

In addition to any other days off provided for 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 staffing requirements. Normally, this conference extends for two working days and is attended by approximately 300 employees in the unit. In addition to the foregoing, Association representatives shall, collectively, have a total of ten days off with pay in connection with preparation for the 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.

K. New Hires

1. The Union may provide information cards for newly hired employees to complete, including name, address, title, date of hire, and other employment data. In addition, the Union may supply information packets concerning Union membership and representation. The Employer will distribute these information cards and packets to new employees at the same time the employees are required to fill out initial personnel and payroll forms. The card may be filled out by the new employee, and if so, the employee will forward the card to the Union by mail.
2. If orientation meetings are held for new employees, the Union shall be permitted to make a brief presentation during such meetings.

L. Personnel Data

Monthly listings of new hires will be supplied to the Union, together with date of

hire, department/work location, title, and home address. The Union will also be notified monthly regarding employees who have changed titles or have left the bargaining unit, specifying the reason (i.e., resignation, retirement, promotion, etc.)

M.

Time off set forth elsewhere in this Agreement shall be in addition to the time off which is referred to in this Article VII.

ARTICLE 6

MEMORANDA OF AGREEMENT

Any Memoranda of Agreement between the parties shall be binding to the same extent as incorporated herein.

ARTICLE 7

ESTABLISHMENT OF TITLE OR DESIGNATION:
MASTER PROBATION OFFICER

Section 1. Nature of Title or Designation:

There shall be established the title or designation of Master Probation Officer (MPO). The duties shall be established and shall be consistent with the other obligations set forth herein including the obligation that there shall be a meaningful number of openings for movement by eligible Senior Probation Officers (SPO's) to MPO, to locations in all sections of probation and other divisions of the Superior Court, including but not limited to Family and Criminal. The parties shall jointly obtain any required Department of Personnel action or other action which is necessary to formally implement this title or designation and shall use their maximum good faith efforts in this regard.

Section 2. Salary Adjustment:

There shall be established by agreement between the parties a salary adjustment and range for the MPO title or designation, which salary and range shall include a meaningful wage increase from the title of Senior Probation Officer.

Section 3. Openings:

The Judiciary shall provide for a meaningful number of openings for movement by eligible Senior Probation Officers to MPO to locations in all sections of probation and other divisions of the Superior Court, including but not limited to Family and Criminal.

Section 4. Eligibility:

The title or designation of MPO shall be available by way of promotion or movement only from the title of Senior Probation Officer. A minimum number of years of service as SPO, and a testing and selection procedure shall be established by agreement between the parties.

Section 5. Miscellaneous:

The obligations of the Judiciary which are set forth in its November 1994 letter shall remain in effect in accordance with its terms.

Section 6. Timing and Enforcement:

The agreements referred to above shall be reached on or before October 1, 1996, and shall be implemented as soon thereafter as reasonably possible with the target date for implementation before March 1, 1997.

ARTICLE 8

DUES DEDUCTION AND MEMBERSHIP INFORMATION

A. Dues Deduction

1. Pursuant to the provisions of N.J.S.A. 52:14-15.9(e), the Judiciary agrees to have Union dues (Union dues are defined as regular dues, fees, and assessments, including special assessments) which will be deducted from the regular paycheck of any employee whose written authorization is submitted to the local vicinage Human Resources Office. There may be an additional voluntary amount deducted in each county. Within three (3) work days after receipt of the form, the vicinage Human Resources Office will forward it to the Centralized Payroll Section, Department of the Treasury. Dues deduction will be reflected in the paycheck for the current pay period, provided the form is received in Centralized Payroll at least seven (7) calendar days prior to the end of the pay period, otherwise to be reflected in the next pay period. If violations of these time frames are brought to the attention of the Judiciary, the Judiciary will review the matter with appropriate officials and resolve the problem at the earliest date possible, and report back to PANJ in writing if the request is made in writing as to the status of the matter in question.
2. Dues deductions for any employee in this negotiating unit shall be limited to PANJ. Employees shall be eligible to withdraw such authorization only as of July 1 of each year provided that the notice of withdrawal is timely filed between May 15 and June 15 of the year in which the withdrawal is to take effect, with the vicinage Human Resources Office. Membership status is to be dropped only through a signed withdrawal card, termination of employment, or promotion/demotion to a non-PANJ represented position.
3. Dues so deducted shall be deducted from paycheck as per each regular payroll payment, and shall be transmitted to the Secretary/Treasurer of PANJ with a listing of the employees and 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.
4. The Union shall certify to the AOC Human Resources Office the amount of Union dues to be deducted, and any change in the dues structure at least thirty (30) days in advance of the requested date of change. The change shall be reflected in payroll deductions no later than three (3) pay periods after receipt of the request.
5. 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

If the agency fee is discontinued, an assessment shall be made on each

It is understood that the implementation and/or continuation of the agency fee program is predicated on the demonstration only as of January 1 of each year by the Union that more than 50% of the eligible employees in the negotiating unit are dues paying members of the Union.

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

C. Representation Fee (Agency Fee)

2. 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.

1. The Judiciary shall provide to the Union on a monthly basis a complete up-to-date County by County listing of all employees covered by this Agreement, together with their home addresses, amount of dues deducted and job titles as they appear in the records of the Personnel Office. Such list shall also include the coded payroll location and dues deduction status of each employee. The Union will only disclose such information to its officials and representatives whose duties require access to such information. The Union may request membership information involving special problems more frequently, and the Judiciary will use reasonable efforts to accommodate the request. The employer will give the names of new hires in titles in the unit to the PANJ Treasurer with a copy sent to the Local division of PANJ 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.

B. Membership Information

6. Provisions of this section are further conditioned upon adherence to all other statutory requirements.
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.

quarterly date, i.e., January 1, April 1, July 1, or October 1, to determine if the minimum percentage is exceeded. If the minimum percentage is exceeded, the agency fee plan shall be reinstated with proper notice from the Union to affected employees.

2. **Amount of Fee**

Prior to January 1 each year, the Union will notify the Judiciary in writing of the amount of regular membership dues, and assessments charged by the Union to its own members for that contract year, and the amount of the representation fee for that contract year. Any changes in the representation fee structure during the contract year shall be in accordance with Article 8 above.

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

3. **Deduction and Transmission of Fee**

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

The mechanics of the deduction of representation fees and the transmission of such fees to the Union will be the same as those used for the deduction and transmission of regular membership dues to the Union.

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

4. **Demand and Return System**

The Union shall return any part of the representation fee paid by the employee which represents the employee's additional pro rata share of expenditures by the Union, from dues, that is either in aid of activities or causes of a political or ideological nature only incidentally related to the terms and conditions of employment, or applied toward the cost of other benefits available only to members of the majority representative.

The employee shall be entitled to a review of the amount of the representation fee by requesting, in writing, the Union to substantiate the amount charged for the representation fee. This review shall be in conformance with the internal steps and procedures established by the Union.

5. Notice to Non-Members: 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, 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 expenditures of the majority representative for its most recently completed fiscal year. The statement shall set forth the major categories of expenditures and shall also identify expenditures of the majority representative from dues which are in aid of activities or causes of a political or ideological nature only incidentally related to the terms and conditions of employment or applied toward the cost of benefits only available to non-members of the majority representative.

(2) A copy of the demand and return system established by the majority representative pursuant to law, including instructions to persons paying the representation fee in lieu of dues as to how to request review of the amount assessed as a representation fee in lieu of dues.

(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 of 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.

(5) PANJ 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 or his/her designee.

6. **Judiciary and State of New Jersey Hold Harmless**

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

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

7. **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 9

HOURS OF WORK AND OVERTIME

Overtime

1.

A. Overtime shall consist of time worked in excess of the regular full-time workweek or workday. For the purposes of overtime, all paid time, whether worked or unworked, shall be regarded as worked time.

B. Employees shall be paid for authorized overtime at the rate of time-and-a-half, consistent with the Administrative Code.

C. Overtime shall be taken in compensation time or cash. At the employee's request, the supervisor will make note of the employee's preference for overtime payment, either in cash or compensation time. However, the final decision as to the method of compensation in each situation rests solely with the Judiciary, which shall make the determination and communicate it to the employee no later than two weeks from the time that the overtime is worked.

Reporting Time

2.

Probation Officers assigned to offender supervision generally have a particular assignment known as reporting time ("reporting time") whereby they regularly work scheduled extra hours in the evening or on weekends for the purpose of supervising clients or for certain special programs. This includes the PASS Program or similar programs for supervising community service people, and regular evening work whereby probationers report to a Probation Officer in his or her location. Existing practices in the counties as to such "reporting time" shall be exceptions to the premium pay overtime requirement unless the existing practice calls for premium pay. The Association maintains that the Letter of Agreement prohibits changes in this practice without agreement and/or completion of the negotiations process, relying in part on paragraph 12b as well as other paragraphs. Any agreement made here is without prejudice to the Association's position in this regard and without prejudice to the Judiciary's position on such issues as well. If the Association believes that the Judiciary is acting in a fashion that is inconsistent with its position, then its position in these issues may be submitted by the Association to the appropriate standing arbitrator under the grievance procedure for a final binding determination prior to implementation of any change. Notwithstanding this, there will be no such change attempted by the Judiciary on or before November 1, 1996 after at least 30 days prior notice as to Middlesex County and on or before January 1, 1997 after 30 days prior notice as to any other county if there is no settlement with the Association on all monetary re-opener issues.

3. **Hours of Work**

- A. Current work schedules shall be maintained, except as otherwise provided. Current work practices such as the following, shall continue: established breaks, meal periods, and beeper pay.
- B. The full-time work week shall be understood to be 35 hours, except where the current local practice is otherwise.
- C. The Judiciary may permit flextime or alternative workweek schedules to accommodate operational needs, provided participation by employees is voluntary. Flex-time and alternative work week options will be developed by the Judiciary in consultation with the Union.

ARTICLE 10

TERM OF AGREEMENT INCLUDING REOPENER PROVISIONS
AND NEGOTIATIONS PROCEDURES

A. Term of Agreement

The term of this Agreement shall be January 1, 1995 to June 30, 1999, subject to the reopener provisions as hereinafter set forth.

B. Reopener Provisions and Miscellaneous

1. Base pay wage increases for January 1, 1995 to June 30, 1996. The parties acknowledge that they have negotiated base pay wage increases at a cost of 3% of the annual payroll for employees in the unit, as of January 1, 1995, and 1% of the annual payroll for employees in the unit as of January 1, 1996. The actual pay increase as of January 1, 1995 have been reduced to a dollar amount for two groupings of employees, namely Senior Probation Officers, and Probation Officers and other titles which are in the unit. The amount of these base pay wage increases are set forth in Appendix A as to the 3% raise and Appendix B as to the 1% raise. As to the 3% raise, Senior Probation Officers on January 1, 1995, shall each receive \$1,172.97 in base pay and Probation Officers and "other" shall each receive \$869.80 all as set forth in Appendix A. The 1% raise in base pay which varies from a low of \$380.56 to a high of \$500.74 for Senior Probation Officers retroactive to January 1, 1996 and from a low of \$248.62 to a high of \$348.62 for Probation Officers and "other" retroactive to January 1, 1996, all as set forth on Appendix B for Senior Probation Officers.

C. Reopener

The parties shall continue negotiations for monetary adjustments including salaries for the period July 1, 1996 to June 30, 1999 and for other terms and conditions of employment. The period July 1, 1996 to June 30, 1999 shall be known as the Reopener Period. Except as provided hereinafter as to the position the Association may take during the Reopener Period, matters specifically provided for herein shall not be changed during that period.

DESIGNATION OF FUNDS FOR SALARY ADJUSTMENTS DURING REOPENER

The Judiciary shall provide funds through its budgetary process to be used for monetary adjustments which may include salaries or increments or other such adjustments during the Reopener Period. At a minimum, this shall include the following:

- (1) Base Salary Adjustments Per State Settlement Formula. Two Thousand Six Hundred Twenty-Five (\$2,625.00) Dollars times the number of employees in the negotiating unit covered hereunder as of July 1, 1997 and July 1, 1998 (as hereinafter set forth) which the Judiciary shall provide for its budgets for those fiscal years available as annualized base salary adjustments. The foregoing amount is consistent with negotiated settlements between the State of New Jersey and various employee unions. The amounts are calculated as follows: \$840 on July 1, 1997, \$420 on January 1, 1998, \$840 on July 1, 1998, and \$525 on January 1, 1999. The actual distribution of such funds is subject to negotiation and may result in individual employees not receiving these specific amounts provided, however, that overall distribution shall be not less than the total of these amounts.
- (2) Other Salary Adjustments. A minimum of 1% of the annual payroll for employees in the unit as of July 1, 1996, July 1, 1997, and July 1, 1998 shall be provided for by the Judiciary in its budget for those fiscal years by way of base pay calculations to be available for payments in addition to any other amounts set forth herein. The actual distribution of these amounts is subject to negotiations. They may not be the same for all employees although the overall distribution shall not be less than these amounts. The foregoing amounts are based upon the costs for State employees increments even though the actual amounts may be less than those increments; these amounts are minimum amounts and may be used in connection with an increment system or in connection with other payments to be negotiated.
- (3) The amounts set forth above shall be considered the minimum and shall not include payments to employees as a result of promotions, changes of titles, creation of new titles or designations such as Master Probation Officer, all of which shall be over and above the salary called minimum.
- (4) In addition to the foregoing and subject to negotiations as to manner of distribution, there shall be available a one time off base payment of \$250 times the number of employees in the bargaining unit, as of April 1, 1997.
- (5) All retroactive payments shall be pro rated as to employees on the payroll as of June 1, 1996 as well as any employee who retires or dies between January 1, 1995 and June 24, 1996.
- (6) The provisions herein do not prohibit the Judiciary from paying more than the total of the amounts referred to above. The parties may agree to shift the foregoing amounts into areas other than those which are described above.

