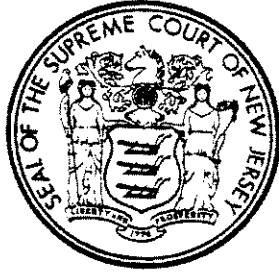


AGREEMENT

BETWEEN

THE NEW JERSEY STATE JUDICIARY



AND

THE PROBATION ASSOCIATION OF NEW JERSEY



CASE-RELATED PROFESSIONAL UNIT
JULY 1, 2001 - JUNE 30, 2004

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Preamble

THIS AGREEMENT is entered into as of this 1st day of July, 2001 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 Case-Related Unit (hereinafter referred to as "the Union");

WHEREAS, the parties have engaged in good faith collective negotiations for the purpose of developing a statewide contract between the Judiciary and its employees in the Professional Case-Related Unit, which negotiations have resulted in a mutual agreement between the parties; and

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

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

NOW, THEREFORE, in consideration of the promises and mutual undertakings herein set forth, and in recognition of the continuance 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, the parties agree with respect to the employees in the Professional Case-Related Unit as follows:

ARTICLE 1

RECOGNITION

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

Included: All non-supervisory, case-related professional employees employed by the New Jersey State Judiciary, in all trial court operations (from the courtroom to probation to case management) who have caseload responsibilities. This unit includes the following titles: (see Appendix B).

Excluded: Managerial executives, confidential employees, supervisory employees within the meaning of the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13a-1 et seq., police employees, firefighting employees, craft employees, non-professional employees, law clerks, non-case related professional employees, all employees included in other Judiciary employee negotiations units and all other employees of the Judiciary.

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.

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

ARTICLE 2

LABOR-MANAGEMENT RELATIONS

- 2.1 **Respect and Dignity.** The parties shall each endeavor to insure that relations between them are characterized by mutual responsibility and respect, and that all employees and representatives of the parties are treated in accordance with accepted standards of courtesy and respect for individual dignity.
- 2.2 **Non-Discrimination.** The parties agree they will not discriminate against any employee because of race, religion, color, national origin, gender, marital status, age, disability, 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.
- 2.4 **Rules.** New rules or modifications of existing rules governing terms and conditions of employment shall be negotiated with the majority representative(s) before implementation and within the parameters established by the Letter of Agreement between the Judiciary and the labor representatives of its employees dated December 28, 1994 and the Judicial Employees Unification Act.

ARTICLE 3

ASSOCIATION RIGHTS AND PRIVILEGES

A. Information

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

B. Released Time for Meetings

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

C. Use of Buildings and Equipment

The Association steward(s) and Association officer(s) shall have the right to use employer facilities and equipment and have access to the employer's premises, reasonably and subject to availability, with reasonable prior notice given to the TCA/Senior Manager or his/her designee, in connection with the performance of their duties as Association representatives such as in connection with negotiations, grievances, or discipline. The Association steward is defined as the local Union representative(s) in the County. The Association officer(s) is defined as the statewide representative(s). The Association shall provide to the Judiciary in writing, the name of the duly authorized representatives who may request said access. Union representatives shall exercise rights provided for herein without unreasonable interference with Judiciary operations.

D. Union Bulletin Boards

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

other locations, then it may request permission to provide its own bulletin boards. Such requests will not be unreasonably denied.

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

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

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

E. Mail Facilities and Mail Boxes

The Association shall have the right to reasonable use of telephone and inter-office mail (including e-mail) and office mail boxes for matters relating to Union representation. Use of telephone, interoffice mail, e-mail and mail boxes shall be consistent with Judiciary Policies. The Association will be given 30 days notice of any proposed changes in any of these policies.

F. Exclusive Rights

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

G. 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 one hundred and seventy five (175) 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. The Union

may request up to an additional twenty five (25) days paid leave per year which shall be granted where reasonably required. Reasonable maximum limitation not to exceed 25 days per calendar year for such leave for any individual may be imposed.

H. Unpaid Leave for Union Activities

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

I. Leave for Union Office

Any employee elected or appointed to Union office shall be permitted to take an unpaid leave of absence for all or part of the duration of his or her tenure in office. Such leave shall be subject to the approval of the Judiciary and shall be renewed at the beginning of each calendar year. Such approval shall not be unreasonably denied.

J. Conference Time Off

In addition to any other days off provided for herein, time off with pay will be granted for employees in the unit to attend the annual training conference of the Association which usually takes place in Atlantic City, subject to staffing requirements. Normally, this conference extends for two working days. In addition to the foregoing, Association representatives shall, collectively, have a total of ten days off with pay in connection with preparation for the conference. The Judiciary and the Association shall, during the term of this Agreement, cooperate in support of the conferences as they have in the past. Employees attending this conference shall not be entitled to overtime or compensatory time payments while attending said conference.

K. New Hires

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

2. When orientation meetings are held for new employees, the Union shall be permitted to make a brief presentation during such meetings. It is understood that for purposes of this Article, meetings conducted by Human Resources Personnel regarding employee benefits are not considered to be orientation meetings.

