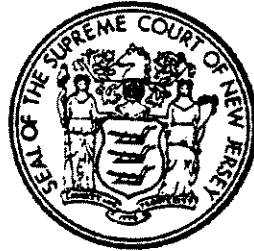


AGREEMENT

BETWEEN

THE NEW JERSEY STATE JUDICIARY



AND

THE PROBATION ASSOCIATION OF NEW JERSEY



PROFESSIONAL SUPERVISORS UNION

JULY 1, 2000 - JUNE 30, 2004

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Preamble

THIS AGREEMENT is entered into as of this _____ 1st _____ day of _____ July _____, 2000 by and between the New Jersey State Judiciary (hereinafter referred to as “the Judiciary” or “the Employer”) and The Probation Association of New Jersey (PANJ), Professional Supervisors Union (hereinafter referred to as “the Union”) through the 30th day of June, 2004;

WHEREAS, the parties have engaged in good faith collective negotiations for the purpose of developing a statewide contract between the Judiciary and its employees in the professional supervisory unit, which negotiations have resulted in a mutual agreement between the parties; and

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

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

NOW, THEREFORE, in consideration of the promises and mutual undertakings herein set forth, and in recognition of the agreements established by the “Letter of Agreement between the New Jersey Judiciary and the Labor Representatives of the Employees in the New Jersey Judiciary,” dated December 28, 1994 and “The Judicial Employees Unification Act,” Title 2B:11-1 - 11-12 and the agreement to resolve challenged ballots between PANJ/CWA and the Judiciary dated August 8, 1996, the parties agree with respect to the employees in the professional staff supervisory unit as set forth herein:

ARTICLE 1

RECOGNITION

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

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

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

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

- 1.2 Unit Composition.** Whenever new titles are proposed, the Judiciary shall notify the Union in writing regarding proposed unit designation, job duties, classified or unclassified status and hours of work, simultaneous with their request to the NJ Department of Personnel to establish such titles. If the parties do not agree concerning inclusion of the title in an appropriate unit, the dispute may be submitted to PERC for determination. If an existing title is proposed to be eliminated or changed, the Judiciary shall also notify the Union in writing simultaneous with their request to the NJ Department of Personnel to eliminate or change an existing title.

ARTICLE 2

LABOR-MANAGEMENT RELATIONS

- 2.1 Respect and Dignity.** The parties shall each endeavor to ensure that relations between them are characterized by mutual responsibility and respect, and that all employees and representatives of the parties are treated in accordance with accepted standards of courtesy and respect for individual dignity.
- 2.2 Non-Discrimination.** The parties agree they will not discriminate against any employee because of race, religion, color, national origin, gender, marital status, age, disability, sexual or affectional orientation, political affiliation, Union membership or participation in Union activities.
- 2.3 Labor-Management Cooperation.** The Judiciary and the Union shall continue their joint participation in the existing labor-management committees. It is understood that the committee member's supervisor shall schedule such release time without loss of pay as required to attend committee meetings providing the work responsibilities of the committee member are adequately covered or completed in the estimation of the supervisor. Such release time shall not be unreasonably denied. The Judiciary and the Union must reach agreement before any new labor-management committee is established by either party.

ARTICLE 3

UNION RIGHTS

3.1 Access

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

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

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

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

3.2 New Hires

(a) The union may provide self-addressed stamped information postcards for newly hired employees to complete, including name, address, title, date of hire, and other

employment data. In addition, the union may supply information packets concerning union membership and representation. Upon receipt of such information postcards and packets, the Judiciary will distribute them to new employees at the same time the employees are required to fill out initial personnel and payroll forms. The card may be filled out by the new employee and, if so, the employer will forward the card to the union by mail.

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

3.3 Union Bulletin Boards

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

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

Material to be posted will consist of the following:

- A. Union elections and results thereof;
- B. Union appointments;
- C. Union meetings;
- D. Social and recreational events of the union;
- E. Reports of official union business and achievements.

- F. No material pertaining to another bargaining unit will be posted on bulletin boards for this unit.

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

3.4 Personnel Data

Every four (4) pay periods listings of employees will be supplied to the union, together with date of hire, division/work unit/work location, job title, salary, dues deduction status and home address. The union will also be notified once every four (4) pay periods regarding employees who have changed titles or have left the bargaining unit, specifying the reason (*i.e.*, resignation, retirement, promotion, etc.). The Judiciary shall give the Union a listing of new hires every pay period.

3.5 Union Leave

(a) Paid leave for union activity. Effective July 1, 2000 and for the remaining term of this Agreement the Judiciary shall provide an aggregate of seventy five (75) paid leave days per calendar year for employees in the bargaining unit designated by the Union to attend meetings, conventions, workshops, union training, or other union activities.

Requests for such leave shall be submitted, in writing, and on forms provided by the Judiciary with the authorization of an appropriate union representative. Requests shall be made to the local TCA/Senior Manager with as much advance notice as possible to avoid disruption of the work flow. When the granting of such request will not disrupt the workflow, the request shall be approved and approval of such requests shall not be unreasonably denied. Reasonable maximum limitations not to exceed fifteen (15) days per calendar year for such leave for any individual may be imposed. The fifteen (15) day limitation may be extended upon request and approval by the Chief of Labor & Employee Relations based upon extenuating circumstances. Such approval shall not be unreasonably withheld. Limitations may also be imposed based on workflow considerations.

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

Leave time for investigation, processing and presenting grievance an disciplinary matters by an elected or appointed union representative and/or other designated union

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

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

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

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

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

(c) Unpaid leave for union activities. In addition to paid union leaves, employees designated by the union may request unpaid leave for union activities, subject to approval by the Judiciary. Such approval will be considered in the context of the operations of the Judiciary as well as the amount of leave requested by any individual. Approval of such request shall not be unreasonably denied.

(d) Leave for union office. Any employee elected or appointed to union office shall be permitted to take an unpaid leave of absence for the duration of his or her tenure in office. Such leave shall be subject to the approval of the Judiciary and shall be renewed at the beginning of each calendar year.

ARTICLE 4

UNION SECURITY

4.1 Dues Checkoff

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

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

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

(d) Dues deductions for any employee in the negotiations unit shall be limited to the Union. Employees shall be eligible to withdraw such authorization only as of July 1 of each year provided that the notice of withdrawal is timely filed between May 15 and June 15 of the year in which the withdrawal is to take effect, with the vicinage Human Resources Office. Membership status is to be dropped only through a signed withdrawal card, termination of employment, advancement/promotion/demotion to a non-union represented position or as a result of movement to a title represented by another union. By way of example, if an employee moves from a title represented by one union to a title represented by another union the old agency fee/union dues deductions are stopped and the agency fee/union dues deduction, where appropriate, will commence for the new union.

(e) Dues so deducted shall be deducted from paycheck as per each regular payroll payment, and shall be transmitted to the Secretary/Treasurer of Union with a listing of the employees and social security number, payroll number, with a separate payroll

number for each county, separated by county, and deduction amount, as to whom each deduction is made.

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

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

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

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

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

4.2 Representation (Agency) Fees

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

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

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

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

4.3 Amount of Fee

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

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

4.4 Deduction and Transmission of Fee

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

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

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

4.5 Demand and Return System

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

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

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

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

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

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

(2) A copy of the demand and return system established by the majority representative as set out on N.J.S.A. 34:12A-5.6, including instructions to persons paying the representation fee in lieu of dues as to how to request review of the amount assessed as a representation fee in lieu of dues.

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

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

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

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

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

4.7 Judiciary and State of New Jersey Held Harmless

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

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

4.8 Legal Requirements

Provisions in this clause are further conditioned upon all other requirements set by the Rules of the Public Employment Relations Commission Appeal Board.

ARTICLE 5

HOURS OF WORK

5.1 Work Week - Designation and Hours of Work

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

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

- D. When employees accumulate compensatory time balances, the employer shall provide administrative procedures to record these time balances.
- E. Ordinarily a maximum for forty (40) hours of compensatory time may be carried by an employee. When the balance exceeds forty (40) hours, the employee and the immediate supervisor will meet to schedule use of compensatory time consistent with the needs of the operation.
- F. An employee may request use of compensatory time off in periods of less than a full workday. Utilization of compensatory time off for less than a full workday shall be on an hourly basis.
- G. Employees who are assigned special projects may be entitled to extra monetary compensation at the discretion of the employer for work beyond the regular work week in accordance with applicable Department of Personnel regulations.
- H. Pursuant to Rules and Regulations of the Department of Personnel, NL employees shall not receive a cash payment for unused compensatory time upon separation from employment.