D. The Association may maintain during the Reopener Period, that the unit in question should include, primarily four basic titles which are: Probation Officer, Senior Probation Officer, Master Probation Officer and Senior Probation Officer With Expanded Duties who

The Association reserves the right in the Reopener Period to seek to negotiate binding arbitration in all areas where it is not available in this Article to any employees represented by the Association, consistent with the Letter of Agreement.

Consistent with the Letter of Agreement, the parties shall negotiate in good faith on all matters presented for negotiations and shall be subject to the rules and regulations of the Public Employment Relations Commission, and other requirements of the New Jersey Employer-Employee Relations Act.

The parties shall enter into collective negotiations concerning a successor Agreement to become effective on or after July 1, 1999 for which such negotiations shall commence no later than January 1, 1999.

The Agreement shall be renewed from year to year thereafter subject to law and subject to negotiations for a successor Agreement.

Clauses related to hours of work, reporting time, overtime work, special pay for hours of work, additional payments for certain types of work and other such terms may also be the subject of negotiations during the Reopener Period. In addition, the Association shall have the right to re-open this Agreement as to any matter which was obtained by another unit of judicial employees which may be appropriate for the unit represented by the Association.

Other Provisions.

are all in the classified service, but without any loss of pay or status as to any titles currently represented by the Association. In addition, the Association may maintain during this Reopener Period that there shall be automatic movement and pay increases after service of 3 years, from Probation Officer to Senior Probation Officer; after minimum years of service, to be determined there shall be eligibility for promotion from Senior Probation Officer to Master Probation Officer and to Senior Probation Officer With Expanded Duties. In addition the Association may maintain that as to the foregoing, there shall be ranges established with automatic movement or increments similar to automatic movement or increments provided to other employees of the State of New Jersey with steps in increments similar to those now received by Parole Officers. The Association also may maintain during the Reopener Period that there shall be binding arbitration of minor discipline, and that the grievance procedure definition shall be expanded to include any complaints. In addition, the Association may seek to obtain during this Reopener Period proposals which it has made but which not completed as to negotiations including but not limited to proposals entitled as follows: "Additional Association Rights," "Automatic Movement of Probation Officer After a Minimum of Two Years to Senior Probation Officer," and other provisions. In addition, the Association may maintain that it may seek to negotiate the terms and provisions of any performance evaluation system in any manner not specifically covered in this Agreement.

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3.

H. Salary Equalization

The Judiciary is committed to work toward the equalization of salaries among similarly situated employees and will work with the Association to pursue these goals. The Association will also work with the Judiciary in respect to its commitment of total quality service.

HEALTH BENEFITS, PRESCRIPTION DRUG, AND VISION CARE PROGRAM

ARTICLE II

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 on or about September 1, 1996 through June 30, 1997, judicial employees in the bargaining unit, hired before the ratification date of this Agreement with a base annual salary of \$50,000 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 \$50,000 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) Effective July 1, 1997, 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.

(e) Effective on or about September 1, 1996, 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.

(f) Subject to enabling legislation, 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.

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 assure uninterrupted medical coverage. The Advisory Committee shall decide on what advice and recommendations will be made in determining the following issued:
- (1) County-by-county problem solving In-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 elected 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 units, 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.

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.

4. Prescription Drug Program

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.

5. Vision Care

The State's vision care reimbursement plan shall be reinstated for all eligible employees retroactive to July 1, 1995.

ARTICLE 12

IDENTIFICATION CARDS

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

ARTICLE 13

DISCIPLINE

A. The terms of this Article shall apply to all employees represented by the Association unless otherwise stated.

B. Discipline of an employee shall be imposed only for just cause. Discipline is all negative action as to an employee from reprimand, reassignment for express disciplinary reasons, to fine, suspension or removal.

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

D. Records of disciplinary proceedings or any material relating thereto shall not be placed in any personnel file of an employee or used or disclosed in any other fashion by the Judiciary until after the disciplinary proceeding and any appeal therefrom is finally adjudicated.

E. General Provisions

1. The Judiciary shall, upon request and with written consent of the disciplined party, make available promptly for the Association, appropriate information in the Judiciary's possession which the Association requests or needs to properly represent the disciplined party.

2. Neither the employee nor the Association or its representatives shall be coerced, intimidated or suffer any reprisal as a direct result of the use of the disciplinary procedure.

3. Where the Judiciary imposes or intends to impose discipline and prior to its imposition, written notice of such discipline shall be given to the employee and to the Local Union. Such notice shall contain complete specifications of the nature of the charge, including a description of the alleged act or acts upon which the charge is based, including the date and times of said act, and of persons present. The nature of the discipline sought shall also be set forth. The Union shall provide the Judiciary with the identity of the official of the Local who is to receive such notices.

4. An employee shall receive a hearing with regard to such discipline providing that such request is made within fourteen (14) calendar days of receipt of the notice of such discipline. The Trial Court Administrator or his/her designee shall convene a hearing within twenty (20) calendar days after receipt of such request for a hearing and shall render a written decision within twenty (20) calendar days after the completion of the hearing. The hearing officer shall conduct the hearing in a manner

which allows the parties separately to fairly present the case and such officer shall not be a witness or party in the proceedings. One person shall serve as the spokesperson for the employee and one person shall serve as the spokesperson for the Judiciary. The location of the hearing shall be in a separate room where attendance shall be limited to appropriate participants. Hearings shall be private. Disciplinary proceedings including hearings shall be confidential unless otherwise set forth herein. A hearing shall include the right to examine and cross-examine witnesses, and to require the production of relevant records, information and witnesses.

5. There shall be no suspensions pending hearings except where it is determined that an employee is a hazard to any person if permitted to remain on the job or that an immediate suspension is necessary to maintain the health, safety, or order to effective direction of public services or as otherwise may be authorized by the Administrative Code.
 6. Where a suspension is immediate, the employee and the Union must first be apprised either orally or in writing of why an immediate suspension is sought, the charges and general evidence in support of the charges, and provided with sufficient opportunity to review the charges and the evidence in order to respond to the charges. (The employee is entitled to a hearing on the issue as to whether or not there should be an immediate suspension).
 7. Nothing contained herein shall limit the rights of permanent career services employees or others pursuant to Department of Personnel rules, including rules with regard to disciplinary appeals to the Merit System Board. Such appeals must be received by the Merit System Board within twenty (20) days after the date of receipt of the final decision of the Judiciary. The Merit System Board's Laws and the rules and regulations promulgated thereunder shall govern the disposition of such an appeal.
- F. When a final determination of innocence is rendered through a decision arising out of hearing, whether before the Judiciary or the Merit System Board, the employee initially disciplined if that is the case, shall not be recharged with discipline on matters arising out of the same facts that the initial discipline was based upon.
- G. Where criminal charges are initiated, the right of an employee to representation by his attorney shall not be denied.
- H. **Miscellaneous Provisions Regarding Discipline.**
1. The parties will work toward the development and implementation of discipline that is uniform throughout the Judiciary and the vicinages so that the standards for

discipline and the imposition of discipline shall not vary from vicinage or county to county. In addition, the concept of progressive discipline shall be followed. Where the Union identifies specific situations where different standards are implemented for the same offense, the Judiciary will immediately take steps to reconcile the difference.

2. If the Association feels that the provisions regarding disciplinary procedures are violated, it may make use of the grievance procedure or, in addition, have immediate access to the Administrator or the Administrator's designee who shall immediately convene a meeting as to such claim and may grant immediate relief involving such claim. The identity of such person in the Administrator's office who shall be available to the Association at all times, shall be provided in writing to the Association.

3. If a charge or claim of misconduct is made by the Judiciary against an employee, the employee shall be entitled to a representative of the Association as a witness or as an advisor during any interrogation of the employee or meeting with the employee concerning such charge or claim. No recording of such proceedings shall be made without notification to the employee. If a recording is made, the employee and/or the Association may request and receive a copy of such recording. The employee or the Association with the employee's written consent shall immediately receive all information in the possession of the Judiciary including statements of persons making the claim, identification of such persons, and all written information regarding the claim. There shall be no presumption of guilt.

Where an employee is interrogated during the course of a formal investigation, the nature of any contemplated charges shall be made known to the employee who shall be advised of the nature of these charges in addition to the information required in the preceding paragraph and shall be entitled, as aforesaid, to have a representative of the Association present as a witness or as an advisor during any interrogation or meeting concerning such charges.

4. An employee shall not be disciplined or punished for acts which were known to the Judiciary more than one year prior to the service of a notice of a disciplinary charge except those which would constitute a crime.

5. Either party may make a verbatim record of such hearing through a certified shorthand reporter, or a tape recording. Such record is to be made at the expense of the party who requests it. However, if both parties want a copy of the transcript, the cost of the transcript and the reporter shall be shared equally. The Association shall have the right to have representatives present at all meetings or hearings regarding discipline and to receive advance notice of proposed discipline.

6. The union steward and the union officer where reasonable, along with the union designated attorney or non-employee representative and the employee being disciplined and any necessary non-cumulative witnesses shall have the right to be present at disciplinary hearings. The union steward and union officer and employee being disciplined and witnesses shall also have reasonable amounts of time off without loss of pay to appear at meetings and hearings involving the discipline, provided however, that where meetings are outside of the vicinage in which the discipline is being considered, time off to attend such meetings shall be taken with the consent of the other vicinage, which consent shall not be unreasonably withheld. The union steward and union officer shall have the right to use employer facilities and equipment in this regard, reasonable and subject to availability, with reasonable notice given where appropriate. Disciplinary hearings and meetings shall be held during working hours unless mutually agreed otherwise. This time off shall include necessary travel time. An employee witness at a hearing shall be produced and have time off without loss of pay including travel time to appear at such meeting or hearing, and to be interviewed in preparation therefore.
7. Any hearing involving discipline shall be conducted and determined by an impartial hearing officer designated in accordance with this Article, who is not personally involved in the facts of the dispute or otherwise involved in a matter which could negatively impact upon such officer's ability to be impartial.

GRIEVANCE PROCEDURE

Section 1. Grievance Definitions and Procedures

1. A grievance is any dispute between the parties concerning the application or interpretation or a claimed breach of the terms of this Agreement (contractual grievance); or

2. A claimed violation, misinterpretation or misapplication of rules and regulations, existing policies, orders, letters or memoranda or agreements, but not the December 28, 1994 Letter of Agreement and the statements in the November 20, 1994 letter from Theodore J. Fetter of the Judiciary to David Fox concerning the establishment and implementation of the title of Master Probation Officer, and other matters, administrative decisions, or laws applicable to the Judiciary, and policies applicable to the grievant dealing with terms and conditions of employment which are not included in (1) above, as well as disputes or complaints concerning policies or administrative decisions (non-contractual grievance).

3. All grievances are subject to this procedure, except that arbitration shall not be available for non-contractual grievances.

PRELIMINARY PROCEDURE. A complaint or grievance may be initially presented orally to the immediate supervisor, and resolved at that level. This procedure is optional and must be concluded within five (5) working days.

Step 1.

The complaint or grievance shall be presented in writing to the Division Manager or Chief Probation Officer within thirty (30) calendar days from when the grievant knew or should reasonably have known of the action being grieved.

A meeting shall be scheduled between the grievant and the Division Manager or Chief Probation Officer or their designee within ten (10) working days of receipt of the complaint or grievance. A written disposition of the complaint or grievance shall be given to the grievant within five (5) working days of the meeting. A copy of the disposition shall be forwarded to the Union and the Administrator of Employee Relations of the Administrative Office of the Courts.

The Union shall be immediately notified by the employer of all written complaints or grievances. Union consent is needed to resolve

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

Step 2. If the complaint or grievance is not resolved at Step 1, the grievant or the Union may, within ten (10) working days of receipt of the disposition of Step 1, or if no disposition or decision has been made within fifteen (15) working days of presentation of the Step 1 complaint or grievance, submit the grievance in writing to the Trial Court Administrator or his/her designee. A copy of the appeal shall be forwarded by the Trial Court Administrator to the Union and to the Administrator of Employee Relations of the Administrative Office of the Courts ("Administrator").

A meeting or hearing to be determined by either party between the TCA and his/her designee and the grievant shall be scheduled within ten (10) working days of receipt of the appeal. A written disposition of the complaint or grievance shall be given to the grievant and the Union within ten (10) working days of the meeting or hearing. A copy of this disposition shall be forwarded to the Administrator of Employee Relations of the Administrative Office of the Courts.

Step 3. If the complaint or grievance is not resolved at Step 2 of this procedure, then the Union, or the grievant with the consent of the Union may, within ten (10) working days of receipt of the disposition of Step 2, 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, submit the complaint or grievance to the Administrator. A hearing shall be scheduled by the Administrator, unless waived by the Union, within twenty (20) calendar days of receipt of the appeal. The Administrator shall assign a hearing officer and shall render a disposition of the complaint or grievance within fifteen (15) working days after the hearing.

Step 4. Arbitration

A. If a contractual grievance is not satisfactorily resolved at Step 3, then arbitration may be requested only by the Union through its designee within forty (40) calendar days from the date the Union received the Step 3 decision or within sixty (60) working days of the submission of the appeal, and/or forty (40) working days from the date on which the Step 3 decision was due.

D. The arbitrator shall hold the hearing at a time and place convenient to the parties within forty-five (45) calendar days of his acceptance to act as arbitrator and shall issue his decision within thirty (30) working days after the close of the hearing.