L. Personnel Data

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

M. Time off set forth elsewhere in this Agreement shall be in addition to the time off which is referred to in this Article 3.

ARTICLE 4

DUES DEDUCTION AND MEMBERSHIP INFORMATION

4.1. Dues Deduction

- A. Pursuant to the provisions of N.J.S.A. 52:14-15.9(e), the Judiciary agrees to have Union dues (Union dues are defined as regular dues, fees, and assessments, including special assessments) which will be deducted from the regular paycheck of any employee whose written authorization is submitted to the local vicinage Human Resources Office. There may be an additional voluntary amount deducted in each county. Within three (3) work days after receipt of the form, the vicinage Human Resources Office will forward it to the Centralized Payroll Section, Department of the Treasury. Dues deduction will be reflected in the paycheck for the current pay period, provided the form is received in Centralized Payroll at least seven (7) calendar days prior to the end of the pay period, otherwise to be reflected in the next pay period. If violations of these time frames are brought to the attention of the Judiciary, the Judiciary will review the matter with appropriate officials and resolve the problem at the earliest date possible, and report back to PANJ in writing if the request is made in writing as to the status of the matter in question.
- B. Dues deductions for any employee in this negotiating unit shall be limited to PANJ. Employees shall be eligible to withdraw such authorization only as of July 1 of each year provided that the notice of withdrawal is timely filed between May 15 and June 15 of the year in which the withdrawal is to take effect, with the vicinage Human Resources Office. Membership status is to be dropped only through a signed withdrawal card, termination of employment, or promotion/demotion to a non-PANJ represented position.
- C. Dues so deducted shall be deducted from paycheck as per each regular payroll payment, and shall be transmitted to the Secretary/Treasurer of PANJ with a listing of the employees and social security number, payroll number, with a separate payroll number for each county, separated by county, and deduction amount, as to whom each deduction is made.
- D. 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.

- E. 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.
- F. Provisions of this section are further conditioned upon adherence to all other statutory requirements.

4.2 Membership Information

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

4.3 Representation Fee (Agency Fee)

- 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 unit. Nothing herein shall be deemed to require any employee to become a member of the majority representative.

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

are dues paying members of the Union.

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 from the Union to affected employees.

B. Amount of Fee

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

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

C. Deduction and Transmission of Fee

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

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

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

D. Demand and Return System

The Union shall return any part of the representation fee paid by the employee which represents the employee's additional pro rata share of expenditures by the Union, from dues, that is either in aid of activities or causes of

a political or ideological nature only incidentally related to the terms and conditions of employment, or applied toward the cost of other benefits available only to members of the majority representative.

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

E. Notice to Non-Members; Copy of Demand and Return System to Public Employer

1. Prior to the commencement of payroll deductions of the representation fee in lieu of dues, the majority representative shall provide all persons subject to the fee with an adequate explanation of the basis of the fee which shall include:
 - (a) A statement, verified in accordance with law, of expenditures of the majority representative for its most recently completed fiscal year. The statement shall set forth the major categories of expenditures and shall also identify expenditures of the majority representative from dues which are in aid of activities or causes of a political or ideological nature only incidentally related to the terms and conditions of employment or applied toward the cost of benefits only available to non-members of the majority representative.
 - (b) A copy of the demand and return system established by the majority representative pursuant to law, including instructions to persons paying the representation fee in lieu of dues as to how to request review of the amount assessed as a representation fee in lieu of dues.
 - (c) The name and address of the financial institution where the majority representative maintains an account in which to escrow portions of representation fees in lieu of dues which are reasonably in dispute. The interest rate of the account in effect on the date of the notice required by (1) above is issued shall also be disclosed.
 - (d) The amount of the annual representation fee in lieu of dues, or an explanation of the formula by which the representation fee is set.
 - (e) PANJ is not limited to include only the foregoing information in its

communications to persons subject to the fee.

2. The majority representative shall provide a copy of the demand and return system referred to in (b) above to the Administrative Director or his/her designee.

F. Judiciary and State of New Jersey Hold Harmless

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

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

G. 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 AND OVERTIME

5.1 Hours of Work

(a) Normal work week for all employees covered by this Agreement shall be 35 hours per week within a five day work week and shall have a work week designation of NE. Current work practices such as established breaks and meal periods shall continue. The Judiciary reserves its right to schedule alternate work weeks within the provisions of the Administrative Code. For purposes of this contractual period, alternate work weeks as they relate to practices involving night reporting, supervision and special programs shall be limited to 30 hours per month which may include but shall not be limited to approximately 12 hours per month for night reporting and approximately 18 hours per month for work outside the standard workday/work week and one Saturday or Sunday per month. In addition to its right to schedule alternate work weeks as set forth above, the Judiciary may also permit flex time or alternate work week schedules to accommodate operational needs, provided participation by employee is voluntary. Flex time and alternate work week options will be developed by the Judiciary in consultation with the Union.