5.2 Alternate Work Week - Vicinage Case Related Staff

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

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

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

3. Up to one (1) night of field work per two (2) consecutive pay periods; and

4. Up to one (1) weekend day of field work per six (6) consecutive pay periods.

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

- B. Notwithstanding the provision set forth in Paragraph 5.1C, all time actually worked in receiving pages and/or phone calls while "on-call" will earn compensatory time on a straight time basis in addition to one (1) hour of compensatory time for serving "on-call." All such compensatory time shall be credited for use by an employee in accordance with the terms of this Agreement.
- C. It is understood and agreed that the establishment of the on-call alternative work week program shall not preclude Supervisors from volunteering to work in field work under the policies and procedures of the alternate work week schedule in his or her County/Vicinity that exceed the terms set forth herein. It is further understood and agreed that supervisors who do not normally supervise officers who work in the field may still be required to participate in late night reporting and on-call duties, and when needed to substitute for another supervisor or as temporary reassignment to participate in training and evaluation of officers in the field will also perform field work in accordance with the provision of this Agreement.
- D. Due consideration shall be given to issues of joint concern to the parties including safety, health, individual employee hardship and need for performance of services in the community. With regard to safety, Probation will be guided by the safety standards for New Jersey Probation Officers as prepared by the Task Force on Probation Staff Safety. PANJ and the AOC will continue to study and discuss field safety issues. It is understood and agreed that the establishment of alternate work weeks pursuant to the provisions of this Agreement will be done at the local (county) level. However, a committee will be established, consisting of two representatives from PANJ and two representatives from the Judiciary to review any problems that cannot be resolved in the first instance at the local level with a view to recommending a suggested solution. This committee should receive few, if any, problems, but once received the committee will act expeditiously (even by telephone) to make its recommendations.

ARTICLE 6

MEMORANDA OF AGREEMENT

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

ARTICLE 7

SALARIES & WAGES

7.1 The Judiciary's Compensation Plan

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

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

7.2 Across-the-Board Salary Increases

The following salary increases shall be provided to eligible employees in the unit within the applicable policies and practices of the Judiciary including the policy that no employee shall have his/her annual salary increased above the maximum of the salary range in effect in his/her band and level and in keeping with the conditions set forth herein.

Subject to the State Legislature enacting appropriations of funds for these specific purposes, the Judiciary agrees to provide the following salary modifications effective at the times stated here or, if later, within a reasonable time after enactment of the appropriations.

A. Across the Board Salary Increases

1. Effective July 1, 2000 (pay period 15), each employee covered by this Agreement shall be entitled to a two and one-half (2.5%) percent across-the-board increase applied to each employee's current base salary.

2. In fiscal year 2002 (which commences on July 1, 2001), there shall be a three and one-half (3.5%) percent across-the-board increase applied to each negotiations unit employee's base salary in effect on June 30, 2001. Two (2%) percent of the increase shall be paid effective July 1, 2001. One and one half (1.5%) percent of the increase shall be effective on or about January 1, 2002.

3. In fiscal year 2003, (which commences on July 1, 2002), there shall be a four (4%) percent across-the-board increase applied to each negotiation unit employee's base salary in effect on June 30, 2002. Two (2%) percent of the increase shall be paid effective July 1, 2002. Two (2%) percent of the increase shall be effective on or about January 1, 2003.

4. In fiscal year 2004, (which commences on July 1, 2003), there shall be a four and one-half (4.5%) percent across-the-board increase applied to each negotiations unit employee's base salary in effect on June 30, 2003. Two (2%) percent of the increase shall be paid effective July 1, 2003. Two and one-half (2.5%) percent of the increase shall be effective on or about January 1, 2004.

B. Minimums and Maximums

1. The minimum and the maximum salaries for every title listed in Appendix A shall be increased by the amount of the across-the-board salary increase. Notwithstanding the across-the-board salary increases noted above, no employee shall have his/her annual salary increased above the maximum for the salary range in effect for his/her band and level.

2. Pursuant to the memorandum of agreement, the New Jersey Department of Personnel has approved the following salary range adjustments for Administrative Supervisor 2 and 3 and Court Services Supervisor 2 and 3:

a. Effective on or about January 1, 2002 and after application of the 1.5% across-the-board increase, an additional increase to the maximum of the ranges in the amount of \$1000 so that the new maximums shall be:

Administrative Supervisor 2	\$74,625
Court Services Supervisor 2	\$74,625
Administrative Supervisor 3	\$77,133
Court Services Supervisor 3	\$77,133

b. Effective on or about January 1, 2004 and after application of the 2.5% across-the-board increase, and additional increase to the maximum of the ranges in the amount of \$500 so that the new maximums will be:

Administrative Supervisor 2	\$81,603
Court Services Supervisor 2	\$81,603
Administrative Supervisor 3	\$84,328
Court Services Supervisor 3	\$84,328

C. Salary progression within a Salary Band/Level.

Commencing on the first day of the second pay period of each calendar year, employees who are not at maximum of their salary range and who have the minimum length of service required for salary progression shall have their salaries increased in accordance with the following:

1. Effective pay period 2 of each calendar year, employees who have at least one year of service completed as of December 31 and who have been rated as "Meeting Quality Standards" or "Exceptional" under the Judiciary's Employee Performance Evaluation System, shall have his/her salary increased by 4.15% or to the maximum of the salary range, whichever is less. This shall be in addition to the across-the-board salary adjustment outlined above. Notwithstanding the above, no employee will have his/her annual salary increased above the maximum.

2. Employees who have at least one year of service completed as of December 31 and who have been rated as "Exceptional" under the Judiciary's Employee Performance Evaluation System, shall be given an off-base payment up to 2% of their prior year's December 31 salary. The parties agree that the above-described 2% payment is subject to available funding and that the total payout to bargaining unit members will be up to a maximum cost of ½ of one-percent of the total bargaining unit's salary cost.

3. Notwithstanding the provisions of 7.2C 1 and 7.2C 2, above, no "Exceptional Performance" off-base payment will be made to any employee until and unless all employees have received their formal evaluation.

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

7.3 New Hires and Employees on a Leave of Absence

A. New employees hired from December 1 of the previous year through May 31st will be eligible to receive a pro-rata portion of the performance payment described in 7.2C

above, consisting of 1/12 for every completed month of employment. Employees hired during the month will receive the following:

1. Employees who start between the first and eighth day of the month will receive the entire pro-rata portion for that month;
2. Employees who start between the ninth and the twenty-third day of the month will receive one-half of the pro-rata portion for that month; and
3. Employees who start after the twenty-third day of the month will not receive any of the pro-rata portion for that month.

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

B. New employees hired between June 1 and November 30 will be eligible in the January following their first year anniversary for the full amount of the performance pay described in 7.2C above. Thereafter, these employees will be on the normal January cycle.

C. An employee who goes on an unpaid leave of absence, is on a furlough leave for more than 30 days, or is absent without pay for ten or more intermittent days during the rating period shall be evaluated upon return from the leave or at the end of the rating period whichever is later. If the employee is eligible for a performance pay increase and/or exceptional pay, the employee will receive a pro-rata portion of these payments (1/12 for every completed month of employment) the first full pay period after the evaluation was completed or as a regularly scheduled performance pay increase, whichever comes later as follows:

For every ten days that an employee is not in pay status during the rating period, his/her performance increase and/or exceptional payment shall be reduced by one-half of the pro-rated monthly amount (one-half of the 1/12 monthly amount).¹

7.4 Vicinage Adjustment Pay

Vicinage employees will continue to be eligible for Vicinage Adjustment Pay (VAP) in accordance with the established practice as previously negotiated.

7.5 Promotions and Advancements

A. For purposes of this section "promotion" means that an employee moves from a

¹Notwithstanding the language in C above, it will be modified to reflect the present practice for unpaid leave after the new performance evaluation language is agreed upon.