C. The arbitrator shall conduct a hearing to determine the facts and render a decision in writing to the parties. The arbitrator shall not have the power to add to, subtract from, or modify the provisions of this Agreement or laws of the State, or to determine any dispute involving the exercise of legally non-negotiable management function not waived, and shall confine his/her decision solely to the interpretation and application of this Agreement. The arbitrator shall be confined to the precise issues submitted for arbitration and shall have no authority to determine any other issues not so submitted, and the arbitrator shall not submit observations or opinions which are not essential in reaching the determination of the issues presented. The award of the arbitrator shall be final and binding consistent with applicable law and this agreement. The fees and expenses of the arbitrator shall be divided equally between the parties, and any other cost of the arbitration proceeding, including the cost of recording, shall be borne by the party incurring the cost. If arbitrability of a grievance or the ability of an arbitrator to determine a particular matter is at issue, jurisdiction to resolve the issue shall rest solely with the arbitrator, provided however that either party may submit an appropriate issue in this regard to the Public Employment Relations Commission if the submission is made no later than twenty (20) days after the request for arbitration.

B. The parties herewith agree upon the following panel of arbitrators: Robert Glasson, Jeffrey B. Tener, and James Mastiani. 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.

Section 2

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

1. The purpose of this procedure is to secure at the lowest possible level equitable solutions for the problems which may arise from time to time affecting the Judiciary and Judicial employees.
2. The number of days indicated at each level shall be considered the maximum and every effort shall be made to expedite the process. The time limits specified may be extended by mutual written consent, which shall not be unreasonably denied.
3. Unless otherwise provided herein, a grievance may be submitted by the Union, or by its designated representative on behalf of the Union or an employee or a group of employees. 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 Administrator which consent shall not 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.
4. An individual employee involved shall be entitled to be present and to use the grievance procedure at Steps 1 and 2, and at other steps with the consent of the Union and to be represented by the Union in accordance with the provisions hereof. Neither the employee nor the Union shall be coerced, intimidated or suffer any reprisal as a direct or indirect result of the use of the Grievance Procedure or representation during the Grievance Procedure.
5. Unless otherwise provided herein, a grievant may represent himself/herself throughout this procedure. In such case, the Union shall have the right to be present, to state its views at all steps of the grievance procedure and to receive all dispositions of the grievance.
6. Nothing in this Agreement shall be construed as compelling the Union to submit a grievance to arbitration or to represent an employee, except as mandated by law. The Union's decision to request the movement of a grievance at Steps 3 and 4 or to terminate the grievance at Steps 3 and 4 shall be final.
7. The Judiciary shall, upon request, make available to the Union appropriate information in its possession which the Union needs to properly represent the grievant and shall make this information available promptly.

The Union steward is defined as the local Union representative in the County. The Union official is defined as the statewide Union representative. The Union steward, Union official, or Union designated attorney, or non-employee representative, along with the grievant and any necessary witnesses designated by the Union, shall have the right to be present beginning at Step 2 of the Grievance Procedure and thereafter. The grievant and the Union steward and a non-employee representative of the Union shall have the right to be present at Step 1. Notwithstanding this, the Union may limit the right of a specific grievant to be present at any step other than Step 1. The Union steward and Union officer (except at Step 1 unless the Union officer is involved with the consent of the Judiciary) and the grievant shall have time off without loss of pay in reasonable amounts, limited however, at Step 1 only, to one hour per person except for extraordinary situations, to investigate grievances and to interview witnesses. The Union steward and Union officer and grievant and witnesses shall also have reasonable amounts of time off without loss of pay to appear at meetings and hearings involving the complaint or grievance. The Union steward and Union officer shall have the right to use employer facilities and equipment in this regard, reasonably and subject to availability, with reasonable notice given where appropriate. Grievance hearings or meetings shall be held during normal working hours unless mutually agreed otherwise. If mutual agreement is reached to hold a grievance meeting or hearing outside of normal working hours, that agreement may include a provision for compensatory time equal to the additional time required, but such time shall not be considered time for the

Section 3

Time Off for Grievances

8. Where the subject of a grievance is emergent in nature or where it is appropriate, and where the parties mutually agree, the grievance may be initiated or moved to any step of the Grievance Procedure without a hearing at a lower step.
9. Grievance decisions at Step 1 and Step 2 shall not constitute a precedent in any arbitration or other proceeding unless there is specific agreement to that effect made in writing by the Union and by the Administrator.
10. The Union may amend a grievance at Step 2 for the purpose of clarification but not to materially alter the nature of the grievance.
11. All documents, communications or records dealing with the processing of a grievance shall be filed in a separate Human Resources grievance file and not in the Human Resources personnel file of any of the participants unless they originated in that file.
12. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations and other necessary documents shall be prepared jointly by the employer and the Union and given an appropriate distribution so as to facilitate operation of the Grievance Procedure.

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

Section 5 **Miscellaneous**

A hearing shall include the right to examine and cross-examine witnesses to require the production of relevant records, information and witnesses which shall not be cumulative and to make a verbatim record at the expense of the party making it. The hearing officer shall conduct the hearing in a manner which allows the parties separately to fairly present the cases and such officer shall not be a witness or party in the proceedings. If both parties desire a transcript, the cost of the transcript shall be shared equally.

The Association reserves the right in the Reopener Period to negotiate concerning binding arbitration of non-contractual grievances and minor disputes.

Unless specifically altered by this Agreement, provisions of the prior Contracts covering employees in the bargaining unit, as well as practices relating thereto, as well as the Letter of Agreement entered into between the Judiciary and its employee representatives on December 28, 1994, shall remain unchanged.

MAINTENANCE AND TERMS AND CONDITIONS OF EMPLOYMENT

ARTICLE 15

ARTICLE 16

MANAGEMENT RIGHTS

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.

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.

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.

No lockout of employees shall be instituted or supported by the Judiciary during the term of this Agreement.

NO STRIKE, NO LOCKOUT

ARTICLE 17

ARTICLE 18

HOLIDAYS

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

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

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.

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.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to affix their signatures hereto this 21st day of August, 1996.

PROBATION ASSOCIATION OF
NEW JERSEY

NEW JERSEY STATE JUDICIARY

Steph P. Chute Proctor

Joseph M. ...

Stephen J. ...

Est. a. ...

James Anthony ...

John ...

[Signature]

Henry M. ...

William J. McGrath

John ...

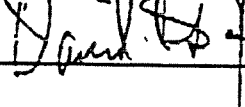
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Side Letter between PANJ and the New Jersey State Judiciary as to Case-Related Professional Unit Contract

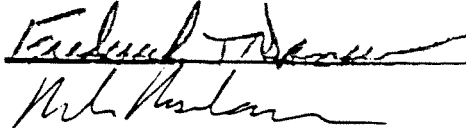
Article 1(D). Preservation of unit work is changed to set forth an exception as follows: Those employees in the title Probation Investigator who now perform in child support what is referred to as Federal Law Title 4D work, may continue to perform such work even though it is work customarily performed by probation officers in many counties.

Article 7. Subject to the advance agreement of PANJ, which shall not be arbitrarily withheld, in the Phase II negotiations as to applicability on a county by county basis, certain limited numbers of Probation Officers for whom promotional opportunities to Senior Probation Officer have been unavailable may be eligible for movement to Master Probation Officer.

Probation Association of New Jersey



New Jersey State Judiciary



MEMORANDUM OF AGREEMENT RE: OFFICE SPACE FOR PRESIDENT

President's office space shall be provided in the building in Monmouth County where the President currently works, as has been agreed upon by the parties, in a separate room exclusively for his use, the dimensions of which are approximately nine or ten feet by nine or ten feet. The room will be prepared in a fashion for his use so that it will have a door with a window, be fully enclosed and private, and be suitable for President's use not only as President of PANJ but for the performance of his regular duties in his title. PANJ will provide a separate telephone for its use and the Judiciary will provide a separate telephone for business use. The past practice will be followed in connection with the use of either telephone in connection with telephone calls and the payment therefore by the Judiciary or by PANJ. The past practice with regard to the use of the room for PANJ affairs or interrelated PANJ - Judiciary affairs will also be followed. On and after December 31, 1996 or sooner, whenever the location presently occupied by the Judiciary and where the President is employed is changed, the Judiciary at the new location will use its best efforts in cooperation with the Association and the President, to provide self-contained private quarters for the President for his use full time and with telephones as aforesaid, but meaningfully better, with adequate facilities for the performance of the President's duties as President of PANJ and for his regular work duties. There will be space and privacy enabling the President to communicate with the members of PANJ by telephone and in person in the office with adequate space and conditions for these functions of the President to be satisfied.

APPENDIX A

Titles in Case-Related Professional Unit

Wage Increases for Each Employee in the Unit as of January 1, 1995, including
Senior Probation Officers and Other Employees in the Unit

APPENDIX B

APPENDIX C

Wage Increases for Each Employee in the Unit as of January 1, 1996, Including Senior Probation Officers and Other Employees in the Unit

CASE RELATED PROFESSIONAL UNIT

**COMPENSATION PLAN FOR JUDICIARY
EMPLOYEES IN THE CASE RELATED PROFESSIONAL UNIT**

THIS AGREEMENT is entered into between the New Jersey State Judiciary (herein "the Judiciary" or the "Employer") and the Probation Association of New Jersey (herein "the Union" or "PANJ");

WHEREAS, the Judicial Employees Unification Act provides in part that the Judiciary in consultation with the Department of Personnel shall establish a compensation plan for Judicial employees; and

WHEREAS, said Act further provides that the Commissioner of the Department of Personnel shall prepare a proposed compensation plan for Judicial employees on or before September 30, 1997 after taking into consideration any previously negotiated compensation plan between the Judiciary and PANJ; and

WHEREAS, said September 30, 1997 date was extended to December 15, 1997 for submission by the Judiciary of its compensation plan; and

WHEREAS, the Judiciary and PANJ have entered into a collective negotiations agreement covering the period January 1, 1995 to June 30, 1999, subject to the reopener provisions set forth in the Agreement; and

WHEREAS, the reopener provisions provide that negotiations between the parties concerning salaries and other terms and conditions of employment shall continue; provided that salary negotiations are to be conducted within the parameters set forth in Article 10 of the Agreement; and

WHEREAS, Article 10 provides for the establishment of an amount of funds for salary adjustments for the reopener period of July 1, 1996 to June 30, 1999, subject to negotiations as to the manner of distribution; and

WHEREAS, the Judiciary and PANJ have now reached an Agreement concerning a compensation plan for Case Related Professional employees that includes the obligation to negotiate concerning the distribution of those funds for the reopener period of July 1, 1996 to June 30, 1999 which Agreement is subject to approval by the Judiciary and ratification by the covered employees, and the negotiating committees unanimously agree to recommend such approval and ratification:

NOW, THEREFORE, in consideration of the mutual covenants and undertakings herein set forth, the parties agree as follows:

1. The funds designated for salary adjustments during the reopener as set forth in Article 10, Paragraph C of the Agreement between the parties shall be distributed

during the term of the reopener (July 1, 1996 through June 30, 1999) as follows:

A. Effective as of pay period fourteen of calendar year 1997 which ends on July 4, 1997, all employees in this unit will receive a per annum adjustment of \$840.00 added to base salary and will be grouped in the following salary ranges, except that employees whose salary is less than minimum shall receive no salary adjustment other than the \$840.00.

JUDICIARY
SALARY RANGES

<u>GROUP</u>	<u>SALARY RANGES</u>
Basic	\$27,215 to \$47,215
Journey	\$34,215 to \$58,215
Mastery	\$38,215 to \$62,215

B. Effective in pay period two of calendar year 1998 which ends on January 16, 1998, all employees in this unit will receive a per annum adjustment of \$420.00 added to base salary and will be grouped in the following salary ranges except that employees other than employees in the Basic Group whose salary level is less than the minimum shall receive no salary adjustment other than the \$420.00:

JUDICIARY
SALARY RANGES

<u>GROUP</u>	<u>SALARY RANGES</u>
Basic	\$27,635 to \$47,635
Journey	\$34,635 to \$58,635
Mastery	\$38,635 to \$62,635

All employees including newly hired employees in the Basic Group whose salary level is less than the minimum (\$27,635) after application of the \$420 shall also receive the amount required to bring the employee's salary to the minimum effective in pay period two of 1998.

C. Effective in pay period fourteen of calendar year 1998 which ends July 3, 1998, all employees in this unit will receive a per annum adjustment of \$840 added to base salary and will be grouped in the following salary ranges except that those employees whose salary level is less than the minimum shall receive no salary adjustment other than the \$840.00:

<u>GROUP</u>	<u>JUDICIARY SALARY RANGES</u>
Basic	\$28,475 to \$48,475
Journey	\$35,475 to \$59,475
Mastery	\$39,475 to \$63,475

- D. Effective in pay period two of calendar year 1999 which ends on January 15, 1999, all employees in this unit will receive a per annum adjustment of \$525.00 added to base salary and will be grouped in the following salary ranges:

<u>GROUP</u>	<u>JUDICIARY SALARY RANGES</u>
Basic	\$29,000 to \$49,000
Journey	\$36,000 to \$60,000
Mastery	\$40,000 to \$64,000

E. EQUALIZATION COMPONENT OF COMPENSATION PLAN

- (1) Employees at the Basic level in this unit with one (1) or more years of service in title as of July 1, 1997 will be grouped according to years of service in title and all employees at the Journey level in this unit will be grouped according to years of service in title. The average salary for each group will be calculated and all employees below this level will be brought up to that amount for purpose of determining a portion of the amount of equalization payment to which employees will be entitled. The resulting salary will then be placed into the consolidated salary schedule as shown below to determine the balance of equalization payment. The difference between this new salary and the employee's current salary will be divided by \$2,000.00 to determine the number of years required to achieve equalization. All employees except employees at the Basic level with less than one year of service as of July 1, 1997 who are above the average salary for each group shall be placed in the full salary schedule at the level of their salary or the next higher level if their salary does not correspond to a particular level on the salary schedule to determine the amount of equalization payment, if any, to which these employees are entitled. A full salary schedule effective as of June 30, 1997 is attached as Exhibit A. The first equalization payment will be \$2,000.00 plus any additional amount up to, but not more than, an additional \$1,999.00 required to round any balance

- (a) The first equalization payment shall be made in pay period eight of calendar year 1998 which ends April 10, 1998.
- (b) The second equalization payment shall be made in pay period nineteen of calendar year 1998 which ends on September 11, 1998.
- (c) Additional equalization payments, if any, shall be made annually in the first pay period of September starting in September of 1999.