(b) Due consideration shall be given to issues of joint concern to the parties including safety, health, individual employee hardship and need for performance of service in the community. With regard to safety, Probation will be guided by the safety standards for New Jersey Probation Officers as prepared by the Task Force on Probation Staff Safety. PANJ and the AOC will continue to study and discuss field safety issues. It is understood and agreed that the establishment of alternate 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.

(c) Schedules for alternate work weeks shall be issued 30 days in advance. In the event an employee is required to work additional hours beyond the established schedule then the employee at his or her option may voluntarily elect to flex the time or receive overtime consistent with the term of this agreement; unless work load demands prevent flexing the additional time and in which event the overtime provisions of this Agreement shall apply.

5.2 Overtime

(a) Overtime for work performed in excess of 35 hours per week shall be at straight time up to 40 hours per week, except as otherwise provided for herein for "beeper" or "on call" duty, and time and one-half after 40 hours. For purposes of overtime, all paid time, whether worked or unworked, shall be regarded as worked time. Payment for all such overtime shall be in compensatory time or cash as determined by the employer. At the employee's request, however, the Supervisor will make note of the employee's preference for overtime payment either in cash or compensatory time. The Judiciary shall make the determination on such request and communicate it to the employee no later than two weeks from the time the overtime is worked. Scheduling of Night Reporting remains a management prerogative, and prior practices of compensation for night reporting shall be eliminated and replaced by the provisions set forth in this Agreement. Effective March, 1998, existing compensation for special programs shall be eliminated and thereafter compensation for such programs shall be compliant with the terms of this Agreement and the FLSA.

(b) Payments for carrying beepers or otherwise being required to remain on call shall be eliminated and replaced by payment for time actually worked at a time and one half rate of pay which shall be applicable even for hours worked between 35 and 40 and shall be paid in cash.

5.2 Reporting Time

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

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

SALARY AND WAGES

7.1 The Judiciary's Compensation Plan

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

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

7.2 Across-the-Board Salary Increases

The following salary increases shall be provided to eligible employees in the unit within the applicable policies and practices of the Judiciary, including the policy that no employee shall have his/her annual salary increased above the maximum of the salary range in effect for 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. 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 base salaries in effect on June 30, 2001 for eligible employees. 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.

*See Side Letter of Agreement re: Application to Department of Personnel for possible impact on minimum and maximum.

2. In fiscal year 2003, (which commences on July 1, 2002), there shall be a four (4%) percent across-the-board increase applied to base salaries in effect on June 30, 2002 for eligible employees. 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.

3. 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 base salaries in effect on June 30, 2003 for eligible employees. 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

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 annual salary increased above the maximum for the salary range in effect for his/her band and level.

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 the 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:

(a) Performance years 2001 and 2002

1. Effective 1/1/02 for the 2001 evaluation period the existing factors of \$1,000 for length of service and \$1,000 for performance will be combined into a performance based pay program. Thus, the sole factor in the determination of entitlement to a salary progression increase will be performance, and the value of any such pay increase will be \$2,000 for calendar years 2001 and 2002, subject to the other provisions of the Judiciary's compensation plan such as no pay increase will result in an employee receiving a salary above the maximum of the range. Also effective 1/1/02 for the 2001 evaluation period and for the remaining term of this Agreement, the existing payment for exceptional performance shall be converted to an amount not to exceed 2% in line with the Judiciary's classification and compensation plan. Accordingly, employees who have at least one (1) year of service completed as of December 1 and who have been rated as "Meets Quality Standards" or "Exceptional" under the Judiciary's Employee Performance Evaluation System shall have his/her base salary increased by \$2,000.00 or to the maximum of the salary range, whichever is less, effective in pay period 2 of calendar years 2001 and 2002. 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, nor receive off base payments above the maximum, except as provided in 7.2(c) below.

(b) Performance Year 2003

1. Effective pay period 2 of calendar year 2003, employees who have at least one year of service completed as of December 1 and who have been rated as "Meets Quality Standards" or "Exceptional" under the Judiciary's Employee Performance Evaluation System, shall have his/her annual base salary increased by 4.15% or the maximum of the salary range, whichever is less. This shall be in addition to the across-the-board salary adjustments outlined, above. Notwithstanding the above, no employee will have his/her annual salary increased above the maximum, nor receive off base payments above the maximum, except as provided in 7.2(c) below.

(c) Exceptional Pay

1. Employees who have at least one year of service completed as of December 1 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.

D. New Hires and Employees on Leaves of Absence

1. New employees hired from December 1 of the previous year through May 31 shall be eligible to receive a pro-rata portion of the performance payment described in (C.) above. Thereafter, these employees shall be on the normal January cycle.
 - a. A pro-rata portion equals 1/12 of the full performance amount for each full month worked.
 - b. Employees who begin employment on the first through the eighth day of a month receive full credit for the month; employees who begin their employment on the ninth through the twenty-third day of the month receive half credit for the month; employees who begin their employment after the twenty-third day of the month receive no credit for the month.
2. New employees hired June 1 through November 30 shall be eligible in January following their first year anniversary for the full amount of the

performance payment described in (C.) above. Thereafter, these employees shall be on the normal January cycle.