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

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

C. The Judiciary may make "acting appointments" to vacant unclassified positions pending the completion of the recruitment, selection and appointment process. Employees appointed to serve in an acting capacity in a title with a salary range that has a higher maximum shall receive the 5% promotional/advancement increase to their base salary consistent with section 7.5A, above, for the time period the employee serves in an acting capacity.

7.6 Demotions

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

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

ARTICLE 8

HEALTH BENEFITS, PRESCRIPTION DRUG, AND VISION CARE PROGRAM

8.1 State Health Benefits Program

(a) The State Health Benefits Program is applicable to full-time employees covered by this contract and their eligible dependents. Such employees will have the option on the open enrollments dates of selecting one of the following plans: Traditional Indemnity, Managed Care/Point of Service (New Jersey Plus), or an HMO approved by the State Health Benefits Commission. 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.

(1) The Managed Care/Point of Service Plan (New Jersey Plus) shall remain without any premium cost to eligible employees and their eligible dependents during the term of this Agreement.

(2) Effective December 22, 2000 (pay period 26/00) following the October 2000 open enrollment period, employees who elect coverage in the Traditional Plan shall pay 25% of the cost of the premium of that Plan as established by the State Health Benefits Commission. The premium cost provisions set forth in the 1995-2000 Agreement for the Traditional Plan shall remain in effect until December 21, 2000 (through pay period 25/2000).

(3) Effective December 22, 2000 (pay period 26/00) following the October 2000 open enrollment period, employees who elect coverage in an approved HMO Plan shall pay 5% of the cost of the premium of that Plan as established by the State Health Benefits Commission. The approved HMO Plans shall remain without any premium cost from July 1, 2000 through December 21, 2000 (pay period 25/2000).

(4) The effective date for health benefit changes as a result of this agreement will be December 30, 2000 (pay period 2/2001).

(b) Active employees who are eligible for enrollment in the State Health Benefit Program will be able to use pre-tax dollars to pay contributions to health benefits under a Section 125 premium conversion option. All contributions will be by deductions from pay.

(c) Effective January 1, 1996, consistent with law, the State will no longer reimburse active employees or their spouses for Medicare Part B premium payments or that of their spouses.

8.2 Prescription Drug Program

(a) It is agreed that the State shall continue the Prescription Drug Benefit Program during the period of this Agreement. The program shall be funded and administered by the State. It shall provide benefits to all eligible unit employees and their eligible dependents. Each prescription required by competent medical authority for Federal legend drugs shall be paid for by the State from funds provided for the Program subject to a deductible provision which shall not exceed \$5.00 per prescription or renewal of such prescription and further subject to specific procedural and administrative rules and regulations which are part of the Program.

8.3 Health Insurance in Retirement

(a) The State agrees to assume upon retirement the full cost of the Health Benefits coverage for State employees and their dependents including the cost of charges under Part B of the Federal Medicare Program for eligible employees and their spouses, but not including survivors, for employees who accrued 25 years of pension credit service, as provided under the State plan, by July 1, 1997, and those employees who retire for disability on the basis of fewer years of pension credit in the State plan by July 1, 1997.

(b) Those employees who accrue 25 years of pension credit service or retire on a disability retirement during the period from July 1, 1997 through June 30, 2000 are eligible to receive the following when they retire:

(1) Employees in this group who elect to enroll in the Managed Care/Point of Service (New Jersey Plus) or any of the approved HMO Plans shall not have to contribute to the cost of any premium for health insurance coverage.

(2) Employees in this group who elect to enroll in the Traditional Plan and earn \$40,000 or more in base salary in the year they retire shall pay the difference between the cost of the Traditional Plan and the average of the cost to the State of the Managed Care/Point of Service (New Jersey Plus) and the approved HMO Plans for health insurance coverage.

(3) Employees in this group who elect to enroll in the Traditional Plan and earn less than \$40,000 in base salary in the year they retire shall pay 1% of their annual base pay at retirement but not less than \$20.00 a month for health insurance coverage.

(4) Employees in this group shall receive Medicare Part B reimbursement after retirement up to a cap of \$46.10 per month per eligible employee and the employee's spouse.

(c) Those employees who accrue 25 years of pension credit service or retire on a disability retirement during the period from July 1, 2000 through June 30, 2003 are eligible to receive the following when they retire:

(1) Employees in this group who elect to enroll in the Managed Care/Point of Service (New Jersey Plus) or any of the approved HMO Plans in retirement shall not have to contribute to the cost of any premium for health insurance coverage.

(2) Employees in this group who elect to enroll in the Traditional Plan shall pay 25% of the premium cost of the Traditional Plan for health insurance coverage.

(3) Employees in this group shall receive Medicare Part B reimbursement after retirement up to a cap of \$46.10 per month per eligible employee and the employee's spouse.

(d) Those employees who accrue 25 years of pension credit or retire on a disability retirement on or after July 1, 2003² will be subject to the provision of paragraph C, above, unless superceded by collective negotiations or law.

(e) All retirees who elect approved HMOs may choose only one family policy, regardless of retirement date.

(f) Employees hired on or after July 1, 1995, will not receive any reimbursement for Medicare Part B after retirement.

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

8.4 Dental Care Plan

(a) Full-time employees and eligible dependents shall be eligible for the State-administered Dental Care Program which shall be continued during the life of this Agreement.

(b) Participation in the Program shall be voluntary with a condition of participation being that each participating employee authorize a biweekly salary deduction not to exceed 50

²The Judiciary is currently seeking the approval by the Division of Pensions to extend this date to the expiration date of this Agreement.

percent of the cost of the type of coverage elected, e.g., individual employee only, husband and wife, parent and child or family coverage.

(c) Each employee shall be made available a brochure describing the details of the Program and enrollment information and the required forms.

(d) Participating employees shall be provided with an identification card to be utilized when covered dental care is required.

(e) An optional Group Dental program which will provide services through specific dental clinics and offices will be made available to employees in this unit. Participation in this program shall be voluntary with a condition that each participating employee authorize a bi-weekly salary deduction not to exceed 50 percent of the cost of the coverage for a one year period. Employees will be able to enroll in only one of the two programs or in no program at all.

8.5 Eye Care Program

(a) It is agreed that the State shall continue the Eye Care Program during the period of this Contract. The coverage shall provide for a \$35.00 payment for regular prescription lens or \$40.00 for bifocal lens or more complex prescriptions. Included are all eligible full-time employees and their eligible dependents (spouse and unmarried children until the end of the calendar year in which they reach 23 years of age and who live with the employee in a regular parent-child relationship). The extension of benefits to dependents shall be effective only after the employee has been continuously employed for a minimum of sixty (60) days.

(b) Full-time employees and eligible dependents as defined above shall be eligible for a maximum payment of \$35.00 or the cost, whichever is less, of an eye examination by an Ophthalmologist or an Optometrist.

(c) Each eligible employee and dependent may receive only one payment for glasses and one payment for examinations during the period July 1, 1999 to June 30, 2001 and one payment for glasses and one payment for examination during the period of July 1, 2001 to June 30, 2003. Proper affidavit and submission of receipts are required of the employee in order to receive payments.

ARTICLE 9

DISCIPLINARY ACTIONS

9.1 Labor/Management Pre-Disciplinary Procedure

(a) The parties may agree to confer regarding resolution of problems in order to prevent disciplinary action.

(b) Counseling and oral and written warnings are appropriate predisciplinary actions to be taken at management's discretion. Counseling and oral and written warnings are not discipline and are not subject to the grievance or arbitration provisions of this contract.

(c) Copies of written warnings must be provided to the employee who may respond in writing. The written response will be attached to the written warning and placed in the employee's personnel file.

9.2 Types of Disciplinary Actions

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

9.3 Just Cause

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

(b) Discipline shall be progressive in nature and corrective in aim.

9.4 Union Representation During Questioning, Meetings or Hearings

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

(b) Union representation may include a Shop Steward or other employee designated by the Union to handle grievances.

9.5 Notice of Proposed Discipline

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

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

9.6 Hearing Procedure

(1) Within ten (10) business days after receiving a Notice of Proposed Disciplinary Action, employees may request a hearing, which shall be held within fifteen (15) business days unless agreed otherwise. If no hearing is requested within ten (10) business days, it is deemed waived. A final notice of disciplinary action shall be issued and discipline shall be imposed.