The payment of equalization proceeds shall be made in accordance with the following schedule:

SPOs			POs		
Years	New Salary in Range	Step in Range	Years	New Salary in Range	Step in Range
1-4	\$30,375	2	<=1	\$37,375	2
5-7	\$32,375	3	2-4	\$39,375	3
8	\$34,375	4	5-7	\$41,375	4
9-10	\$36,375	5	8-10	\$45,375	6
>10	\$40,375	7	>10	\$51,375	9

- (2) Equalization payments remain with an employee after promotions.
 - (3) Probation Officers who are promoted (or designated for promotion [see list on Schedule B] between July 1, 1997 and December 31, 1997) shall receive the payments referred to above, or shall receive an equalization payment calculated with a Senior Probation officer average salary of \$33,375 as set forth on Exhibit A, whichever is higher.
- The following consolidated salary schedule shows this equalization plan:
- into installments of \$2,000.00 which shall be allotted annually thereafter.

F. **INEQUITIES AND OTHER MATTERS**

- (1) No one shall be disadvantaged as a result of equalization pay or because of a promotion. By way of example and for equalization purposes only, a Senior Probation officer with more than ten years of combined service as Probation Officer and Senior Probation Officer should not receive less than \$40,375.
- (2) There shall be established an advisory committee of four consisting of equal numbers from the AOC and from PANJ to deal with the correction of any inequities which may result from the institution of this new Compensation Plan. Recommendations for resolution of established inequities shall be made to the Administrative Director of the Courts by the committee within six (6) months from the date of ratification and approval of this Agreement.

2. **SALARY PROGRESSION**

- A. Salary progression shall be based upon the following three factors:

Competence
Time on the Job
Performance

B. **Movement Within Levels of the Broad Bands**

- (1) Effective in pay period two of calendar year 1999, employees in this unit who are not at the maximum salary for their level shall receive in base pay a salary progression payment of \$1,000.00 for Time On The Job and shall be eligible for an additional \$1,000.00 in base pay for Quality Performance, provided no such payment shall result in an employee's base salary exceeding maximum.
- (2) In addition to Quality Performance, employees shall also be eligible for Exceptional Performance pay in an amount of not less than \$750.00 nor more than \$1,000.00 which shall be an off base payment in recognition that this Agreement represents the initial Performance Based Pay Adjustment Program for the unified Judiciary in New Jersey. The amount of Exceptional Performance Pay shall be uniform within a vicinage with regard to all eligible employees in that vicinage.

Movement under this category will be based upon relevant employment factors including time on the job, results of performance evaluation and adequate demonstration of

(a) Movement to Journey

Subject to applicable provisions of the Administrative Code as well as the provisions of the Judiciary Classification and Compensation Program, and available positions being established or the minimum number of available positions required as set forth below, employees shall be eligible for movement to Journey Level and to Master Level in accordance with the following provisions:

(1)

From Journey Level To Master Level

Movement Within Broad Band From Basic Level To Journey Level And

C.

The Performance Appraisal Program is attached as Exhibit B. Procedures to be implemented in connection with the Performance and Competence based program, including appeal procedures from unsatisfactory evaluations are set forth as Exhibit B-1 and B-2.

(5)

If an employee receives an unsatisfactory evaluation, he/she will be reviewed again within a six month period to determine if the quality performance payment shall be paid, and if so, the payment shall be made at that time. If an employee is otherwise eligible for quality performance payment, he/she will not be denied the payment for disciplinary reasons except that discipline relating to performance will be a factor among the other factors set forth in Exhibit B that may affect performance evaluation.

(4)

Performance evaluation will begin on a trial basis in the January-March 1998 time frame with a follow up evaluation approximately six months thereafter. A performance evaluation will next be conducted by or before December 31, 1998 for purposes of determining the performance component of salary progression with payment to be made as of the second pay period in January 1999, and the performance evaluation program will continue each calendar year thereafter.

(3)

Effective in pay period two of calendar year 1999, after application of the salary progression payment, any employee in the Journey or Master Group who is not at the minimum salary level for that Group shall receive the amount required to bring the employee's salary to the minimum of the salary range in effect as of pay period two of calendar year 1999.

competency development required for Journey. The minimum length of service required under this category is five years at the Basic level except as hereinafter set forth, and all employees in this unit who satisfy the relevant employment factors shall be eligible for promotional consideration.

(b) **Movement to Master**

Movement under this category will also be based upon relevant employment factors that include time on the job, results of performance evaluation and adequate demonstration of competency development required for Master. The minimum length of service required under this category shall be five (5) years at the Journey level, or a combined ten (10) years at the Basic and Journey levels; and all employees in this unit who satisfy the relevant employment factors shall be eligible for promotional consideration. In addition, in exceptional circumstances, an employee with a minimum of ten (10) years service or more at the Basic Level may also be eligible for promotional consideration to Master in accordance with the relevant employment factors of performance evaluation and competency development.

(2) **Timing and Factors Involved in Movement are set forth as follows:**

PANJ seeks automatic movement from Probation Officer (Basic Level) to Senior Probation Officer (Journey Level) for all employees on existing Department of Personnel promotional lists and for all employees who have been in the title of Probation Officer for four years or more and for all employees with two or more years of service who qualify in accordance with existing Department of Personnel testing procedures, and seeks a salary increase in connection with such promotions. The Union also seeks movement from Senior Probation Officer (Journey Level) to Master Probation Officer (Master Level) and payment of a salary increase in connection with such promotions. The Union recognizes, however, that funding limitations created by its agreement with the Judiciary concerning equalization and the proposal for a Classification and Compensation Program for Judiciary employees preclude agreement to its proposals as such. Accordingly, the parties have reached a compromise on these important issues for the balance of this

(i) There shall be one hundred (100) employees selected as herein set forth from the list of employees deemed

(b) **Movement to Master**

Burlington County Probation Officers who applied and paid to take the Senior Probation Officer Exam will be able to take the exam and those who pass shall be deemed competent and shall be moved to the Senior Probation Officer title in accordance with the terms and provisions of this agreement. Those Probation Officers who fail the exam and who have nine (9) or more years of service during the rolling period may be eligible for movement to the Journey level in accordance with the competency based promotional program set forth in this agreement. (Exhibit C).

Employees who are currently on a Department of Personnel certified list for promotion to Senior Probation Officer are deemed competent for movement to Journey and shall be moved to Journey as of April 1, 1998. There shall be no additional salary adjustment made in connection with this movement to Journey. There shall be no additional salary adjustment made in connection with this movement to Journey. The issues of whether competency based movement to Journey shall continue to be automatic based upon required years of eligibility and the amount of compensation, if any, and funding for same to be paid in connection with such movement will be left for negotiations of a successor agreement beginning July 1, 1999.

(a) **Movement to Journey**

Agreement subject to the provisions set forth in Section C. (1)(a) and (b) and relative to these provisions which may be conducted in connection with negotiations in a future agreement, which is set forth as follows:

eligible as herein defined for promotion to Master P.O. in accordance with the provisions of Section C. (1)(b), "Movement to Master". Fifty (50) of those employees shall be selected and promoted no later than April 15, 1998, and the remaining fifty (50) shall be selected and appointed on or before June 15, 1998. As set forth herein, the range for such compensation shall be \$4,000 above the range for the Journey level. Upon promotion, there shall be a base annual salary adjustment in connection with the promotion in the amount of \$3,000.00 effective in pay period two (2) of calendar year 1998 which ends January 16, 1998 for those promoted as of April 15, 1998 and effective pay period fourteen (14) of calendar year 1998 which ends July 3, 1998 for those promoted as of June 15, 1998.

- (ii) Subject to available Master P.O. work, there shall be at least two (2) Master P.O.'s [but not less than (1)] established in each county and the remaining Master P.O.'s shall be distributed by the Employer with due consideration given to factors such as the prorated distribution of officers in each county compared to the total number of officers throughout the State, the requirements of existing and new programs in the various counties, including all Divisions.

The obligations of the Judiciary set forth in its November 19, 1994 letter have been met by the agreement above to create and fill 100 Master P.O. positions. Employees selected for Master P.O. shall have rights similar to the permanent rights of those in the title of Probation Officer or Senior Probation Officer except in circumstances where there is a voluntary reassignment out of the Master position.

- (iii) The titles set forth on Schedule A that are not in the Probation Services shall also be eligible for consideration of movement to Master in accordance with the applicable terms and conditions of this Agreement as set forth in Section C (1)(b), "Movement to Master", provided that any Master position filled in non-probation series titles will not

A. Normal work week for all employees covered by this Agreement shall be 35 hours per week within a five day work week and shall have a workweek designation of NE. The Judiciary reserves it right to schedule alternate work weeks within the provisions of the Administrative Code. For purposes of this contractual period, alternate work weeks as they relate to practices involving night reporting, supervision and special programs shall be limited

2. Effective February 2, 1998, the existing contract language concerning hours of work shall be modified as follows:

- (4) The Judiciary shall provide PANJ with the specific wage increase for each employee in the unit and with charts showing the concepts of equalization and movement within levels.
- (3) A Draft Competency Program is attached as Exhibit C.

Employees who perform work in designated programs and receive stipends rolled into base shall offset the value of such stipend against the promotional increase of three thousand dollars (\$3,000) provided for in connection with promotion to Master in the event such employee is promoted to Master, and where the promotional increase is offset by stipend in that case, the Master promotions will be in addition to the commitment for one hundred (100) Master Probation Officer positions during the term of this Agreement.

Employees in this unit who receive stipends (rolled into base) for performing work in designated programs shall maintain those stipends in base for the period of time that they continue to perform that work, but shall not receive such stipend if they cease performing the work. No stipend will be paid to employees who begin performing work in the designated program after ratification and approval of this Agreement. All employees performing such work shall be paid overtime where applicable in accordance with terms of this Agreement.

Master Probation Officer positions during the term of this agreement.
count against the commitment for one hundred (100)

to 30 hours per month which may include but shall not be limited to approximately 12 hours per month for night reporting and approximately 18 hours per month for work outside the standard workday/workweek and one Saturday or Sunday per month.

- B. Due consideration shall be given to issues of joint concern to the parties including safety, health, individual employee hardship and need for performance of service 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 workweeks 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.
- C. Schedules for alternate work weeks shall be issued 30 days in advance. In the event an employee is required to work additional hours beyond the established schedule then the employee at his or her option may voluntarily elect to flex the time or receive overtime consistent with the term of this agreement; unless work load demands prevent flexing the additional time and in which event the overtime provisions of this agreement shall apply.

Overtime for work performed in excess of 35 hours per week shall be at straight time up to 40 hours per week, except as otherwise provided for herein for "beeper" or "on call" duty, and time and one-half after 40 hours. Payment for all such overtime shall be in compensatory time or cash as determined by the employer.

Scheduling of Night Reporting remains a management prerogative, and prior practices of compensation for night reporting shall be eliminated and replaced by the provisions set forth in this Agreement. Effective March, 1998 existing compensation for special programs shall be eliminated and thereafter compensation for such programs shall be compliant with the terms of this agreement and the F.L.S.A.

3. In recognition of settlement of compensation plan for employees covered by this Agreement, the following matters currently pending between the parties are deemed settled and will be withdrawn or dismissed with prejudice.

A. Lawsuit Captioned:
Probation Association of New Jersey, et al. Plaintiffs, vs. Supreme Court of New Jersey, et al. Defendants: Board of Chosen Freeholders of Union County Third-Party Plaintiffs, vs. State of New Jersey, Third-Party Defendants. Filed in U.S. District Court, Civil Action 88-5037 (NHP).
 Notwithstanding the above, the parties shall continue negotiations over outstanding F.L.S.A. overtime owed to those employees whose claims have been submitted to the AOC by PANJ and which are still pending. Notwithstanding the above, the parties shall continue negotiations over outstanding F.L.S.A. overtime owed to those employees whose claims have been submitted to the AOC by PANJ and which are still pending.

B. Lawsuit Captioned:
PANJ, et al vs. State of New Jersey and Judiciary of the State of New Jersey filed in U.S. District Court for the District of New Jersey, Docket No. 97-3798(AET). To the extent this lawsuit includes the equal pay claims of supervisory employees represented in a separate bargaining unit, the parties agree to request that the court hold the litigation regarding these supervisory employees in abeyance pending resolution of contract negotiations for this separate bargaining unit.

C. Arbitration case captioned:

PANJ and The New Jersey State Judiciary, Docket No. RG-97-80 (Master Probation Officers).

D. The arbitration case without caption but designated "Use of Computers and Typing Reports," shall be dismissed with the agreement that PANJ accepts the concept that requires the use of computers and the preparation of reports through the use of computers by employees in this unit; and the Judiciary accepts the concept that where necessary it will use available support staff to assist in typing and the Judiciary will continue to provide training and equipment as necessary. For a reasonable period of time not to exceed nine (9) months from the date of this agreement no employee who makes a good faith effort will be disciplined or adversely affected in a performance evaluation in connection with the use of computers or the preparation of reports through the use of computers. Any current employee, after the expiration of the nine (9) month period, may present a hardship case regarding their typing skill to the Judiciary for an extension of another three (3) month grace period. After the three (3) month grace period, the Parties agree that they will revisit any existing hardship cases to discuss what, if any,

additional action may be necessary. The Judiciary will make good faith efforts to improve the efficiency of the software needed to perform report preparation.

E. **Unfair Labor Practice captioned:**

New Jersey State Judiciary and PANJ, Docket No. CO-97-404, provided that PANJ's withdrawal of this unfair practice charge shall not establish binding precedent in future litigation.