3. 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 and/or exceptional pay increase, 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:
 - a. Employees who were not in pay status for ten days during the rating period will receive one-half of the pro-rata performance pay portion.
 - b. Employees who were not in pay status for more than ten work days during the rating period will receive no pro-rata performance pay portion.

7.3 Equalization

Vicinage employees will continue to be eligible for Equalization Pay in accordance with the established practice as previously negotiated.

7.4 Promotions and Advancements

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

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

C. Advancement from Basic to Journey Level:

Effective July 1, 2001 employees at the basic level (Probation Officer) who achieve seven (7) years of service (provisional and permanent) and who meet the competencies needed for advancement on the career progression instrument of the performance evaluation shall

be advanced to the journey level (Senior Probation Officer).

Effective January 1, 2004 employees at the basic level (Probation Officer) who achieve five (5) years of service (provisional and permanent) and who meet the competencies needed for advancement on the career progression instrument of the performance evaluation shall be advanced to the journey level (Senior Probation Officer).

D. Advancement from Journey to Master Level:

Employees who achieve a minimum length of service of five (5) years at the journey level or a combined ten (10) years at the basic and journey level and who meet the competencies needed for advancement on the career progression instrument of the performance evaluation shall be eligible for advancement to Master Probation Officer, subject to the existence of a Master Probation Officer opening. Effective July 1, 2001 the salary increase for advancement to Master Probation Officer shall be 5%.

E. Acting Appointments

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

F. One Time Adjustments of Advancement Pay

Effective July 1, 2001 employees who achieved advancement from P.O. to Senior P.O. during the period from April 1, 1998 to June 30, 2001 will receive the 5% salary increase effective for the pay period of July 1, 2001 and it will be calculated on the base salary at that time following application of the 2% across the board increase.

Employees who achieved this advancement from 4/1/98 through 3/31/01 shall also be entitled to a one-time lump sum payment of \$125.00 in lieu of any other retroactivity.

7.5 Demotions

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

salary band level.

B. An employee who had never previously held a position in a lower title and is demoted from a position in one salary band level to a position in another salary band level with a lower maximum salary may have a salary reduction of up to 5%.

Management has the discretion to decide whether a salary reduction is appropriate, up to the 5%. Notwithstanding the above, no employee shall earn more than the maximum of the new salary band level.

ARTICLE 8

HEALTH BENEFITS, PRESCRIPTION DRUG, AND VISION CARE PROGRAM

8.1 State Health Benefits Program

(a) The State Health Benefits Program is applicable to full-time employees covered by this contract. 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 October 12, 2001 (pay period 21/01) following the July 9 through July 27, 2001 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 through pay period 18/01.

(3) Effective October 12, 2001 (pay period 21/01) following the July 9 through July 27, 2001 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 through pay period 20/01.

(4) The effective date for health benefit changes as a result of this agreement will be October 20, 2001 (pay period 23/01).

(b) Active employees who are eligible for enrollment in the State Health Benefits 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 for their 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 accrue 25 years of pension credit service, as provided under the State plan, by July 1, 1997, and those employees who retire for disability on the basis of fewer years of pension credit in the State plan by July 1, 1997.

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

- (1) Employees in this group who elect to enroll in the Managed Care/Point of Service (New Jersey Plus) or any of the approved HMO Plans shall not have to contribute to the cost of any premium for health insurance coverage.
- (2) Employees in this group who elect to enroll in the Traditional Plan and earn \$40,000 or more in base salary in the year they retire shall pay the difference between the cost of the Traditional Plan and the average of the cost to the State of the Managed Care/Point of Service (New Jersey Plus) and the approved HMO Plans for health insurance coverage.
- (3) Employees in this group who elect to enroll in the Traditional Plan and earn less than \$40,000 in base salary in the year they retire shall pay 1% of their annual base pay at retirement but not less than \$20.00 a month for health insurance coverage.
- (4) Employees in this group shall receive Medicare Part B reimbursement after retirement up to a cap of \$46.10 per month per eligible employee and the employee's spouse.

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

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

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

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

(d) Those employees who accrue 25 years of pension credit or retire on a disability retirement on or after July 1, 2003 will be subject to the provision of paragraph C, above, unless superceded by collective negotiations or law.

(e) All retirees who elect approved 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 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 have a brochure made available 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 under 23 years of age who live with the employee in a regular parent-child relationship). The extension of benefits to dependents shall be effective only after the employee has been continuously employed for a minimum of sixty (60) days.