(2) The employee may be represented at the hearing by a Union representative or representatives as defined in 9.4 above. The Judiciary shall issue a decision and furnish the employee and the Union with a Final Notice of Disciplinary Action within ten (10) business days after the hearing, or such additional time as may be agreed to by the parties.

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

(4) a. Minor Discipline

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

ii. Hearings of minor discipline involving suspensions shall be conducted by a hearing officer assigned by the Administrative Office of the Courts. The scheduling of said hearings will be mutually agreed upon by management, the hearing officer and the union.

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

b. Major Discipline

I. Major discipline shall include: (a) termination from

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

ii. Hearings of major discipline shall be conducted by a hearing officer assigned by the Administrative Office of the Courts. The scheduling of said hearings will be mutually agreed upon by management, the hearing officer and the union.

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

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

9.7 Miscellaneous Provisions - Applying to Paragraphs 9.1 to 9.6

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

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

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

9.8 Team Leader and Supervising Probation Officer Positions

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

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

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

ARTICLE 10

GRIEVANCES

10.1 Grievance Definition

A "grievance" is:

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

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

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

10.2 Purpose

(a) The purpose of the grievance procedure is to secure prompt and equitable resolutions to problems regarding the administration of this Agreement or other terms and conditions of employment. To this end, relevant and necessary information, materials and documents concerning any grievance shall be provided by the employer upon written request.

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

10.3 General Rules

(a) Formal grievances shall be filed by the Union and shall be governed by the procedures set forth herein. The grievant may be an individual employee, a group of employees, or the Union itself. The Union may submit a grievance either within the time limits referred to herein or initially at Step 3 with the consent of the Chief, Labor and Employee Relations Unit of the Administrative Office of the Courts which consent shall not be unreasonably withheld, within thirty (30) business days of the occurrence giving rise to the grievance or within thirty (30) business days of the time the occurrence is known to the Union, whichever is later. The time limits set forth above for a grievance submitted at the Step 3 level, shall be used for a Union grievance.

An individual employee involved shall be entitled to be present and to use the grievance procedure at 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.

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

(c) The Union may undertake to amend the grievance during any step of the procedure. It is understood that such amendment is only for the purpose of clarification and shall not be utilized to change the nature of the grievance or to include additional issues.

(d) Meetings and/or hearings shall be scheduled by the Judiciary after consultation with the Union as to availability of mutually convenient dates and times within the time limits set forth herein.

(e) Where the subject of a grievance suggests it is appropriate, and where the parties mutually agree, such grievance may be initiated at or moved to any step of the procedure, prior to arbitration without hearing at a lower step. Agreement shall not be unreasonably withheld. Prior to arbitration, a grievance shall be heard at least the Step 3 hearing level.

(f) The number of days indicated at each step of the grievance procedure shall be considered the maximum and every effort shall be made to expedite the process. The time limits specified may be extended by mutual written consent.

(g) The lack of response by the Judiciary within the prescribed time periods, unless time limits have been extended by mutual agreement, should be construed as a negative response.

(h) The Union representative shall have the right directly to examine or cross examine witnesses who appear at a hearing at any step of this procedure. The Union shall have the right to be present and to state its views at all steps of the grievance procedure.

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

(j) The Judiciary shall provide both the grievant and the Union with a copy of the grievance decision at each step of the procedure.

(k) A local union Steward shall be permitted reasonable time up to one (1) hour to investigate in vicinage grievances and reasonable time to present and process in vicinage grievances during working hours without loss of pay or time.

(m) Any employee scheduled by the parties during his/her working hours to participate in grievance procedures shall suffer no loss in pay or benefits for appearances in grievance

hearings. There shall be no claim for compensatory time in the event the grievance hearing extends beyond the employee's normal work day.

(n) Where the employee or the Union requests employee witnesses, permission for a reasonable number of witnesses required during the grievance proceedings will be granted. A witness of such proceedings will be permitted to appear without loss of pay for the time of appearance and travel time as required if during his/her normal scheduled working hours. There shall be no claim of overtime in the event the grievance hearing extends beyond the witnesses normal work day.

(o) The burden of proof shall be on the grievant.

(p) Management, at any step of the grievance process, may consolidate two or more grievances on the same issue and process them as a group grievance.

(q) The parties shall submit a list of witnesses, grievants and union representatives attending the hearing to the hearing officer at least three (3) business days in advance.

10.4 Preliminary Informal Procedure

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

10.5 Formal Procedure

(a) **Step 1.** The grievant, through the Union Steward, may present the grievance in writing with the first level of supervision having authority to effect a remedy within twenty (20) business days of the date the grievant knew or should have known of its occurrence.

The union shall be notified by the Judiciary within two (2) business days of a grievance that is received by the employer.

A meeting shall be scheduled between the Union steward and the appropriate manager within ten (10) business days of receipt of the grievance. A written or verbal disposition of the grievance shall be given to the grievant and the Union within five (5) business days of the meeting. If written, a copy of the disposition shall also be forwarded to the Labor and Employee Relations Unit of the Administrative Office of the Courts. Union consent is needed to resolve all grievances above Step 1, unless waived by failure to appear after receiving notice of a meeting or hearing.

- (b) **Step 2.** If the grievance has not been resolved at Step 1, the grievance shall be presented to the Senior Manager/Trial Court Administrator or his/her designee in writing by the Union Steward within ten (10) business days of receipt of the disposition of Step 1 or if no disposition has been made within 15 business days of presentation of the Step 1 complaint or grievance.

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

- (c) **Step 3.** If the grievance is not resolved at Step 2 of this procedure, then the Union may within ten (10) business days of receipt of the disposition of Step 2 submit the grievance to the Labor and Employee Relations Unit of the Administrative Office of the Courts or if no disposition or decision has been made within twenty (20) business days of the presentation of the Step 2 complaint or grievance. If requested by the Union, a hearing shall be held by the Counsel's Office within twenty (20) business days of receipt of the appeal. A staff member of the Counsel's Office shall be assigned to hear the grievance and shall render a disposition of the grievance within fifteen (15) business days. A copy of the disposition shall be forwarded to the grievant and the Union.

10.6 Arbitration

- (a) A non-contractual grievance as defined in Section 10.1(b) above shall not be subject to arbitration.
- (b) If a grievance which involves an alleged violation of the application or interpretation of the agreement as defined in Section 10.1 (a) above, is not satisfactorily resolved at Step 3, then arbitration may be requested only by the Union through its designee within thirty (30) calendar days from the date the Union received the Step 3 decision or if no decision, forty five (45) calendar days. If mutually agreed, a pre-arbitration conference may be scheduled for the purpose of attempting to settle the matter and to frame the issue or issues absent a settlement.
- (c) The parties herewith agree upon the following panel of arbitrators: Robert Glasson, James Mastriani, Jeffrey B. Tener, Barry Weinberg and Joan Parker. This panel may be changed or expanded by agreement between the parties. Each member of the panel shall serve in turn alphabetically as the sole arbitrator for a given case. Where a member of the panel is unable to serve, the next member in sequence shall then serve. If an arbitrator ceases to serve on the panel, the parties shall within twenty (20) days select a replacement for the non-serving arbitrator.

(d) The arbitrator shall conduct a hearing to determine the facts and render a decision in writing to the parties. The arbitrators shall not have the power to add to, subtract from, or modify the provisions of this Agreement or laws of the State, or any written policy of the Judiciary not inconsistent with this Agreement, or to determine any dispute involving the exercise of management function which is within the authority of the Judiciary, and shall confine his/her decision solely to the interpretation and application of this Agreement. The arbitrator shall be confined to the precise issues submitted for arbitration and shall have no authority to determine any other issues not so submitted, and the arbitrator shall not submit observations or opinions which are not essential in reaching the determination of the issues presented. The award of the arbitrator shall be final and binding consistent with applicable law and this Agreement. The fees and expenses of the arbitrator shall be divided equally between the parties, and any other cost of the arbitration proceeding, including the cost of recording, shall be borne by the party incurring the cost.

(e) The arbitrator shall hold the hearing at a time and place convenient to the parties within thirty (30) calendar days of his/her acceptance to act as arbitrator and shall issue his/her decision within thirty (30) calendar days after the close of the hearing.

ARTICLE 11

EFFECT OF NEGOTIATIONS

11.1 Maintenance of Terms and Conditions of Employment

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

11.2 Terms of Agreement

The term of this Agreement shall be July 1, 2000 to June 30, 2004 subject to the re-opener provisions as herein set forth.