4. In recognition of settlement of the compensation plan for employees covered by this Agreement, the following matters are agreed to and settled;

- A. Payments for carrying beepers or otherwise being required to remain on call shall be eliminated and replaced by payment for time actually worked at a time and one half rate of pay which shall be applicable even for hours worked between 35 and 40 and shall be paid in cash.
- B. Effective June 30, 1998, Child Care reimbursement policies that exist shall be eliminated.
- C. Effective February 2, 1998, the New Jersey State Travel Regulations as adapted for the Judiciary shall be implemented and shall replace any vicinage policies or practices that are in conflict with these Regulations, except that vicinage policies concerning meal money that are in conflict with the New Jersey State Travel Regulations may continue until April 15, 1998.

5. **Titles Within Unit.**

- A. The titles within this unit shall be Probation Officer, Senior Probation Officer and Master Probation Officer as well as the titles listed on Schedule A which may be modified by the Judiciary after consultation with PANJ, all as more specifically set forth below in subparagraph B.
- B. There are presently in the unit approximately 24 titles, covering approximately 99 employees, other than Probation Officer or Senior Probation. These titles are attached as Schedule A. Certain employees in these titles shall be moved to the category of either "Basic" (Probation Officer) or "Journey" (Senior Probation Officer) based upon the information gathered concerning the duties being performed by these employees. The titles for such movement and the approximate numbers of employees currently in these titles are as follows:

Titles 1 through 7 shall be at the "Basic" level and Titles 8 and 9 shall be at the "Journey" level and any movement from "Basic" to "Journey" shall be consistent with the terms of this Agreement as set forth in Section C(2)(a). The concept of titles in Schedule A being moved into the Probation title series where appropriate based upon job duties performed is, therefore, acceptable. The parties shall form a committee consisting of two representatives of PANJ and two representatives of the Judiciary to continue to study and evaluate the placement of the other titles on Schedule A. The committee's goal is to resolve the title issues with the following options being a guide within the next 60 to 90 days:

1. Crisis Intervention Counselor (26)
 2. Assistant Child Placement Coordinator (1)
 3. Social Worker (1)
 4. Counselor (II)(1)
 5. Court Liaison (1)
 6. Family Counselor (2)
 7. Intake Officer (7)
 8. Senior Intake Officer (1)
 9. Senior Court Liaison (2)
- (a) The titles may remain in their present status; (b) the titles may be determined to appropriately belong in another unit other than the case related professional unit, including the supervisory unit; or (c) the titles may be changed as is the case with the initial grouping, to the Probation Officer or Senior Probation Officer category or other status. In the interim until the status of these additional titles is determined the titles shall be functional designation under the title Court Services Officer. Notwithstanding the foregoing, it is understood and agreed that for a period of 75 days following ratification and approval of this Agreement (but not less than 90 days from date of this Agreement) the Employer may continue its existing hiring practices for all titles on Schedule A, although employees hired into the nine titles listed above shall be converted to the Probation Officer series and shall meet the minimum requirements for PO title and shall be paid at the entry level for Probation Officers. During this same interim period referred to above, the Judiciary may continue to use the posting for Domestic Violence Hearing Officers. The parties recognize that during and subsequent to the interim period the Judiciary may hire new employees in connection with the title of Domestic Violence Hearing Officers who have special qualification such as lawyer at the Master level. The Judiciary shall use its best efforts, however, to promote eligible employees covered hereunder to the title of Domestic Violence Hearing Officer.

IN WITNESS WHEREOF, the parties have hereunto set their hand and seal this 29th

day of July 1998.

NEW JERSEY STATE JUDICIARY

Richard J. ...
Edward D. ...
John P. ...
Mary J. ...
Richard B. ...
Frank C. ...

PROBATION ASSOCIATION OF
NEW JERSEY (PANJ)

Ray A. ...
Ray ...
Queen ...
John ...
Peter ...
Peter ...
James P. ...
Robert W. ...
John C. ...
James ...

Schedule A

Basic

- 1- ASST CHLD PLCT COORD (TT)
- BLGL COM SV OUTREACH WKR (ITT)
- CHILD SUPPORT SPECIALIST
- PROBATION OFFICER
- PROBATION OFFICER BILINGUAL
- 1- SOCIAL WORKER
- YTH SVC COORD PLNR (TT)

Journey

- CHILD PLACEMENT REVIEW COORD
- 1- COUNS II (TT)
- 1- COUNSELOR JUVENILE FAMILY CR
- 26- CRISIS INTERVENTION COUNSELOR
- CT LIAISON (TT)
- DIR FAM MED CONCIL (TT)
- DOM VIOLENCE HEARING OFFICER (TT)
- FAM CT MEDIATOR (TT)
- 2- FAMILY COUNSELOR
- 7- INTAKE OFF (TT)
- JUV CONF COMM COORD (TT)
- 6- MEDIATION COORD (TT)
- 1- SENIOR INTAKE OFF (TT)
- SENIOR PROBATION OFFICER
- SENIOR PROBATION OFFICER BILINGUAL
- SR CT LIAISON (TT)
- 13- SUBSTANCE ABUSE EVALUATOR (T)
- 2- SUPV COUNS (TT)
- 19- FAMILY COURT COORDINATOR

1. There will be a single performance rater - the employee's immediate supervisor.
2. All performance evaluations will be reviewed by the next level of supervision beyond the rater.
3. All raters must receive approved performance evaluation training prior to participating in any performance evaluations.
4. This training will be provided by the AOC and vicinages. The trainers will be trained at the AOC or by trainers who have been trained at the AOC.
5. The Union (PANJ) will have input into this training and receive a list of all certified/approved trainers.
6. There will not be any quotas for any rating level within the performance evaluation.
7. Workload will impact and be considered in performance evaluations.
8. If an employee does not receive an evaluation by January 31, 1999 and January 31 of each successive year, he/she shall receive a "meets quality standards" rating.
9. Exhibit B will be used to evaluate promotions to Senior Probation Officer. The standards for promotion to Master P.O. will be used to develop a Master Evaluation form.
10. Employees will know in advance what is necessary and constitutes a "meets quality standards" rating or is necessary to meet the promotional criteria.
11. In February or March each employee will meet with their supervisor and develop a written performance plan.
12. Six (6) months later each employee will meet with their supervisor and receive an interim report/evaluation. If they are, or may receive, an annual rating less than "meets quality standards" the employee will receive a written plan which details what must be done to achieve a "meets quality standards" rating.
13. By December 31 each employee will meet with their supervisor and receive an annual rating.

PERFORMANCE EVALUATIONS

EXHIBIT B-1

14. Employee who haven't received the necessary training or equipment to perform any task cannot be negatively impacted.

FOR CAREER PROGRESSION

All employees must be given the opportunity to develop the competencies to move to the next level.

EXHIBIT B-2

PERFORMANCE ASSESSMENT REVIEW APPEAL PROCEDURE

- A. General Provisions**
1. The procedures of this section are applicable to employees in the career service and unclassified service.

2. Appeals of performance assessment ratings are limited to only the Needs Improvement (unsatisfactory) ratings. Ratings of Meets Quality Standards (satisfactory) or above are not subject to review under this procedure or under any other procedures provided for in the collective negotiations agreements.

3. An appeal of Needs Improvement (unsatisfactory) rating is limited to the procedures set forth herein. A Needs Improvement (unsatisfactory) rating cannot be reviewed by any collective bargaining agreement procedure, i.e., grievance or arbitration procedures.

4. Performance ratings may be used as a factor in promotion and layoff.

5. 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.

B. Departmental Appeal Process

1. A career service or unclassified employee receiving a Needs Improvement (unsatisfactory) performance assessment rating may appeal such a rating through the following process.

2. An appeal shall be presented, in writing, to the Chief Probation Officer or Division Manager or Designee within 10 working days from receipt of the performance assessment stating why the employee disagrees with the assessment rating.

3. Within 10 days working days from receipt, the Chief Probation Officer or Division Manager or Designee shall review the appeal and render a written decision. The employee may request a meeting with the Chief Probation Officer or Division Manager or Designee, and if the request is granted, the decision shall be rendered within 10 working days after the date of the meeting.

C. Final Appeal

1. Career Service Employees

- a. A career service employee may appeal the final departmental decision to the Merit System Board within 20 days of receipt of the decision.
 - i. The appeal shall be in writing and include a copy of the written decision of the Chief Probation Officer or Division Manager or Designee and the basis for the appeal.
 - ii. The career service 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.
 - iii. The Board shall render a final administrative decision upon the written record or such other proceeding as it deems appropriate.

2. Unclassified Employees

- a. An unclassified employee may appeal the final determination decision of the Chief Probation Officer or Division Manager or Designee to the Judiciary Performance Assessment Review Board within 20 days of receipt of the decision.
- b. The appeal shall be in writing and include a copy of the written decision of the Chief Probation Officer or 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 upon the written record or such other proceedings as it deems appropriate.

3. The Judiciary Performance Assessment Review Board

The Judiciary Performance Assessment Board shall be composed of a Senior Manager, a Judge, either active or retired, and a union official from the employee's majority representative.

EXHIBIT C

CAREER PROGRESSION INFORMATION

Do not complete the following on an employee still in the working test period or an employee receiving an overall evaluation of "needs improvement."

CAREER PROGRESSION POTENTIAL

Circle Number **OVERALL RATING SCALE**

The employee per- forms basic job competencies and should begin to de- velop skills in other areas.	1
The employee is in the process of attaining compe- tencies for the next level.	2
The employee has demonstrated the competencies for the next level.	3

COMPETENCIES NEEDED FOR ADVANCEMENT

If you circled 1, check the competencies to begin developing. Do not check all competencies. If you circled 2, mark A for competencies Achieved and D for competencies to be Developed. If you circled 3, mark P for Possesses competencies, E for Exceeds competencies.

- | | |
|--|--|
| 1. Increased competency in all areas and ability to work as a team and uses independent judgment. | |
| 2a. Prepares high quality investigative reports consistently and completes more difficult cases. | |
| 2b. Prepares assigned number of cases, meeting deadlines routinely. | |
| 3. Exhibits the knowledge of principles of case flow management. | |
| 4. Makes appropriate referrals for placements into treatment and/or performs drug testing when required. | |
| 5. Competency with automation and applications used in the division. | |

-
6. 10 hours special offender training per year beginning 1998: substance abuse and addiction, domestic and other violence, etc., or other approved training.

 7. Advanced written and/or oral communication skills.

 8. Time Management and Priority setting.

 9. Senior level requiring after hour duty assignment, such as bail duty.

 10. Performs validated substance abuse assessments using the ASAM criteria and makes appropriate referrals to treatment and performs drug testing (TASC).
-

*Competencies must be achieved in 8 out of the above cited areas for progression to the next level.

MASTER DESIGNATION

EDUCATION

12 HOURS OF AOC OR OTHER APPROVED TRAINING BEGINNING 1998

COMPETENCIES

1. Having demonstrated a full range of division or section skills, knowledge, expertise and ability.

2. Serves as division, section, or special program expert on all matters related to functional areas and provides instruction and guidance on work tasks, rules, code and procedures in the division, section or program, sometimes providing training directly or coordinating training.

3. Conducts high impact supervision, investigations, case work and reports on a consistent basis.

4. Serves as a backup to the team leader or supervisor when necessary, and/or demonstrates an ability to assist the judge as necessary.

5. Helps to develop and design new programs, procedures or policies.

6. Assists division manager, team leader, supervisor or other probation officers in problem solving.

7. Volunteers for committee work, non-traditional work hours or new projects.

8. Mentors basic level employees.

*Competencies must be achieved in 8 out of the above areas to move to the Master Level.

ARTICLE 19

VACATION LEAVE

- 19.1 Vacation leave shall be granted in accordance with the provisions of N.J.A.C. 4A:6-1.2.
- 19.2 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 (20th) year of service.
- 19.3 Those 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. No employee shall receive less vacation days than those provided for in the letter of Agreement, and no less than the current practice.
- 19.4 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.
- (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.
- 19.6 A maximum of one (1) year vacation leave may be carried forward to the succeeding year.

19.7 When the vacation allowance for an employee increases based on the employee's years of service during any calendar year, the additional annual allowance will be given for the entire year.

19.8 Vacation leave may be granted and shall be recorded and tracked in hours.

19.9 Under normal circumstances, annual vacation shall be granted only with prior approval of the employee's senior manager or designee. Request 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.

19.10 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.

19.11 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 or 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.

19.12 Part-time employees covered by this Agreement shall be entitled to a proportionate amount of paid vacation leave which shall be subject to the above provisions.

ARTICLE 20

ADMINISTRATIVE LEAVE

- 20.1 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.
- 20.2 Administrative leave may be used for emergencies, observance of religious or other days of celebration, or personal business.
- 20.3 Newly-hired employees shall be granted one-half ($\frac{1}{2}$) 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.
- 20.4 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.
- 20.5 Administrative leave may be granted and shall be recorded and tracked in hours.
- 20.6 Administrative leave shall not accumulate. Unused balances in any calendar year shall be canceled.
- 20.7 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.
- 20.8 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 21

HEALTH AND SAFETY

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

(b) The parties 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.

21.2 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.

ARTICLE 22

PERSONNEL FILES

22.1 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.

22.2 Copies to the Employee

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

22.3 Rights 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.

22.4 Confidentiality

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

ARTICLE 23

SAVINGS AND SEPARABILITY

23.1 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.