(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

DISCIPLINE

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

B. Discipline of an employee shall be imposed only for just cause. Discipline is all negative action as to an employee from written reprimand, reassignment for express disciplinary reasons, to fine, suspension or removal. Counseling and oral and written warnings are appropriate pre disciplinary action to be taken by management and are not subject to the grievance and arbitration provision of this contract. Copies of written warnings must be provided to the employee who may respond in writing and all such writing will be placed in the employee's personnel file.

Minor discipline includes a written reprimand and a suspension of five (5) business days or less. Written reprimands shall not be used by management in further discipline if the employee in question has not received further discipline for a period of 12 consecutive months after issuance of the written reprimand.

Major discipline includes: (a) termination from employment; disciplinary demotion; suspension for more than five (5) business days per incident; suspension for five (5) business days or less if the aggregate number of business days for which the employee is suspended in the calendar year is fifteen (15) or more; and (e) any suspension if the employee has already received at least three (3) minor suspensions during the calendar year.

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

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

E. General Provisions.

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

2. Neither the employee nor the Association or its representatives shall be

coerced, intimidated or suffer any reprisal as a direct result of the use of the disciplinary procedure.

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

4. An employee shall receive a hearing with regard to such discipline providing that such request is made in writing within ten (10) business days of receipt of the notice of such discipline. For purposes of this Article business days shall exclude Saturday, Sunday and holidays. Hearings of minor discipline involving written reprimands shall be conducted by a local hearing officer. A disciplinary hearing involving suspensions shall be conducted by a hearing officer assigned from the Administrative Office of the Courts. Such disciplinary hearings shall be conducted within fifteen (15) business days after receipt of such request for a hearing unless mutually agreed otherwise. The Judiciary shall render a written decision within ten (10) business days after the completion of the hearing unless mutually agreed otherwise. The hearing officer shall conduct the hearing in a manner which allows the parties separately to fairly present the case and such officer shall not be a witness or party in the proceedings. One person shall serve as the spokesperson for the employee and one person shall serve as the spokesperson for the Judiciary. The location of the hearing shall be in the location where the discipline occurred and in a separate room where attendance shall be limited to appropriate participants. Hearings shall be private. Disciplinary proceedings including hearings shall be confidential unless otherwise set forth herein. A hearing shall include the right to examine and cross-examine witnesses, and to require the production of relevant records, information and witnesses.

5. There shall be no suspensions pending hearings except where it is determined that an employee is a hazard to any person if permitted to remain on the job or that an immediate suspension is necessary to maintain the health, safety, or order to effective direction of public services or as otherwise may be authorized by the Administrative Code. The scheduling of a hearing will be mutually agreed upon by management, the association and the hearing officer. Once scheduled, adjournments shall only be granted for good cause and for reasonable periods of time. If the foregoing provisions are not followed the hearing officer may take the action he/she deems appropriate under the circumstances.

6. Where a suspension is immediate, the employee and the Union must first be apprised either orally or in writing of why an immediate suspension is sought, the charges and general evidence in support of the charges.

7. Nothing contained herein shall limit the rights of permanent career service employees or others pursuant to Department of Personnel rules, including rules with regard to disciplinary appeals to the Merit System Board. Such appeals must be received by the Merit System Board within twenty (20) days after the date of receipt of the final decision of the Judiciary. The Merit System Board's Laws and the rules and regulations promulgated thereunder shall govern the disposition of such an appeal.

F. When a final determination of innocence is rendered through a decision arising out of hearing, whether before the Judiciary or the Merit System Board, the employee initially disciplined if that is the case, shall not be recharged with discipline on matters arising out of the same facts that the initial discipline was based upon.

G. Where criminal charges are initiated, the right of an employee to representation by his attorney shall not be denied.

H. Miscellaneous Provisions Regarding Discipline.

1. The parties will work toward the development and implementation of discipline that is uniform throughout the Judiciary and the vicinages so that the standards for discipline and the imposition of discipline shall not vary from vicinage to vicinage or county to county. In addition, the concept of progressive discipline shall be followed. Where the Union identified specific situations where different standards are implemented for the same offense, the Judiciary will immediately take steps to reconcile the differences.

2. Neither minor nor major discipline is subject to the grievance and arbitration provisions of this agreement but classified employees may appeal a decision on major discipline to the Merit System Board in accordance with Department of Personnel regulations. If, however, the Association feels that the provisions regarding disciplinary procedures are violated, it may make use of the grievance procedure or, in addition, have immediate access to the Chief of the Labor and Employee Relations Unit or the Chief's designee who shall immediately convene a meeting as to such claim and may grant immediate relief involving such claim. The identity of such person in the Chief's office who shall be available to the Association at all times, shall be provided in writing to the Association.

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

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

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

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

6. The union steward, and the union officer where reasonable, along with the union designated attorney or non-employee representative and the employee being disciplined and any necessary non-cumulative witnesses shall have the right to be present at disciplinary hearings.