ARTICLE 12

MANAGEMENT RIGHTS

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

ARTICLE 13

NO STRIKE, NO LOCKOUT

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

ARTICLE 14

HOLIDAYS

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

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

- 14.2 In the event any of the above holidays fall on a Sunday, they shall be celebrated on the following Monday; in the event they fall on a Saturday, they shall be celebrated on the preceding Friday.
- 14.3 Any other days declared as holidays or official days off by Proclamation of the Governor or by action of a county authority, when applied to judiciary employees, shall be subject to review and approval by the Chief Justice or the local Assignment Judge.
- 14.4 Employees previously eligible for recess days at Thanksgiving and Christmas or other holidays not listed above shall no longer be eligible for those days as of January 1, 1999. All leave time taken shall be consistent with the articles contained in this agreement. Notwithstanding the foregoing, those employees who received this benefit in 1999 shall not be entitled to this benefit thereafter.

ARTICLE 15

STATE TRAVEL REGULATIONS

15.1 State Travel Regulations

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

15.2 Notice of Any Changes

The Judiciary shall notify the Union of any changes in the State Travel Regulations as adapted by the Judiciary and will respond to a request for a meeting by the Union to discuss the changes. Any such meeting that may occur is for the purpose of exchanging information and discussing concerns that may exist, but shall not impact on the right of the Judiciary to implement such changes and shall not create an obligation to negotiate over such changes. To the extent the Union becomes aware of any changes in State Travel Regulation, it will notify the Judiciary of same.

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

15.4 Overnight Travel

If the Judiciary authorizes two employees to travel and stay overnight in a double room and the employees agree to each get a private room, the Judiciary will reimburse each employee for up to one-half (1/2) of the amount that the Judiciary would have spent on the double room but not more than the actual cost of the room.

ARTICLE 16

VACATION LEAVE

- 16.1 Vacation leave shall be granted in accordance with the provisions of N.J.A.C. 4A:6-1.2.
- 16.2 Employees covered by this Agreement shall be entitled to the use of such leave as provided herein unless otherwise provided in the Letter of Agreement.
- a. One working day for the initial month of employment if the employee begins work on the 1st through the 8th day of the calendar month, and one-half working day if the employee begins work on the 9th through the 23rd day of the month. Thereafter, during the first calendar year of employment, one (1) working day of vacation for each month of employment.
- b. Twelve (12) working days of vacation from one (1) to five (5) years of service.
- c. Fifteen (15) working days of vacation from six (6) to twelve (12) years of service.
- d. Twenty (20) working days of vacation from thirteen (13) to twenty (20) years of service.
- e. Twenty-five (25) working days of vacation after the twentieth (20) year of service.
- 16.3 Those central payroll professional employees whose vacation days currently exceed the limits in Section Two above shall be grandfathered at their present level of vacation leave until they reach the next level as described in Section Two above.
- 16.4 An increase in vacation leave shall be granted at the beginning of the calendar year in which the years of service requirement will be met.
- 16.5 a. Vacation leave is credited in advance at the beginning of the calendar year in anticipation of continued employment for the full year and may be used on that basis. Vacation allowance must be taken during the calendar year earned unless the appropriate manager determines that it cannot be taken by the employee because of pressure of work.
- b. Where an employee has an earned vacation balance which has not been previously scheduled as of October 1, at the request of employee the supervisor will meet with the employee to determine a schedule so that no accrued vacation time will be lost.
- 16.6 A maximum of one (1) year vacation leave may be carried forward to the succeeding year.

- 16.7 When the vacation allowance for an employee increases based on the employee's years of service during any calendar year, the additional annual allowance will be given for the entire year.
- 16.8 Vacation leave may be granted and shall be recorded and tracked in hours.
- 16.9 Under normal circumstances, annual vacation shall be granted only with prior approval of the employee's senior manager or designee. Requests for vacation leave shall be submitted in writing as far in advance as possible, and normally not less than two weeks prior to the vacation leave. Requests that do not conflict with operational needs shall not be unreasonably denied.
- 16.10 The principle of seniority shall govern in the scheduling of vacation periods, provided that adherence to such practice does not impede the proper operation of the work unit as determined by the supervisor.
- 16.11 Intermittent days off without pay other than voluntary furlough or furlough extension days shall be aggregated and considered as continuous leave without pay for calculation of reduced vacation leave credits. When intermittent days off without pay other than voluntary furlough or furlough extension days equal eleven (11) working days, the employee's vacation and sick leave credit shall be reduced by one-half of one month's entitlement.
- 16.12 Part-time employees covered by this Agreement shall be entitled to a proportionate amount of paid vacation leave which shall be subject to the above provisions.

ARTICLE 17

ADMINISTRATIVE LEAVE

- 17.1 Full-time employees covered by this Agreement shall be entitled to three (3) days of administrative leave of absence with pay in each calendar year.
- 17.2 Administrative leave may be used for emergencies, observance of religious or other days of celebration, or personal business.
- 17.3 Newly-hired employees shall be granted one-half (½) day of administrative leave after each full calendar month of employment to a maximum of three (3) days during the remainder of the calendar year in which he/she is employed. Thereafter, administrative leaves shall be credited at the beginning of each calendar year.
- 17.4 Administrative leave shall be granted by the appointing authority upon request of the employee and, except in emergencies, leave shall be scheduled with as much notice in advance as possible. Requests that do not conflict with operational needs shall not be unreasonably denied.
- 17.5 Administrative leave may be granted and shall be recorded and tracked in hours.
- 17.6 Administrative leave shall not accumulate. Unused balances in any calendar year shall be canceled.
- 17.7 Part-time employees covered by this agreement shall be entitled to a proportionate amount of paid administrative leave which shall be subject to the above provisions.
- 17.8 Employees that heretofore have not received administrative leave days shall be eligible for the administrative leave days following execution and ratification of this agreement.

ARTICLE 18

SICK LEAVE

- 18.1 All employees covered by this Agreement and eligible for sick leave with pay shall be entitled to the use of sick leave as provided herein.
- 18.2 All sick leave shall be provided pursuant to the provisions of N.J.A.C. 4A:6 and all applicable laws, regulations and policies of the Judiciary of the State of New Jersey. Accordingly, in each full calendar year employees shall be entitled to fifteen (15) days sick leave. The leave is credited in advance at the beginning of the year in anticipation of continued employment for the full year and may be used on the basis and in accordance with N.J.A.C. 4A:6. Such leave not utilized shall be accumulated. New hires shall be entitled to a pro-rata share of sick leave with pay in accordance with the provisions of N.J.A.C. 4A:6.
- 18.3 Reporting of Sick Leave**
- (a) An employee shall, by his/her scheduled starting time, notify his/her supervisor or designated contact person of any absence due to illness.
 - (b) Failure of an employee to supply proper notification to his/her supervisor or designated contact person may result in :
 - 1. Denial of use of sick leave for the absence.
 - 2. Disciplinary action on the basis of abuse of sick leave.
- 18.4 Excessive Absenteeism**
- (a) Excessive Absenteeism shall be defined as paid or unpaid days away from the job for illness or injury that exceed six (6) occurrences in any six (6) consecutive pay periods for 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, the employee shall be advised, in writing, that further sick leave will require proof of illness constituting acceptable medical evidence for each occurrence. Upon such notification the employee will be required to submit acceptable medical documentation for any absence during the subsequent six pay periods.
 - (b) The six (6) consecutive pay periods in 18.4(a) are "rolling" periods back from the

current date of sick leave absence. The submittal of proof of illness constituting acceptable medical evidence after the six (6) consecutive pay periods shall be evaluated by the appointing authority or their designee. Employees required to submit proof of illness constituting acceptable medical evidence for six (6) occurrences in six (6) consecutive pay periods must continue to do so for the next six (6) pay periods. The obligation to submit proof of illness constituting acceptable medical evidence beyond the next six (6) pay periods can be extended if further absences have occurred or other reasonable basis exists or 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 18.4(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.

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

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

18.7 Unused Sick Leave - Retirement

- (a) A permanent employee who enters retirement pursuant to the provisions of a state administered or approved retirement system and has to his or her credit any

earned and unused accumulated sick leave shall be entitled to receive supplemental compensation for such earned and unused accumulated sick leave.