23.2 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 24

LEAVE OF ABSENCE

- 24.1 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.
- 24.2 Employees in the unclassified service will be provided with unpaid leaves of absence in the same manner as for employees in the classified service.
- 24.3 All unpaid leaves of absence shall be inclusive of all unpaid leave entitlement including family leave as provided by the New Jersey Family Leave Act (N.J.S.A. 34:11B-1 et seq.) and the Federal Family and Medical Leave Act (29 U.S.C. §2601 et seq.).
- 24.4 Employees in the classified service shall be entitled to unpaid leaves of absence that shall not exceed a period of one (1) year except in cases covered by N.J.A.C. 4A:6-1.16 and Article 5 Sect. I. 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 25

LAYOFF AND RECALL

- 25.1 Layoff and Recall of Classified Employees
- The layoff and recall of classified employees shall be governed by the provision of N.J.A.C. 4A.
- 25.2 Layoff of Unclassified Employees
- a. The provisions of Section 25.2 will only be in effect until and unless the parties finalize an agreement on the below described "Re-opener 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.
- 25.3 Re-employment Right Career Employees
- Career employees who are laid off will be placed onto a special re-employment list for the title they held at the time of the lay-off. In the event that any of those career employees are subsequently rehired off of this list, they will have their salary, upon rehire, reconstructed to reflect the salary with which they left judicial employment and any across-the-board wage increases given to all employees in the bargaining unit during the period they were on the special re-employment list.
- 25.4 Re-Opener on Layoff and Recall of Unclassified Employees
- The parties may re-open 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 25.2, above.

ARTICLE 26

COPIES OF CONTRACT

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

ARTICLE 27

SICK LEAVE

27.1 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.

27.2 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 and consistent with the Letter of Agreement. 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.

27.3 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.

27.4 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 illnesses 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 in six (6) consecutive pay periods, 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 27.4(a) are “rolling” periods back from the current 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 there is a determination of excessive absenteeism as defined in (a) above or terminated. Any extension is subject to a review by the appointing authority or his/her designee at the end of the sixth 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 27.4(a) 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. The Judiciary shall inform the employee in writing of the reasons why said medical evidence shall be deemed unacceptable and the employee shall have the opportunity to respond in writing.
- (g) Application of the procedure outlined in 27.4(a) through (f) above shall not preclude the parties from exercising additional rights and remedies, such as those outlined in N.J.A.C. 4A:6-1.4, Sick Leave Procedures: State service.

27.5 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:6-1.21(A) and (B) for these leave procedures.)

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

27.7 Unused Sick Leave - Retirement

(a) A permanent employee who enters retirement pursuant to the provisions of a state administered or approved retirement system and has to his or her credit earned an unused accumulated sick leave shall be entitled to receive supplemental compensation for such earned and unused accumulated sick leave in accordance with N.J.A.C. 4A:6-3.1 et seq.

(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 \$15,000.00.

27.8 Donated Leave Program

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

ARTICLE 28

POSITION CLASSIFICATION

281. Classification Review

- (a) Career service employees covered by this agreement who believe they are working out of title may initiate requests for position reclassification utilizing the appropriate position classification form in accordance with N.J.A.C. 4A:3-3.5, Reclassification of Positions. The completed form must be filed with the employee's local Human Resources Office. The local Human Resources Office shall obtain from the employee's supervisor other supporting documentation including an organizational chart for the division showing the reporting relationships for the position for which the reclassification is being sought. The completed forms will be reviewed by the Administrative Office of the Courts Personnel Classification Section, which will forward these documents to the New Jersey Department of Personnel for a determination. Once a determination has been rendered by the New Jersey Department of Personnel, the AOC Personnel Classification Section will advise the local Human Resources Office. The local Human Resources Office will notify the employee, the supervisor and the senior manager of the outcome of the request for position reclassification.
- (b) Unclassified employees covered by this agreement who believe they are working out of title may complete a position classification 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 Resources Office. The local Human Resources Office shall obtain from the employee's supervisor other supporting documentation including an organizational chart for the division showing the reporting relationships for the position for which the reclassification is being sought. The completed forms will be analyzed by the Administrative Office of the Courts Personnel Classification Section. The AOC's Personnel Classification Section will send their determination to the local Human Resources Office which will notify the employee, the supervisor and the senior manager.

28.2. Appeal of a Classification Determination

- (a) Career Service employees may appeal the DOP determination to the Merit System Board in accordance with N.J.A.C. 4A:3-3.5.
- (b) An unclassified employee who has had a classification determination completed by the Administrative Office of the Courts Personnel Classification Section and is unsatisfied with the result may contact the Union and ask the Union to appeal the

matter, in its discretion, to the Judiciary Performance Assessment Labor-Management Committee for review. The committee will review the appeal, which shall be in writing and include a copy of any written decision of the Personnel Classification Section 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 Section 28.3 below; or
- (3) recommend other appropriate action as the committee deems appropriate.

(c) An appeal of a classification determination is governed exclusively by the provisions of this article and is not subject to the contractual grievance procedure in Article 14.

28.3. The Judiciary Performance Assessment Review Board

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

(c) Unclassified employees are bound by the final decision of management after management review of the recommendation of the Judiciary Performance Assessment Review Board.

ARTICLE 29

EMPLOYEES WHO LEAVE AND RETURN TO JUDICIARY SERVICE

- 29.1 (a) A career service/classified employee who attains permanent status which currently requires satisfactory completion of a working test period of 4 months that may be extended to 6 months and who resigns in good standing or retires from the Judiciary service and seeks to return to employment with the Judiciary, must make application to be placed on the regular re-employment list pursuant to N.J.A.C. 4A:4-7.10 for the provisions of this Article to be applicable.
- (b) An unclassified employee who resigns in good standing or retires from Judiciary service and seeks to return to employment with the Judiciary may notify the local Human Resources Office of their previous Appointing Authority of their interest in returning to Judiciary employment.
- (c) Re-employment action in accordance with this Article relieves management from the normal recruitment procedures as set forth in Article 31, Work Assignments.
- (d) The foregoing requests must be made and the employee rehired within three years of the date of leaving the Judiciary.
- 29.2 Management retains the discretion, subject to the requirements of Chapter 4 (Selection and Appointment) of N.J.A.C. 4A for career service/classified employees, to rehire bargaining unit employees who resign in good standing or retire from the Judiciary service except as hereinafter set forth applicants who are re-employed shall be treated as new employees.
- 29.3 If an employee is rehired within 270 calendar days from the date of his/her last day in pay status, the employee will be paid the same salary he or she was earning at the time of the employee's separation from Judiciary service along with any across-the-board salary increases paid to bargaining unit members since his or her separation.
- 29.4 Employees rehired beyond the 270 calendar days will be paid pursuant to the terms of the collective negotiations agreement.
- 29.5 Performance increases for rehired employees will be covered by the collective negotiations agreement.
- 29.6 The foregoing provisions do not apply to employees who have not "left" the Judiciary, including but not limited to employees who may be on a leave of absence, including Association officials who may be on an authorized leave for Association activities. The foregoing are subject to other provisions of this Agreement or to other requirements and

29.7 The provisions of this Article are subject to neither substantive or procedural grievances nor arbitration as outlined in Article 14 except for grievances that may arise concerning compensation obligations set forth in paragraph 3, 4 and 5 upon return to judiciary service. Appeals to the Merit System Board shall be available as outlined in Chapter 4, N.J.A.C. 4A.

provisions of the Department of Personnel, New Jersey State Law or the New Jersey Administrative Code, and not subject to the provisions of this Article.

ARTICLE 30

MANAGEMENT PROPOSAL FOR NEGOTIATIONS: VOLUNTARY TRANSFER OR RE-ASSIGNMENT POLICY

INTER-VICINAGE TRANSFERS

Basic-Level Positions

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

Higher-Level Positions

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

RE-ASSIGNMENTS

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

PROCEDURES ON RE-ASSIGNMENT AND TRANSFERS

An employee who desires to transfer to another vicinage must put the request in writing to the Trial Court Administrators of both the sending and the receiving vicinages. An employee who desires to be re-assigned to another division or county within the vicinage must put the request in writing to the vicinage Trial Court Administrator. The request will be effective for six months and may be renewed by the employee in writing for additional six month periods. Employees who request transfers or re-assignments may include in their written request the reason they are seeking a transfer or re-assignment. It is understood that transfers and re-assignments are at management's discretion and as such the provisions of this Article are not subject to the grievance or arbitration procedures in Article 14.

ARTICLE 31

WORK ASSIGNMENTS

31.1 Acting Appointments

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

31.2 Filling of Positions

a. Whenever an unclassified position within the negotiations unit becomes vacant and management intends to fill the position, a notice of vacancy shall be posted.

b. Whenever a career service position at the entry level of a band within the negotiations unit becomes vacant and management intends to fill the position, the position will be filled in accordance with DOP rules and regulations and with the posting of a notice of vacancy.

c. Whenever a career service position at other than the entry level of a band within the negotiations unit becomes vacant and management intends to fill the position, the position will be filled either through the posting of the notice of vacancy for an advancement opportunity or in accordance with DOP rules and regulations.

d. All notices of vacancy shall be posted at all Judiciary work locations except where an attrition program or career service unit scope necessitates an internal posting open only to the employees of the appointing authority.

e. The Union shall be given a copy of all postings.

f. Following the closing date of the posting, positions that will be filled shall be filled with qualified individuals.

31.3 Seniority

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

31.4 **Non-Arbitrability**

The provisions of sections 31.1, 31.2 and 31.3 are subject to the grievance procedure but not subject to the arbitration provisions thereof except that failure to pay the 5% promotional increase noted in 31.1 above will be subject to arbitration.

ARTICLE 32

PLACEMENT OF TITLES IN PROBATION OFFICER, SENIOR PROBATION OFFICER AND MASTER PROBATION OFFICER SERIES AND RELATED MATTERS

A. Employees in the following titles, who have the current minimum qualifications for Probation Officer of graduation from an accredited college with a Bachelor's degree including or supplemented by 24 accredited hours in the behavioral or social sciences, shall have their titles changed to Senior Probation Officer, within a reasonable period of time which is currently expected to be on or about 90 days following ratification of this Agreement.

1. Senior Intake Officer
2. Senior Court Liaison Officer
3. Child Placement Review Coordinator

B. Employees in the following titles, who have the current minimum qualifications for Probation Officer of graduation from an accredited college with a Bachelor's degree including or supplemented by 24 accredited hours in the behavioral or social sciences, shall have their titles changed to Probation Officer, within a reasonable period of time which is currently expected to be on or about 90 days following ratification of this Agreement.

1. Assistant Child Placement Review Coordinator
2. Social Worker
3. Counselor II
4. Court Liaison Officer
5. Family Counselor
6. Intake Officer
7. Bilingual Community Service Outreach Worker
8. Child Support Specialist
9. Youth Services Coordinator/Planner
10. Counselor Juvenile Family Court
11. Juvenile Conference Committee Coordinator
12. Supervising Counselor

C. If current minimum qualifications for Probation Officer change, such changed or modified minimum qualifications shall be the minimum qualifications applicable to the provisions of this Agreement from and after the effective date of such changes.

D. The title of Substance Abuse Evaluator shall remain in the Case-Related Professional Unit. The salary range for this title shall be the Journey Level range.

Employees in this title shall have the opportunity to be put in the Senior Probation Officer (Journey Level) title provided they have the minimum educational qualifications for Probation Officer in which case they shall retain the functional title designation of Substance Abuse Evaluator. Employees in this title who hereafter meet these minimum educational qualifications shall also have the option to be put in the Senior Probation Officer title (Journey Level) effective the date they meet the minimum educational qualifications or the date they elect such option, whichever is later. Employees who do not elect to be placed in the Senior Probation Officer title or who do not meet the minimum qualifications for Probation Officer shall remain in the title of Substance Abuse Evaluator. Employees who do not meet the minimum educational qualifications for Probation Officer shall not be eligible for advancement to the Master Level Designation.

Movement to Substance Abuse Evaluator shall be available to Probation Officers or Senior Probation Officers. Appointments may be made by the Judiciary to the Substance Abuse Evaluator title in accordance with the Department of Personnel procedures. Full consideration for Substance Abuse Evaluator positions will be offered to qualified Probation Officers and Senior Probation Officers. The Judiciary retains the right to select the most qualified candidate and if the person selected is a new hire who possesses the minimum educational qualifications for Probation Officer, s/he shall also have the option to be put in the Senior Probation Officer title as set forth above.

E. The title of Family Court Coordinator shall remain in the Judiciary Case-Related Professional Unit. The salary range for current employees in this title shall be the Journey Level range. Employees who have the current minimum educational qualifications for Probation Officer shall be put in the title of Senior Probation Officer. Employees in this title, who hereafter meet these minimum qualifications shall then be put in the Senior Probation Officer title (Journey Level) effective the date they meet the minimum qualifications. Employees who do not meet these minimum educational qualifications shall remain in the Family Court Coordinator title and shall not be eligible for placement in the Senior Probation Officer title or for advancement to the Master Level designation. Except for incumbent employees who do not meet the minimum qualifications for Probation Officer, the designation of Family Court Coordinator shall no longer be used.

F. Salary range for titles which have been placed in the Senior Probation Officer or Probation Officer title or level, namely titles A1 to 3 above, D and E and B1 to 12 above, shall be in the salary range for Senior Probation Officer (Journey Level) and Probation Officer (Basic Level), respectively, except that no employee shall receive less than his/her current salary. Additionally, no employees shall be below the minimum of the range. Thus, an employee who, pursuant to the terms of this Agreement, is assigned to a new title which has a higher maximum salary than the maximum salary of the employee's current title will retain his or her current salary unless that salary is less than the minimum salary of the new title. If the salary of an employee is below the minimum salary of the new title it will be increased, effective July 1, 1998 or the date of appointment to the new title, whichever is later, to the minimum salary for the new title that was in effect as of July 1, 1998.

Moreover, an employee assigned to a new title pursuant to this Agreement who did not receive any or all of the 1998 performance increase to which he or she was entitled because the employee was at or above the maximum salary of the old title will be eligible to receive an adjusted performance increase based on the higher maximum salary in the new title effective January 2, 1999, up to the maximum of the new title.