It is the goal of the parties to have Vicinage officials (union steward) provide representation at minor discipline meetings and hearings. The union steward and union officer and employee being disciplined and witnesses shall also have reasonable amounts of time off without loss of pay to appear at meetings and hearings involving the discipline, provided however, that where meetings are outside of the vicinage in which the discipline is being considered, time off to attend such meetings shall be taken with the consent of the other vicinage, which consent shall not be unreasonably withheld. The union steward and union officer shall have the right to use employer facilities and equipment in this regard, reasonably and subject to availability, with reasonable notice given where appropriate. Disciplinary hearings and meetings shall be held during working hours unless mutually agreed otherwise. The time off shall include necessary travel time. An employee witness at a hearing shall be produced and have time off without loss of pay including travel time to appear at such meeting or hearing, and to be interviewed in preparation therefore.

7. Any hearing involving discipline shall be conducted and determined by an impartial hearing officer designated in accordance with this Article, who is not personally involved in the facts of the dispute or otherwise involved in a matter which could negatively impact upon such officer's ability to be impartial. The hearing officer shall make findings of fact and an advisory recommendation to the Appointing Authority. A copy of the hearing officer's decision will be provided to the parties. The Appointing Authority or designee shall issue a final

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

ARTICLE 10

GRIEVANCE PROCEDURE

Section 1. Grievance Definitions and Procedures

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

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

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

PRELIMINARY PROCEDURE. A complaint or grievance may be initially presented orally to the immediate supervisor, and resolved at that level. This procedure is optional and must be concluded within five (5) business days. For purposes of this Article business days shall exclude Saturdays, Sundays and holidays.

Step 1. The complaint or grievance shall be presented in writing to the Division Manager or Chief Probation Officer within thirty twenty (20) business days from when the grievant knew or should reasonably have known of the action being grieved.

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

The Union shall be immediately notified by the employer of all written complaints or grievances. Union consent is needed to resolve all complaints or grievances above Step 1, unless waived by failure to appear after receiving notice of a meeting or hearing.

Step 2. If the complaint or grievance is not resolved at Step 1, the grievant or the Union

may, within ten (10) business days of receipt of the disposition of Step 1, or if no disposition or decision has been made within fifteen (15) business days of presentation of the Step 1 complaint or grievance, submit the grievance in writing to the Trial Court Administrator or his/her designee. A copy of the appeal shall be forwarded by the Trial Court Administrator to the Union and to the Chief of Labor and Employee Relations of the Administrative Office of the Courts ("Administrator").

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

Step 3. If the complaint or grievance is not resolved at Step 2 of this procedure, then the Union, or the grievant with the consent of the Union may, within ten (10) business days of receipt of the disposition of Step 2, or if no disposition or decision has been made within twenty (20) business days of the presentation of the Step 2 complaint or grievance, submit the complaint or grievance to the Counsel to the Administrative Director of the AOC. A hearing shall be scheduled by the Counsel, unless waived by the Union, within twenty (20) business days of receipt of the appeal. The Counsel shall assign a hearing officer and shall render a disposition of the complaint or grievance within fifteen (15) business days after the hearing.

Step 4. Arbitration

A. If a contractual grievance is not satisfactorily resolved at Step 3, then arbitration may be requested only by the Union through its designee within thirty (30) business days from the date the Union received the Step 3 decision or if no disposition or decision is received within forty-five (45) business days of the submission of the appeal.

B. The parties herewith agree upon the following panel of arbitrators: Robert Glasson, Jeffrey B. Tener, James Mastriani, Joan Parker or Barry M. Weinberg. 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.

C. The arbitrator shall conduct a hearing to determine the facts and render a decision in writing to the parties. The arbitrator shall not have the power to add to, subtract from, or modify the provisions of this Agreement or laws of the State, or to determine any dispute involving the exercise of legally non-negotiable management function not waived, and shall confine his/her decision solely to the interpretation and application of this Agreement. The

arbitrator shall be confined to the precise issues submitted for arbitration and shall have no authority to determine any other issues not so submitted, and the arbitrator shall not submit observations or opinions which are not essential in reaching the determination of the issues presented. The award of the arbitrator shall be final and binding consistent with applicable law and this agreement. The fees and expenses of the arbitrator shall be divided equally between the parties, and any other cost of the arbitration proceeding, including the cost of recording, shall be borne by the party incurring the cost. If arbitrability of a grievance or the ability of an arbitrator to determine a particular matter is at issue, jurisdiction to resolve the issue shall rest solely with the arbitrator, provided however that either party may submit an appropriate issue in this regard to the Public Employment Relations Commission if the submission is made no later than twenty (20) days after the request for arbitration.

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

Section 2. The parties agree to the following definitions and understandings concerning this Article of the Agreement:

1. The purpose of this procedure is to secure at the lowest possible level equitable solutions for the problems which may arise from time to time affecting the Judiciary and Judicial employees.

2. The number of days indicated at each level shall be considered the maximum and every effort shall be made to expedite the process. The time limits specified may be extended by mutual written consent, which shall not be unreasonably denied.