- (b) The supplemental compensation to be paid shall be computed at the rate of one-half ($\frac{1}{2}$) of the eligible employee's daily rate of pay for each day of earned and unused accumulated sick leave based on the average annual compensation received during the last year of his or her employment prior to the effective date of his or her retirement, provided, however, that no such supplemental compensation payment shall exceed \$15,000.00.

ARTICLE 19

LAYOFF AND RECALL

19.1 Layoff and Recall of Classified Employees

The layoff and recall of classified employees shall be governed by the provisions of N.J.A.C. 4A.

19.2 Layoff of Unclassified Employees

- A. A layoff is defined as a removal of an employee from employment due to the elimination of the employee's position as a result of financial constraints or organizational/operational changes.
- B. Whenever and to the extent possible, the Judiciary will identify all available employment opportunities to avoid layoff by transferring, reassigning or offering to demote employees to available vacancies within the Judiciary, and will notify the union of the layoff and the opportunities to avoid the layoff as far in advance as possible.

The Judiciary shall in its sole discretion determine the number of employees to be separated in each job band, or title series within a job level, in each Appointing Authority based on funding availability and/or local operational needs.

- C. Each Appointing Authority shall consider the following factors when determining which unclassified employees within a job band shall be laid off:
 - 1. Performance Evaluation Rating
 - 2. Level within a Job Band
 - 3. Seniority within the Judiciary
 - 4. Disciplinary Action Record

- (i) Performance Evaluation Rating

Points shall be credited for the ratings in the employee's four most recent annual performance evaluations. Pilot and interim assessments will be included if the employee has not received four annual performance evaluations.

The points associated with the performance evaluation ratings are as follows:

New hire, no rating	0 points
Needs Improvement	-1 point
Meets Quality Standards	+3 points
Exceptional	+4 points

The points for the employee's four performance ratings shall be added together.

The maximum number of points attainable for this category is 16.

(ii) Level within a Job Band

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

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

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

(iii) Seniority with the Judiciary

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

2. Continuous Judiciary service includes years of service on the central budget payroll and in the vicinage trial courts, on the county or State payroll, with no break in service from the Judiciary. It does not include service in the municipal courts if such service was not on the central budget or vicinage's county payroll. It does not include service in other branches of State government.

3. Voluntary furloughs, all leaves with pay including Sick Leave Injury and approved leaves without pay shall not be deducted from total years of Judiciary service.

4. Suspensions, other leaves of absence without pay and any period an employee is laid off shall be deducted in calculating total years of Judiciary service.

(iv) Disciplinary Action Record

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

Each suspension of 5 days (minor)	- 2 points
Each suspension of more than 5 days in 5 day blocks (major)	- 3 points

- D. The numerical points for Performance Evaluation Ratings, Level within a Job Band and Seniority with the Judiciary shall be added together and reduced by any points assessed for the Disciplinary Action Record to arrive at each employee's total numerical rating of layoff points.

Within the Appointing Authority, employees in the identified job bands or title series shall be laid off in order of their total numerical points. The employee with the lowest total numerical points shall be the first to be laid off. However, in the event of a tie, tie breakers will be applied in the following order:

1. **Performance Evaluation**
An employee with lower total performance evaluation points shall be laid off before an employee with higher total performance evaluation points.
2. **Seniority with the Judiciary**
An employee with lower points for seniority within the Judiciary shall be laid off before an employee with higher points.
3. **Suspension**
An employee with suspension points shall be the first to be laid off among those with the same total numerical points.
4. **Level within a Job Band**
An employee with lower points for level within a job band shall be laid off before an employee with higher points.

The Appointing Authority shall in its sole discretion determine which employee(s) shall be laid off if, after application of all tie breakers, two or more individuals remain tied and not all must be laid off.

- E. The Judiciary voluntarily agrees to apply the notice provisions applicable under the Administrative Code for employees in career service titles to unclassified employees, except where a different approach may be justified.
- F. Laid-off unclassified employees shall have no bumping rights.

G. Laid-off unclassified employees shall be sent copies of all Judiciary job vacancy notices for a period of two years and shall be given due consideration, along with other qualified applicants, if they submit a resume in application for a position and meet the minimum qualifications. The laid-off employee must provide the employer with any address change during the two-year time period.

H. Appeal of Lay Off

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

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

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

19.3 This article is neither grievable nor arbitrable under Article 10 of this agreement.

ARTICLE 20

LEAVE OF ABSENCE

- 20.1** Employees in the classified service will be provided with unpaid leaves of absence in accordance with the New Jersey Administrative Code, including N.J.A.C. 4A:6-1.10.
- 20.2** Employees in the unclassified service will be provided with unpaid leaves of absence in the same manner as for employees in the classified service, and such leave may be extended beyond one (1) year for exceptional situations upon request at the discretion of the appointing authority.
- 20.3** All unpaid leaves of absence shall be inclusive of all unpaid leave entitlement including family leave as provided by the New Jersey Family Leave Act (N.J.S.A. 34:11B-1 et seq.) and the Federal Family and Medical Leave Act (29 U.S.C. §2601 et seq.).
- 20.4** Employees in the classified service shall be entitled to unpaid leaves of absence that shall not exceed a period of one (1) year. A leave may be extended beyond one (1) year for exceptional situations upon request which is subject to review by the appointing authority and final written approval by the Department of Personnel.

ARTICLE 21

PERSONNEL FILES

21.1 Maintenance of files

- a. The Judiciary shall maintain a personnel file on each employee which shall be maintained in the local Human Resources Office. In the event that more than one file is kept, the employee shall be informed of the whereabouts of the files.
- b. No document of an anonymous nature may be inserted into the file, but not withstanding this procedure the anonymous document shall be provided to the named employee if the contents of the document are investigated.

21.2 Copies to the employee

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

21.3 Right to review file

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

21.4 Confidentiality

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

ARTICLE 22

JOB OPPORTUNITIES

22.1 Posting

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

22.2 Voluntary Transfer and Reassignment

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

22.3 Involuntary Transfer and Reassignment

- a. No county judicial employee who became a State judicial employee on January 1, 1995 as a result of the Judicial Employees Unification Act, shall be transferred or reassigned between counties or between a county and the centralized Clerks' Offices or the Administrative Office of the Courts in Trenton, without the employee's consent, except in the case of an emergency for which the Judiciary could not plan.
- b. In the event the Judiciary must, as a result of an emergency, involuntarily transfer or reassign a county judicial employee who became a State judicial employee on January 1, 1995 as a result of the Judicial Employees Unification Act, it shall only be done for a short duration, not to exceed sixty (60) calendar days in any

twelve (12) month period, and only after giving the reasons, in writing, to the employee and the Union. Prior to such transfer or reassignment, volunteers shall first be solicited from among the existing qualified workforce.

ARTICLE 23

PERFORMANCE ASSESSMENT REVIEW

23.1 General Provisions

The Probation Association of New Jersey Professional Supervisor's Union and the Judiciary are committed to creating a world-class court system and to providing the citizens of New Jersey the highest and most efficient delivery of services in this court system. In order to foster a work environment that promotes these objectives, the parties agree to establish a directly job related performance appraisal system that will be utilized to measure employee performance and to assist each employee in the development of the knowledge, skills and abilities needed to be highly competent in the performance of their assigned duties and to grow in their public careers. To this end, the following provisions of the performance appraisal system will be followed:

- (1) Commencing in 1999, all employees will have the same evaluation period, which will be December 1 of the previous year through November 30 of the present year.
- (2) An interim performance evaluation will be completed on or about June 10 of each year and the final performance evaluation completed on or about December 10 of each year.
- (3) A standard evaluation form will be utilized for all employees and that form will consist of standardized listings of competencies for each title in its respective band and level;
- (4) At the beginning of the rating period (and in no event later than December 10), the supervisor/rater and the employee or group of employees will, for each area of appropriate competency, mutually select the critical tasks appropriate to the individual's job and outline the objective, measurable and obtainable standards by which the performance of each of these tasks will be measured and rated. In the event there are unresolved differences in the selection of critical tasks, the next level supervisor will resolve the differences;
- (5) The employee will sign the completed standard evaluation form, the completed interim evaluation and the final evaluation to indicate that the employee has seen the completed documents and a copy of each will be given to the employee; no employee shall be disciplined for refusal to sign the performance evaluation forms or standards;
- (6) Each area of competency will have boxes to be initialed by the rater and, at the end of every evaluation period, checked to indicate if the employee's

performance rating is “Exceptional,” “Meets Quality Standards” or “Needs Improvement;”

- (7) The form will include space for a supporting statement for every competency rating of either “Needs Improvement” or “Exceptional;”
- (8) The form will include a section listing the training offered and received during the rating period;
- (9) The form will include a section listing those items on which the employee should concentrate to improve performance, those items that the employee should avoid doing, significant performance events and an employee performance improvement plan;
- (10) Performance ratings may be used as a factor in promotions; and
- (11) During the normal probationary period, the employee will be advised of the Quality Standards to be achieved and will be immediately advised of any specific deficiencies in progress. A formal rating will be given to the probationer every two months. Employees who satisfactorily complete their probationary period will be given a “Meets Quality Standards” rating for that period.