For purpose of advancement in which seniority is a factor, including advancement from Probation Officer to Senior Probation Officer, seniority shall include time served in all titles referred to herein where there is a title change.

No one shall suffer a reduction in pay as a result of anything set forth herein.

All title movement and changes shall take place in a reasonable period of time.

Coordination with DOP for approval and implementation of the terms set forth herein shall be jointly sought by the parties.

There shall be appropriate job posting and notifications as to all opportunities for advancement or promotion.

G. The parties will continue discussions of a resolution of issues involving the titles of Domestic Violence Hearing Officer, Director of Family Mediation and Conciliation, Family Court Mediator and Mediation Coordinator that may require a separate agreement involving PANJ and the Judiciary. Until that Agreement is finalized those titles shall remain in the Case-Related Professional Unit.

ADDENDUM TO TITLE AGREEMENT

PANJ position on various title and title-related issues.

1. **Minimum Qualifications**

PANJ opposes changes in the minimum qualifications for Probation Officers as more particularly set forth in the May 25, 2000 letter from David Fox, Esq., attorney for PANJ, to Arthur Brown, Assistant Commissioner, Department of Personnel.

2. **Substance Abuse Evaluator**

PANJ proposes that the current employees in the title of Substance Abuse Evaluator, including functional title designation of Substance Abuse Evaluator, be eligible for Master designations with Master level salary ranges above the existing 100 Master level designations currently provided for in the Agreement between the Judiciary and PANJ. The Judiciary will review this proposal.

3. **Domestic Violence Hearing Officer**

PANJ proposes that the range for Domestic Violence Hearing Officer shall be the Mastery level range or the range of the title of Administrative Specialist 4, whichever is higher. There shall be no movement of employees in this title to another title inside or outside the Case-Related Professional Unit without the consent of PANJ. The Judiciary will review this proposal.

4. **Other Open Titles**

PANJ proposes that the range for the titles of Director of Family Mediation and Conciliation, Family Court Mediator and Mediation Coordinator shall be at the Master level. The Judiciary will review this proposal.

MEMORANDUM

TO: Hank Fichter

FROM: George Christie

SUBJECT: HOURLY ACCOUNTING OF LEAVE TIME - VACATION LEAVE, SICK
LEAVE, ADMINISTRATIVE LEAVE

DATE: May 4, 2000

The Probation Association of New Jersey, majority representative of the Professional Case Related Unit, desires and agrees to the Judiciary's implementation of hourly accounting for Vacation, Administrative and Sick Leave.

George Christie, President
Probation Association of New Jersey

DATE: 5-8-00

SIDE LETTER OF AGREEMENT

The State of New Jersey Judiciary, (Judiciary), and the Probation Association of New Jersey, (PANJ), the majority representative of the Professional Case Related Unit enter into this Side Letter of Agreement to address and resolve a number of outstanding issues, including issues related to the implementation of the Judiciary Performance Evaluation Program. Notwithstanding the provisions of any other contractual agreement the parties agree to the following:

1. As of January 1, 1999, any employee hired from January 1 through June 30 will be eligible, in July of the year following that date of hire, for 50% of the performance pay provided the employee is rated as "Meets Quality Standards." Thereafter, the employee will be on a normal January performance cycle.
2. As of January 1, 1999, any new employee hired from July 1 through December 31 will be eligible, the January following their first year anniversary, for the full amount of the performance pay provided the employee is rated as "Meets Quality Standards." Thereafter, the employee will be on the normal January performance cycle.
3. As of January 1, 1999, in addition to performance pay, new employees hired from January 1 through June 30 who receive an "Exceptional" performance rating shall be eligible in July of the year following the date of hire, for a pro-rata share of "Exceptional" performance pay that shall be an off-base payment. The pro-rata calculation will be done as follows (exceptional pay dollar amount divided by 26 pay periods) times (the actual number of full pay periods worked). Thereafter, the employee shall revert to the normal January performance cycle.
4. As of January 1, 1999, in addition to performance pay, any new employee hired from July 1 through December 31, who receives an "Exceptional" performance rating, shall be eligible the January following their first year anniversary, for the full amount of "Exceptional" performance pay that shall be an off-base payment.
 - a. The provision set forth in paragraphs 1 through 4 above do not apply to employees hired prior to January 1, 1999. The provisions of the existing contract between the parties except as set forth above shall continue to apply unless and until modified by a new Agreement.
5. Regardless of actual date hired, employees hired from January 1, 1998 through December 31, 1998 shall be eligible to receive the full performance pay amount, as defined in the agreement dated January 29, 1998 between the Judiciary and PANJ, as if the employee worked the entire calendar year of 1998 provided the employee has successfully completed the working test period. For those employees whose working test period expires in 1999, the employee shall be entitled to the full performance pay amount retroactive to the second pay period in January 1999 provided the employee successfully completes the working test period even though the working test period may carry over into 1999.

Signatures on file at the Administrative Office of the Courts.

Dated _____
Dated _____

For PANJ:

For the Judiciary:

9. PANJ shall withdraw and dismiss with prejudice the hours of work grievance as to which arbitration is pending regarding the reduction of the workweek from 40 to 35 hours out of the Ocean and Atlantic Vicinages, and it also agrees to withdraw and dismiss with prejudice its request to revive the Ocean Vicinage Senior Probation Officer list.

8. The Judiciary and PANJ agree that probation officers on the eligibility failure roster for promotion to Senior Probation Officer in Burlington and Camden Vicinages shall be eligible to have their equalization payments recalculated using the Senior Probation Officer average salary of \$33,375. With the exception of those Probation Officers on these lists or on the lists enumerated in the January 29, 1998 agreement, no other Probation Officer moved to Senior Probation Officer shall have their equalization payments recalculated at the Senior Probation Officer average salary of \$33,375.

7. Employees hired into the Probation Officer Level of the Case Processing Band from a title with a lower maximum salary through the appropriate testing process shall, retroactive to the date of their appointment as probation Officers, receive a 5% pay increase above their previous pay rate provided they shall not be paid above the maximum or below the minimum of the Level whichever is greater.

6. There is a grievance as to which there is now pending a decision at Step 3 determination of that Step 3 grievance which, in essence, provides that there is right to a departmental hearing but also provides that appeals from failure of complete the working test period satisfactorily are to be made to the Department of Personnel in accordance with the procedures, rules and regulations applicable to such matters. This decision is adopted and will be followed by the parties with the understanding that adoption of this decision does not change or limit contract rights of employees except as to the right of departmental hearing in connection with unsatisfactory completion of working test period. The Judiciary shall continue to comply with all applicable rules and regulations of the Department of Personnel with respect to the working test period.

**PROBATION ASSOCIATION OF
NEW JERSEY**

vs.

**MORRIS/SUSSEX COUNTY
VICINAGE**

: **AOC GRIEVANCE NO. GR-19-SUX-0905**

: **DISCIPLINARY HEARING DENIED**
: **THOMAS DAVIS-GRIEVANT**

: **DECISION OF HEARING OFFICER**
: **HEARING DATE: DECEMBER 9, 1998**

Present at the Hearing:

For the Probation Association of New Jersey:

George Christie, PANJ, President
John Warms
John Koerber, PANJ, Local President
Tom Novak, PANJ, Local Vice President

For the Vicinage:

Elizabeth Domingo, Assistant Trial Court Administrator

PROCEDURAL HISTORY

Pursuant to the terms of the Collective Negotiations Agreement, (the Agreement) in effect between the Probation Association of New Jersey, (PANJ) and the Judiciary of the State of New Jersey, PANJ presented a step one grievance to the Morris/Sussex County Vicinage (hereinafter the vicinage), on or about September 28, 1998. The step one grievance was denied by the vicinage on or about September 29, 1998, and moved to step two by the union on September 30, 1998. A step

The step one decision was rendered by Donna Beloit, Assistant Family Division Manager, on September 29, 1998. The decision revealed management's interpretation of the PANJ contract regarding Article 13 as referable only to permanent employees. Management denied this grievance as Mr. Davis was not permanent, therefore, not entitled to a disciplinary hearing.

MANAGEMENT'S POSITION

It is further argued by the union that the Administrative Code is silent regarding the denial of an administrative hearing for an employee who is removed at the end of the working test period. Therefore, the union contends the employee should be entitled to a disciplinary hearing. It is also noted by the union, that management's failure to provide Mr. Davis with a disciplinary hearing as a result of his removal, is a violation of his contractual rights. Mr. Warm's indicated he has researched this issue and finds no case law which would prohibit this employee from receiving a disciplinary hearing.

The union agreed that the employee has the right to appeal to the Merit System Board his removal at the end of his working test period, however, the union is interpreting Mr. Davis' removal at the end of his working test period as discipline. Based upon this interpretation, in accordance with Article 13(A) of the contract, the discipline clause is applicable "to all employees represented by the Association unless otherwise stated." Further, the Union cites Article 13(B) of the contract indicating "Discipline is all negative action as to an employee from reprimand, reassignment for express disciplinary reason, to fine, suspension or removal." As Mr. Davis was removed, the union views this action as discipline. The union argues the contract does not specifically address removal at the end of the working test period, therefore, their interpretation of this action is that it is considered discipline and as such would be subject to a disciplinary hearing.

The grievance alleges that Article 13 of the PANJ contract was violated in that all employees subject to discipline such as suspension or removal shall receive a hearing with regard to such discipline. Specifically, the union requested the vicinage provide a disciplinary hearing for Thomas Davis, Probation Officer, who was released from his employment in Sussex on September 25, 1998, at the end of his working test period. The relief sought by the grievant was to have a disciplinary hearing take place under the terms of the contract.

UNION/GRIEVANT'S POSITION

Two grievance hearings were held on or about October 26, 1998. The step two grievance was denied by the vicinage on or about October 26, 1998, and moved to step three by the union on October 27, 1998. A step three grievance hearing was conducted on December 9, 1998, at the Administrative Office of the Courts.

The step two grievance hearing was held on or about October 26, 1998, by Elizabeth Domingo, who noted Thomas Davis was a Probation Officer who was terminated at the end of his working test period. The union's contention was that Article 13 covers all employees, both permanent and

provisional; therefore, Mr. Davis is entitled to a hearing regarding this removal. Management contends that Mr. Davis was working under a test period, and as such, received regular progress reports at 30, 60 and 120 day intervals regarding his performance in the Family Division. Management provided Mr. Davis with coaching and updates relative to his performance in good faith. Management made reference to N.J.S.A. 11A:4-15, which notes the working test period provides the appointing authority with an opportunity to determine whether an employee has performed satisfactorily during that period and allows for the release at the end of the test period of those employees who fail to satisfactorily perform in title. Management contends that the Legislature, in writing this statute, did not intend to require hearings for employees who failed their working test period. Management argued that it adhered to its responsibilities during Mr. Davis' working test period, however, Mr. Davis failed to meet the standards which were necessary for him to maintain his position of Probation Officer within the vicinage. It is on this basis, that management did not find that a disciplinary hearing was warranted for an employee who was released for failing his working test period.

Management reiterated that no hearing is required for the release of a provisional employee at the end of their working test period. The statute dictates the appointing authority has the right to make probationary appointments and is not required to provide for written complaints and hearings as a condition of discharge of a probationary employee. If the employee's performance is unsatisfactory, management retains the right to release the employee at the end of the test period. Management noted Mr. Davis was advised of this right to appeal to the Merit System Board regarding his release at the end of his working test period.

DISCUSSION

It is agreed by all parties that Mr. Davis has the right of appeal to the Merit System Board regarding his release from his position of Probation Officer in Sussex at the end of his working test period, and such an appeal has been effectuated by Mr. Davis.

It is clear the union views Mr. Davis' release, as a result of his failure to satisfactorily complete his working test period, as discipline; and as such would require a disciplinary hearing. However, management argues that Mr. Davis was released from his Probation Officer position in Sussex as a result of his failure to meet established standards for this title during this working test period.

The union is correct in that N.J.A.C. 4A:2-4.1(a) and (b), which are cited below in pertinent part, are silent regarding an employee's entitlement to a disciplinary hearing upon their release at the conclusion of the working test period. However, N.J.A.C. 4A:2-4.1(b) does provide for a hearing before the Merit System Board.

- (a) An employee terminated from service or returned to his or her former permanent title at the conclusion of a working test period due to unsatisfactory performance shall be given written notice in person or by certified mail by the appointing authority.

Consideration being given to all arguments and facts presented at this hearing indicates that Mr. Davis' release at the end of his working test period was not disciplinary in nature, but was a result of his failure to satisfactorily perform the duties of the Probation Officer Title, to which he had been

Management asserted that there were no provisions in either N.J.A.C. 4A:2-4.1 or N.J.S.A. 11A:4-15 which would require the appointing authority to provide Mr. Davis with a hearing as a result of his being released from his Probation Officer Position at the end of his working test period. Further, management argued that Mr. Davis' release at the end of his working test period was not disciplinary, simply his failure to meet established standards which were communicated to this employee during his probationary period.

The burden of proof in a grievance appeal is on the grievant. The union requested an expansion of both N.J.A.C. 4A:2-4.1 and N.J.S.A. 11A:4-15, and argued that neither the Legislature nor the Merit System Board precluded the appointing authority from conducting a disciplinary hearing as a result of Mr. Davis' removal at the end of his working test period. The union also contended that Mr. Davis is afforded protection under Article 13 of the union contract which indicates a hearing is warranted for all employees in matters of discipline. It is noted that Mr. Davis did exercise his appeal rights to the Merit System Board for a hearing as a result of his removal at the end of this working test period.

CONCLUSION

It is also noted that Mr. Warm's indicated he researched case law on the issue of providing hearings for probationary employee who fail their working test period, and has found no cases which would prohibit the appointing authority from conducting such a hearing. However, Mr. Warm's failed to cite any specific cases which were researched to support his argument. No further evidence was submitted by the union to justify the need to provide Mr. Davis with a hearing as a result of his release at the end of his working test period.