3. Unless otherwise provided herein, a grievance may be submitted by the Union, or by its designated representative on behalf of the Union or an employee or a group of employees. Where the subject of a grievance suggests it is appropriate and the parties mutually agree, the Union may submit a grievance either within the time limits referred to above at any Step of the grievance procedure without a hearing at the lower Step or initially at Step 3. Agreement shall not be unreasonably withheld. A grievance initially submitted at Step 3 shall be submitted within thirty (30) business days from the date of occurrence giving rise to the grievance or within (30) business days of the date the Union reasonably should have know of the action being grieved. Prior to arbitration a grievance shall be heard at least at the Step 3 hearing level unless such hearing is denied by the Judiciary. The time limits set forth above for a grievance submitted at the Step 3 level, shall be used for a Union grievance.

4. An individual employee involved shall be entitled to be present and to use the grievance procedure at Steps 1 and 2, and at other steps with the consent of the Union and to be represented by the Union in accordance with the provisions hereof. Neither the employee nor the Union shall be coerced, intimidated or suffer any reprisal as a direct or indirect result of the use

of the Grievance Procedure or representation during the Grievance Procedure.

5. Unless otherwise provided herein, a grievant may represent himself/herself throughout this procedure. In such case, the Union shall have the right to be present, to state its views at all steps of the grievance procedure and to receive all dispositions of the grievance.

6. Nothing in this Agreement shall be construed as compelling the Union to submit a grievance to arbitration or to represent an employee, except as mandated by law. The Union's decision to request the movement of a grievance at Steps 3 and 4 or to terminate the grievance at Steps 3 and 4 shall be final.

7. The Judiciary and the Union shall, upon request, make available to the other party appropriate and/or reasonable information in its possession which the other party needs to properly process the grievance and shall make this information available promptly.

8. Grievance decisions at Step 1 and Step 2 shall not constitute a precedent in any arbitration or other proceeding unless there is specific agreement to that effect made in writing by the Union and by the Chief.

9. The Union may amend a grievance at Step 2 for the purpose of clarification but not to materially alter the nature of the grievance.

10. All documents, communications or records dealing with the processing of a grievance shall be filed in a separate Human Resources grievance file and not in the Human Resources personnel file of any of the participants unless they originated in that file.

11. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations and other necessary documents shall be prepared jointly by the employer and the Union and given an appropriate distribution so as to facilitate operation of the Grievance Procedure.

12. The burden of proof shall be on the grievant.

13. The parties may consolidate two or more grievances on the same issue and process them as a group grievance at any step of the grievance process.

14. The parties shall submit a list of witnesses, grievants and union representatives scheduled to attend the hearing to the hearing officer with a copy to the other party at least three (3) business days in advance of the hearing. The parties shall cooperate with each other in the scheduling of hearings to avoid undue disruption of the operation of the Judiciary, and to reasonably control the number of participants. Such cooperation may include good faith efforts by the Association to reduce the number of participants it brings to the hearing.

Section 3 Time Off for Grievances

The Union steward is defined as the local Union representative in the County. The Union official is defined as the statewide Union representative.

One category of paid time off that will not be charged to Union-Release Time includes reasonable amounts of time for hearings at Step 3 and Step 4 (arbitration) of the grievance procedure for the First Vice President and the President (reference to the President applies if the President returns to full time employment with the Judiciary). The First Vice President or President shall notify his/her VCPO/Division Manager prior to attendance at a Step 3 or Step 4 hearing. Reasonable amounts of time off for the First Vice President and President to investigate and prepare for Step 3 and Step 4 hearings shall also be permitted. Such investigation and preparation time shall, where appropriate, be by use of the telephone and other electronic forms of communication. Where the Judiciary communicates with the First Vice President or President in connection with grievances, such as for the amicable resolution of them, meetings in connection with such time spent shall not be charged to Union Release time. If a PANJ representative who is not an employee makes the presentation at a Step 3 or Step 4 hearing, preparation time by the President or First Vice President should not duplicate the efforts of such non-employee representative. In the normal course, there shall not be duplication of preparation and investigation used for the Step 3 hearing at the Step 4 hearing. Travel time is included in connection with preparation and investigation and attendance at hearing. So long as the President is not working full time for the Judiciary or is on a full time leave of absence, there are no limitations on his time. If more than one Step 3 or Step 4 hearing is scheduled for the same day or the First Vice President is unavailable to attend to such Step 3 or Step 4 hearing, another statewide official may be designated by the Association to attend to such Step 3 or Step 4 hearing and he/she shall follow the same release time procedures as set forth herein.