23.2 Rating Categories

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

- a. “Needs Improvement.” This is the lowest rating and an employee should only be given this rating if they consistently do not meet the Quality Standards for their job. The rater must have just cause to give this rating and sufficient documentation of the areas where the Quality Standards were not consistently being met. The workload will be given due consideration in making this rating.
- b. “Meets Quality Standards.” This is the rating that should be given when an employee is performing satisfactorily and is generally meeting the “Quality Standards” that are expected for their job. The workload will be given due consideration in making this rating.
- c. “Exceptional.” This is the rating that should be reserved for when an employee consistently exceeds the “Quality Standards” and goes above and beyond what is expected for the job. The workload will be given due consideration in making this rating.

ARTICLE 24

APPEAL OF PERFORMANCE RATING

24.1 Appeal Procedure - General Provisions

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

24.2 Step 1—Division Appeal Process

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

24.3 Step 2--Final Appeal Process

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

24.4 The Judiciary Performance Assessment Review Board

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

24.5 Evaluating the Evaluation System

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

ARTICLE 25

SAVINGS AND SEPARABILITY

25.1 Separability

If any provision of this agreement is declared to be invalid or restrained by any operation of law or any tribunal of competent jurisdiction, the remainder of this agreement shall not be affected thereby.

25.2 Savings

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

ARTICLE 26

HEALTH AND SAFETY

26.1 Maintenance of the Workplace

(a) The Judiciary shall continue to make reasonable provisions for the safety and health of its employees during the hours of their employment. The Judiciary will discharge its responsibility for the development and enforcement of occupational safety and health standards to provide a safe and healthful environment in accordance with 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 reasonable safe and healthful place of employment for all employees. References to safety are intended to include a concept of reasonable personal security and protections which shall be maintained to assure employees against physical harm.

(b) Where applicable, the Judiciary shall be guided by the "Best Practices for Safety Standards for New Jersey Probation."

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

26.2 Video Monitor Operators

Full-time employees who use video monitors 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.

26.3 Safety Vests

The Judiciary will provide each Supervisor performing probation or pre-adjudicatory supervision field work who requests a safety vest with such safety vest consistent with protocol established for the use of the vests. The vests program will be implemented beginning not more than 60 days following ratification and approval of this contract at a rate of not less than 25% of such requests per year.

26.4 Labor Management Committee

There shall be established a labor management committee consisting of equal numbers from both sides, to meet to discuss health and safety matters.

ARTICLE 28

DAMAGE TO PERSONAL BELONGINGS

Judiciary employees may seek reimbursement from the State of New Jersey Judiciary for damages incurred to personal belongings in the course of work.

The submission of claims and the payment of same shall be made in accordance with State of New Jersey, Judiciary Policy on Reimbursement for Damage to Personal Belongings (effective November 27, 1995). A copy of this policy is attached hereto and made a part hereof.

**STATE OF NEW JERSEY
THE JUDICIARY
POLICY**

REIMBURSEMENT FOR DAMAGE TO PERSONAL BELONGINGS

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

**STATE OF NEW JERSEY
THE JUDICIARY
PROCEDURE**

REIMBURSEMENT FOR DAMAGE TO PERSONAL BELONGINGS

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

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

**STATE OF NEW JERSEY
THE JUDICIARY
PROCEDURE**

REIMBURSEMENT FOR DAMAGE TO PERSONAL BELONGINGS

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

IN WITNESS to this Agreement, the parties have caused their duly authorized

representatives to affix their signatures hereto this 27th day of

March, 2002.

FOR THE JUDICIARY OF THE
STATE OF NEW JERSEY

Rod Mull
Francis J. Jura
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FOR THE PROBATION ASSOCIATION
OF NEW JERSEY - PROFESSIONAL
SUPERVISORS' UNION

Samuel D. Pate
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**APPENDIX A
PROBATION ASSOCIATION OF NEW JERSEY
PROFESSIONAL SUPERVISORY UNIT
1ST YEAR**

	1st Year July 2000 Minimum	1st Year July 2000 Maximum
Court Interpreter 3	\$37,684.13	\$61,259.13
Administrative Supervisor 1	\$37,684.13	\$61,259.13
Court Services Supervisor 1	\$37,684.13	\$61,259.13
Court Reporter Supervisor 1	\$39,734.13	\$68,946.63
Administrative Supervisor 2	\$41,784.13	\$71,135.00
Court Services Supervisor 2	\$41,784.13	\$71,135.00
Court Services Supervisor 3	\$47,934.13	\$73,559.13
Administrative Supervisor 3	\$47,934.13	\$73,559.13
Court Reporter Supervisor 2	\$47,934.13	\$75,096.63
Administrative Supervisor 4	\$47,934.13	\$77,695.00
Court Services Supervisor 4	\$47,934.13	\$77,695.00

**APPENDIX A
PROBATION ASSOCIATION OF NEW JERSEY
PROFESSIONAL SUPERVISORY UNIT
2ND YEAR**

	2nd Year July 2001 Minimum	2nd Year July 2001 Maximum	2nd Year Jan. 2002 Minimum	2nd Year Jan. 2002 Maximum
Court Interpreter 3	\$38,437.81	\$62,484.31	\$39,003.07	\$63,403.20
Administrative Supervisor 1	\$38,437.81	\$62,484.31	\$39,003.07	\$63,403.20
Court Services Supervisor 1	\$38,437.81	\$62,484.31	\$39,003.07	\$63,403.20
Court Reporter Supervisor 1	\$40,528.81	\$70,325.56	\$41,124.82	\$71,359.76
Administrative Supervisor 2	\$42,619.81	\$72,557.70	\$43,246.57	\$74,625.00
Court Services Supervisor 2	\$42,619.81	\$72,557.70	\$43,246.57	\$74,625.00
Court Services Supervisor 3	\$48,892.81	\$75,030.31	\$49,611.82	\$77,133.00
Administrative Supervisor 3	\$48,892.81	\$75,030.31	\$49,611.82	\$77,133.00
Court Reporter Supervisor 2	\$48,892.81	\$76,598.56	\$49,611.82	\$77,725.01
Administrative Supervisor 4	\$48,892.81	\$79,248.90	\$49,611.82	\$80,414.33
Court Services Supervisor 4	\$48,892.81	\$79,248.90	\$49,611.82	\$80,414.33

**APPENDIX A
PROBATION ASSOCIATION OF NEW JERSEY
PROFESSIONAL SUPERVISORY UNIT
3RD YEAR**

	3rd Year July 2002 Minimum	3rd Year July 2002 Maximum	3rd Year Jan. 2003 Minimum	3rd Year Jan. 2003 Maximum
Court Interpreter 3	\$39,783.13	\$64,671.26	\$40,563.19	\$65,939.33
Administrative Supervisor 1	\$39,783.13	\$64,671.26	\$40,563.19	\$65,939.33
Court Services Supervisor 1	\$39,783.13	\$64,671.26	\$40,563.19	\$65,939.33
Court Reporter Supervisor 1	\$41,947.32	\$72,786.96	\$42,769.81	\$74,214.15
Administrative Supervisor 2	\$44,111.50	\$76,117.50	\$44,976.43	\$77,610.00
Court Services Supervisor 2	\$44,111.50	\$76,117.50	\$44,976.43	\$77,610.00
Court Services Supervisor 3	\$50,604.06	\$78,675.66	\$51,596.29	\$80,218.32
Administrative Supervisor 3	\$50,604.06	\$78,675.66	\$51,596.29	\$80,218.32
Court Reporter Supervisor 2	\$50,604.06	\$79,279.51	\$51,596.29	\$80,834.01
Administrative Supervisor 4	\$50,604.06	\$82,022.62	\$51,596.29	\$83,630.90
Court Services Supervisor 4	\$50,604.06	\$82,022.62	\$51,596.29	\$83,630.90