The purpose of the working test period is to permit an appointing authority to determine whether an employee satisfactorily performs the duties of title. A working test period is part of the examination process which shall be served in the title to which the certification was issued and appointment made.

Management contends that it is most unlikely the Legislature, in adopting N.J.S.A. 11A:4-15, intended to require written complaints and hearings as a condition to discharge a probationary employee. Further, management argues that in accordance with this statute the working test period is a "test" and an employee's failure while on probation to meet the standards established for passing such a "test" would result in the removal of the employee. N.J.S.A. 11A:4-15 specifically referable to this issue is cited as follows:

(b) The notice shall inform the employee of the right to request a hearing before the Board within 20 days of receipt of the notice.

appointed, during his probationary period. A determination having been made that a working test period release is not disciplinary in nature; it is, thereby, not provided for in the Article 13 of the union contract. Therefore, the hearing officer finds that this grievance as presented, is not sustained.

December 29, 1998

ANITA CASSANO, HEARING OFFICER

**INFORMATION CONCERNING FINAL PERFORMANCE EVALUATION
EMPLOYEES WHO RECEIVE "UNSATISFACTORY" OR "EXCEPTIONAL"**

The parties agree that the Judiciary shall furnish PANJ with the names of employees who receive an unsatisfactory performance evaluation or an exceptional performance evaluation upon request by PANJ for such names.

SETTLEMENT AGREEMENT

CONCERNING PRESIDENT OF PANJ

Agreement made this 6th day of October, 1999 by and between the New Jersey State Judiciary (herein the "Judiciary" or the "Employer") and the Probation Association of New Jersey (herein "PANJ" or the "Association");

WHEREAS, PANJ is a labor organization and is a party to the first Collective Negotiations Agreement between the Association and the Judiciary (herein the "Agreement") which provides for terms and conditions of employment covering employees of the Judiciary in the Case Related Professional Unit throughout the State of New Jersey; and

WHEREAS, the parties have entered into a Stipulation of Settlement, a copy of which is attached as Exhibit A, that resolves the issues raised in the Matter of New Jersey State Judiciary and Probation Association of New Jersey, Docket No. CO-98-479 and provides a mutually acceptable release time arrangement for the President of PANJ for the period July 1, 1998 through June 30, 1999; and

WHEREAS, the parties desire to enter into an agreement with respect to release time for the President of PANJ for the period July 1, 1999 through June 30, 2001;

NOW THEREFORE, in consideration of the mutual promises and undertakings herein set forth the parties agree as follows:

1. Term - the term of this Agreement shall be for a period of two (2) years from July 1, 1999 through June 30, 2001.
2. Release Time - During the term of this Agreement the Judiciary agrees to assign

basis for the Judiciary or exercise his/her option to request a full time unpaid

a) As of July 1, 2001 the PANJ President shall return to work on a full time

4. Miscellaneous -

to June 30, 2001.

months which shall be due and paid on or before the last business day prior

b) For fiscal year 2000-2001 - reimbursement shall be for a period of six (6)

to June 30, 2000.

months which shall be due and paid on or before the last business day prior

a) For fiscal year 1999-2000 - reimbursement shall be for a period of five (5)

such matters as follows:

payroll costs for Mr. Christie in accordance with normal Judiciary procedures for

3. Reimbursement for Release Time - PANJ agrees to reimburse the Judiciary for

1998-1999 fiscal year.

provision shall apply not only during the term of this Agreement but also for the

adjustments for "Meets Quality Standards" but not for "Exceptional" and this

the Collective Negotiations Agreement between the parties, including any salary

be entitled to receive his regular salary plus any salary adjustments provided for in

date covering the issue of Union release time. PANJ President, George Christie shall

Agreement between the parties as modified by a separate agreement entered into this

charge against paid Union release time as set forth in the Collective Negotiations

available to represent the membership of PANJ in all vicinages and there will be no

PANJ President, George Christie to full time Union release whereby he will be

leave of absence for the duration of his/her tenure in office. If the President returns to work on a full time basis with the Judiciary, he/she shall be subject to the terms of the Collective Negotiations Agreement and the Agreement concerning Union Release Time for PANJ as applicable in effect between the parties with respect to the issue of Union release time.

- b) Upon the signing of this Agreement and the Agreement Concerning Union Release Time for PANJ, all claims between the parties concerning Union release time and disputes and discipline related thereto, including pending grievances and arbitrations and unfair practice charges, that have been made or could have been made by any of the parties hereto are deemed settled and are hereby dismissed with prejudice.

IN WITNESS WHEREOF the parties have set their hands and seals this 6th day of October, 1999

PANJ:

NEW JERSEY STATE JUDICIARY:

By: _____
George P. Christie, President

Signatures on file at the Administrative Office of the Courts.

AGREEMENT CONCERNING UNION RELEASE TIME FOR PANJ

Agreement made this 6th day of October, 1999 by and between the New Jersey State Judiciary (herein the "Judiciary" or the "Employer") and the Probation Association of New Jersey (herein "PANJ" or the "Association");

WHEREAS, PANJ is a labor organization and is a party to the first Collective Negotiations Agreement between the Association and the Judiciary (herein the "Agreement") which provides for terms and conditions of employment covering employees of the Judiciary in the Case Related Professional Unit throughout the State of New Jersey; and

WHEREAS, PANJ filed an unfair labor practice charge with the Public Employment Relations Commission under Docket No. CO-98-479, alleging actions by the Employer which it claims violate applicable statutes and cases made and provided thereunder, and initiated arbitration proceedings before Arbitrator Robert Glasson alleging actions by the Employer which it claims violate the "Agreement" all of which claims relate to Union release time; and;

WHEREAS, the parties reached a settlement with respect to the issues raised in the unfair labor practice charge for the period through June 30, 1999 which is the remaining term of the "Agreement," all as more particularly set forth in a "Stipulation of Settlement"; and

WHEREAS, the open issues between the parties involving Union release time primarily relate to such release time for the President of PANJ and the First Vice President, both of whom participate in representational matters that involve grievances and discipline on a statewide basis, and for one other PANJ official, the Business Manager, who is involved in organizational activities for the Association; and

WHEREAS, the parties seek to reach an agreement with respect to these issues that will provide reasonable Union release time, and that will also enable the employees to perform their work assignments in behalf of the Judiciary; and

WHEREAS, the parties have reached a settlement with respect to these issues of Union release time for the period following June 30, 1999;

NOW, THEREFORE, in consideration of the mutual covenants and undertakings herein set forth the parties agree as follows:

1. Term - The term of this Agreement will be coextensive with the term of the contract extension currently being negotiated for the period commencing July 1, 1999, except that this Agreement will not be dependent upon the completion of the new contract extension but instead will take effect immediately.
2. Union Release Time - The Association shall be entitled to time off other than not chargeable time and other time as set forth here or elsewhere in the amount of 200 days per contract year which if not used shall not be carried forward to the next contract year. The President and the First Vice President and the Business Manager, all as described herein, will each be entitled to use of this Union time off to a maximum of fifty days per contract year, except that the President shall continue to operate under the terms of a separate agreement between the parties for the period July 1, 1999 through June 30, 2001 and shall only be subject to the terms set forth herein if he returns to full time employment with the Judiciary as of July 1, 2001. This Fund of time shall not be increased in the event that the President of the Union returns to full time employment with the Judiciary. Other Union officials may use

the remainder of the Union release time in an amount not to exceed 50 days per year for any one official.

3. Time Off Not Charged to Union Release Time - The categories of paid time off that will not be charged to Union Release Time herein described are set forth as follows:

- a. Time spent in negotiations between the Judiciary and PANJ with respect to a Collective Negotiations Agreement for the Case Related Professional Unit.
- b. Time spent in statewide meetings sanctioned by the Judiciary.
- c. Time spent as follows: Reasonable amounts of time for hearings at Step 3 and Step 4 (arbitration) of the grievance procedure for the First Vice President and the President set forth herein (reference to the President is applicable if the President returns to full time employment with the Judiciary). The First Vice President or President shall notify his/her VCPO prior to attendance at a Step 3 or Step 4 hearing. Reasonable amounts of time off for the First Vice President and the President to investigate and prepare for Step 3 and Step 4 hearings in addition to time spent as set forth above on the day of the hearings. Such investigation and preparation shall, where appropriate, be by use of the telephone and other electronic forms of communication. In any event, where the Judiciary initiates communications with the First Vice President or the President in connection with grievances such as for the amicable resolution of them. Meetings in connection with such time spent shall not be charged to the Union release time. If a PANJ representative who is not an employee makes the presentation at a Step 3 or

Step 4 hearing, preparation time by the President or Vice President should not duplicate the efforts of such non-employee representative. In the normal course, there shall not be duplication of preparation and investigation used for the Step 3 hearing at the Step 4 hearing. Travel time is included in connection with preparation and investigation, and attendance at hearing. So long as the President is not working full time for the Judiciary (as is set forth either pursuant to the separate Agreement being executed simultaneously herewith) or is on a full time leave of absence, there are no limitations as to use of his time. If more than one Step 3 or Step 4 hearing is scheduled for the same day or the First Vice President is unavailable to attend to such Step 3 or Step 4 hearing, another statewide official may be designated by the Association to attend to such Step 3 or Step 4 hearing and he/she shall follow the same release time procedure as set forth herein.

- d. There shall be reasonable amounts of time off for the First Vice President or President if he returns to full time employment with the Judiciary in connection with disciplinary hearings where such official is involved in the organization for presentation of the defense in such disciplinary matters and in such cases for such organization of such defense, including its preparation.
4. There shall be a fund of chargeable time off to a maximum of thirty (30) days per year for use of the President, Vice President or Business Manager provided the President or Vice President shall not have use of more than ten (10) days which if used will be reimbursed by PANJ to the Judiciary in accordance with normal

Judiciary procedures for such matters. Payment shall be made by PANJ to the Judiciary on or before the last business day of the fiscal year in which the obligation is incurred.

5. The Judiciary will give reasonable recognition to time involved in performing Union duties in making assignments of work to the First Vice President and the President if he returns to work. The First Vice President and the President will comply with reasonable requirements for accountability for use of Union time.

6. Stipulation of Settlement - The parties will implement the terms of the Stipulation of Settlement entered into under Docket No. CO-98-479 which resolved the issues involving PANJ President George Christie for the period through June 30, 1999. The parties will also implement the terms of a Settlement Agreement concerning the President of PANJ for the period July 1, 1999 through June 30, 2001 which is entered into simultaneously with the signing of this Agreement.

7. Effect of Agreement - To the extent that there are differences or inconsistencies between the terms of the Collective Negotiations Agreement between the parties and the terms of this Agreement and the related Settlement Agreement concerning the President of PANJ, the terms of this Agreement and the related Settlement Agreement shall control.

8. Disputes concerning interpretation or application of this Agreement shall be handled expeditiously at the Step 4 (arbitration) level of the grievance procedure.

IN WITNESS WHEREOF the parties have set their hands and seals this 6th day of
October, 1999

PANJ:

NEW JERSEY STATE JUDICIARY:

Signatures on file at the Administrative Office of the Courts.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 21st day of December, 2000.

PROBATION ASSOCIATION OF
NEW JERSEY (PANJ) NON-
PROFESSIONAL CASE RELATED UNIT

George P. Chivote
Chair

Patricia A. Lento

Miriam Amodeo-George

Christine C. Carillo

William J. Brown

Kenneth Brown

Doreen Johnson

John C. Motta

NEW JERSEY STATE JUDICIARY

Paul M. ...

Rick ...

Blaine ...

Frank C. ...

Arthur ...

Greg ...

John ...

Richard ...

Frank ...

Robert ...

AGREEMENT

Between

The New Jersey State Judiciary

and

The Probation Association of New Jersey Case Related Unit

July 1, 1999 through June 30, 2001

This Agreement is entered into by and between the New Jersey State Judiciary (herein the "Judiciary" or the "Employer") and the Probation Association of New Jersey Case Related Unit (herein the "Association" or "PANJ");

WHEREAS, the Judiciary and PANJ are parties to a collective negotiations agreement dated August 21, 1996 covering the period January 1, 1995 to June 30, 1999, which was supplemented by an Agreement concerning a "Compensation Plan For Judiciary Employees In The Case Related Professional Unit dated January 29, 1998, and by a further collective negotiations agreement dated December 21, 2000; and

WHEREAS, the Judiciary and PANJ have engaged in good faith collective negotiations for the purpose of reaching a successor agreement, which negotiations have resulted in a mutual agreement between the parties that provides for limited wage changes only for the July 1, 2000 to June 30, 2001 period but otherwise maintains and continues the contract terms in effect for the period January 1, 1995 to June 30, 1999; and

NOW, THEREFORE, in consideration of the mutual covenants and undertakings herein set forth the parties agree as follows:

1. Term of Agreement – There shall be a new contract between the Judiciary and PANJ which shall be for a period of two years from July 1, 1999 through June 30, 2001, and except as herein modified all terms and conditions, including applicable side letters of

agreement, set forth in the contract documents between the parties for the period January 1, 1995 to June 30, 1999 shall remain in full force and effect.

2. Wages – The existing salary ranges for employees covered by this Agreement shall be increased at the minimum and maximum of said ranges and base salaries then in effect shall also be increased by the following across-the-board increases (ATB's):

- a. Effective 1/1/00 - \$400
- b. Effective 7/1/00 (pay period 15) - 2.5%

Notwithstanding the above, no employee will have his/her annual salary increased above the maximum of the range as adjusted by the ATB.

IN WITNESS WHEREOF, the parties have set their hands and seals this 21 day of September, 2001.

For the Judiciary:

For PANJ:

Frank C. Jan

Greg P. Christie

Elaine P. Ruskul

Peter A. Tortoreto

[Signature]

[Signature]