**APPENDIX A
PROBATION ASSOCIATION OF NEW JERSEY
PROFESSIONAL SUPERVISORY UNIT
4TH YEAR**

	4th Year July 2003 Minimum	4thYear July 2003 Maximum	4thYear Jan. 2004 Minimum	4thYear Jan. 2004 Maximum
Court Interpreter 3	\$41,374.45	\$67,258.12	\$42,388.53	\$68,906.60
Administrative Supervisor 1	\$41,374.45	\$67,258.12	\$42,388.53	\$68,906.60
Court Services Supervisor 1	\$41,374.45	\$67,258.12	\$42,388.53	\$68,906.60
Court Reporter Supervisor 1	\$43,625.21	\$75,698.43	\$44,694.45	\$77,503.79
Administrative Supervisor 2	\$45,875.96	\$79,162.20	\$47,000.37	\$81,603.00
Court Services Supervisor 2	\$45,875.96	\$79,162.20	\$47,000.37	\$81,603.00
Court Services Supervisor 3	\$52,628.22	\$81,822.69	\$53,918.12	\$84,328.00
Administrative Supervisor 3	\$52,628.22	\$81,822.69	\$53,918.12	\$84,328.00
Court Reporter Supervisor 2	\$52,628.22	\$82,450.69	\$53,918.12	\$84,471.54
Administrative Supervisor 4	\$52,628.22	\$85,303.52	\$53,918.12	\$87,394.29
Court Services Supervisor 4	\$52,628.22	\$85,303.52	\$53,918.12	\$87,394.29

APPEND

Title Consolidation*

Band/Level	Title
5-2b	Court Interpreter 3 Court Interpretary*
9-1	Administrative Super Acct Mgr* Judiciary Data B Control and Scheduling Supervisor Judiciary Operat Supervisor
9-1	Court Services Supl Dir CIU Dir Intake Judiciary Commvelopment Specialist Coordinator Program Coordi Proj Coord Proj Dir
9-2a	Court Reporter Sup 1 Assistant Supericial Court Reporters A Assistant Supericial Court Reporters C
9-2b	Administrative Sup 2 Accountant 1 Acct Mgr* Administrative A Appellate Case Supervising AccJudiciary Supervisor of Dssing Programming
9-2b	Court Services Sup 2 Assistant Super Residential Group Center Coor Cent Jud F Court Interpretary* Principal Probater 2 Supervising Profficer Judiciary* Team Leader Ju

* Classification surveys determined that there are two levpervision for this title.

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

5. Compensatory holiday leave, compensatory leave, sick leave, administrative leave and vacation leave may be used on an hourly basis. Unit staff using a full day will be charged the full scheduled hours of that day. Any time provisions set forth in the contract which refer to days shall be converted to equivalent hours for the purpose of this agreement (e.g. leave, discipline).
6. Unit staff will rotate shifts on a regular four month basis. The four-month rotation will be from the front-end of the work week to the back-end of the work week and vice-versa as well as from the day to night shift and vice-versa. The rotation will generally correspond with the commencement of a pay period. Shift assignments may be adjusted by management based on the operational needs of the Judiciary Data Center. Management will make every effort to accommodate staff in regard to their preferred shift assignments.
7. All shifts will be scheduled so that an employee's work schedule will be on three contiguous days. An employee's regular work schedule will not include a contiguous Saturday and Sunday. It is, however, understood that emergent situations may result in a temporary modification to these scheduling provisions. Every effort will be made by management to initially schedule the four work teams in such a manner to distribute the holidays in as equitable a manner as possible.
8. Employees who work in excess of forty hours in any work week will receive compensation for such work beyond forty hours on the basis of hour-for-hour compensatory time, provided all such work is approved by the employer in advance, unless emergent circumstances require later approval.
9. Both parties acknowledge that implementation of this article is dependent on the acquisition of sufficient trained staff and the establishment of uniform work rules with other affected bargaining units. However, implementation will not occur before January 1, 2002.
10. The Judiciary will explore the possibility of upgrading the kitchen facilities to include a refrigerator in order that employees working evenings do not have to leave the building.
11. The three-day work week will be implemented for an eight month trial basis. After the eight month period has ended, the parties will meet to discuss any problems that may have arisen in the implementation of this agreement and to reopen discussions on a shift differential or other appropriate modifications of compensation.
12. After the eight month trial period has ended, the program may be terminated by the Judiciary giving sixty days advance notice to the Union.

13. In the event the Executive Branch offers its employees an expanded shift differential, the Judiciary will reopen this agreement on the subject of shift differential.

FOR THE STATE OF NEW JERSEY
JUDICIARY

J. M. Malley 1/17/02
[Signature] 1/17/02

FOR THE PROBATION ASSOCIATION
OF NEW JERSEY

Linda P. Clark 1-17-2002

SIDE LETTER OF AGREEMENT

This Side Letter Of Agreement , (the "Agreement") is entered into on the 15th day of June, 2001 by and between the Probation Association of New Jersey ("PANJ"), the representative of employees in the Professional Supervisory bargaining unit and the State of New Jersey Judiciary (the "Judiciary"); and

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

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

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

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

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

Whereas pursuant to the Fair Labor Standards Act (FLSA) and N.J.A.C. 17:27(e)(2) employees designated as non-limited (NL) who are regularly employed may be paid a common special project rate when they perform extraordinary work activities on a limited or periodic basis in the same capacity in which the employee is regularly employed and such hours are not included in the calculation for overtime compensation;

Now Therefore It Is Agreed Between the Parties:

- 1. Full-time Judiciary employees identified in Schedule A and classified as NL shall be paid a common special project rate for all hours worked that are authorized in advance and scheduled by the authorized representative of the appropriate Judiciary appointing authority in excess of 35 total hours per week because of Judiciary technology transformation projects.*
- 2. The common special project rate compensation shall be the hourly rate for a full time employee in the Administrative Supervisor 4 (AS4) band/level at the midpoint of the range ($\$62,814 \div 1827$ work hours per annum = $\$34.38$), as that band and level exist on the date of this Agreement. This hourly common special project rate shall be adjusted using the same formula to reflect any increases in the pay rate of an employee in the AS4*

band/level on January 1 of each year that this Agreement is in effect.

3. *The common special project rate to employees identified in Schedule A shall be in lieu of any other form of compensation, including compensatory time off.*
4. *On a quarterly basis the distribution of special project time (extratime) will be reviewed by the Judiciary and PANJ. In the event PANJ identifies problems with the way the extratime is being distributed, the Judiciary shall work with PANJ to develop a method to distribute future extratime in a way that ensures that the Judiciary's mission is accomplished while distributing extratime as fairly as possible.*
5. *There shall be no restrictions on the accumulation and yearly carry over of compensatory time earned prior to the execution of this Agreement during the term of this Agreement.*
6. *This Agreement is solely to address the special circumstances created by the Judiciary's planned technology transformation for the titles identified in Schedule A and shall terminate in all respects on June 30, 2004.*
7. *This Agreement shall not modify the status of those employees who are exempt under the Fair Labor Standards Act nor shall it create or confer any rights upon the information technology employees of the Judiciary holding the titles identified in Schedule A to continued bonus payments, salary increases, the common special project rate, paid overtime, or availability to work hours in excess of a normal work week following expiration of this Agreement.*

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

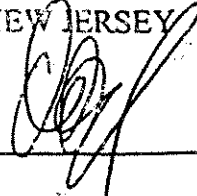
Information Technology Analyst 3
Administrative Supervisor 2 (Information Technology Positions)
Administrative Supervisor 4 (Information Technology Positions)

FOR THE STATE OF NEW JERSEY
JUDICIARY

Red. Jansen

Juditha Slatkey

FOR THE PROBATION ASSOCIATION
OF NEW JERSEY



Linda P. Clark

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