Subject to the provision set forth elsewhere in the Article the Union steward, Union official, or Union designated attorney, or non-employee representative, along with the grievant and any reasonably necessary witnesses designated by the Union, shall have the right to be present beginning at Step 2 of the Grievance Procedure and thereafter. The grievant and the Union steward and a non-employee representative of the Union shall have the right to be present at Step 1. Notwithstanding this, the Union may limit the right of a specific grievant to be present at any step other than Step 1. The Union steward and Union official (except at Step 1 unless the Union official is involved with the consent of the Judiciary) and the grievant shall have time off without loss of pay in reasonable amounts, limited however, at Step 1 only, to one hour per person except for extraordinary situations, to investigate grievances and to interview witnesses. The Union steward and Union official and grievant and witnesses shall also have reasonable amounts of time off without loss of pay to appear at meetings and hearings involving the complaint or grievance. The Union steward and Union official shall have the right to use employer facilities and equipment in this regard, reasonably and subject to availability, with reasonable notice given where appropriate. Grievance hearings or meetings shall be held during normal working hours unless mutually agreed otherwise. If mutual agreement is reached to hold

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

Section 4 **Miscellaneous**

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

Section 5. **Goals and Limitations**

Anything to the contrary notwithstanding, time off for Association (Union) officials to attend Step 1 grievances out of vicinage will be limited and used only in exceptional situations. Time off for Association (Union) officials to attend Step 2 grievances out of vicinage will also be taken in limited circumstances since the goal of the parties is to have in vicinage officials afford representation at Steps 1 and 2. Normally attendance by Association (Union) officials out of vicinage therefore will be at Steps 3 and 4.

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 shall remain in effect unchanged.

11.2 Terms of Agreement

The term of this Agreement shall be 7/1/01 to 6/30/04 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.

ARTICLE 15

USE OF AUTOMOBILES AND 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 Overnight Travel

If the Judiciary authorizes two employees to travel and stay overnight in a double room and the employees agree to get each a private room, the Judiciary will reimburse each employee for up to one-half (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** 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.
- 16.4** (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 (1/2) day of administrative leave after each full calendar month of employment to a maximum of three (3) days during the remainder of the calendar year in which he/she is employed. Thereafter, administrative leaves shall be credited at the beginning of each calendar year.
- 17.4 Administrative leave shall be granted by the appointing authority upon request of the employee and, except in emergencies, leave shall be scheduled with as much notice in advance as possible. Requests that do not conflict with operational needs shall not be unreasonably denied.
- 17.5 Administrative leave may be granted and shall be recorded and tracked in hours.
- 17.6 Administrative leave shall not accumulate. Unused balances in any calendar year shall be canceled.
- 17.7 Part-time employees covered by this agreement shall be entitled to a proportionate amount of paid administrative leave which shall be subject to the above provisions.

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 and consistent with the Letter of Agreement. Accordingly, in each full calendar year employees shall be entitled to fifteen (15) days sick leave. The leave is credited in advance at the beginning of the year in anticipation of continued employment for the full year and may be used on the basis and in accordance with N.J.A.C. 4A:6. Such leave not utilized shall be accumulated. New hires shall be entitled to a pro-rata share of sick leave with pay in accordance with the provisions of N.J.A.C. 4A:6.

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. [N.J.A.C. 4A:2-2.3(a)(4)].

(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. [N.J.A.C. 4A:6-4.10.1].

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

(b) The supplemental compensation to be paid shall be computed at the rate of one-half ($\frac{1}{2}$) 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.

18.8 Donated Leave Program

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

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
Unsatisfactory	-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:

Basic Level	2 points
Journey Level	3 points
Mastery Level	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 or less (minor)	- 2 points
Each suspension of 6 days or more (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.

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.

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

FOR CAREER PROGRESSION

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

The provisions of this Article shall remain in effect during the term of this Agreement subject to the right of either party to request continuing negotiations on the limited issue of performance evaluations, which request shall be made during the period July 1, 2001 to October 1, 2001.

ARTICLE 24

PERFORMANCE ASSESSMENT REVIEW APPEAL PROCEDURE

A. General Provisions

1. The procedures of this section are applicable to employees in the career service and unclassified service.
2. Appeals of performance assessment ratings are limited to only the Needs Improvement (unsatisfactory) ratings. Ratings of Meets Quality Standards (satisfactory) or above are not subject to review under this procedure or under any other procedures provided for in the collective negotiations agreements.
3. An appeal of Needs Improvement (unsatisfactory) rating is limited to the procedures set forth herein. A Needs Improvement (unsatisfactory) rating cannot be reviewed by any collective bargaining agreement procedures, i.e., grievance or arbitration procedures.
4. Performance ratings may be used as a factor in promotion and layoff.
5. The employee shall have the burden of proof to establish that the actions of the supervisor in assigning the rating were arbitrary, unreasonable or induced by improper motives.

B. Departmental Appeal Process

1. A career service or unclassified employee receiving a Needs Improvement (unsatisfactory) performance assessment rating may appeal such a rating through the following process.
2. An appeal shall be presented, in writing, to the Chief Probation Officer or Division Manager or Designee within 10 working days from receipt of the performance assessment stating why the employee disagrees with the assessment rating.
3. Within 10 days working days from receipt, the Chief Probation Officer or Division Manager or Designee shall review the appeal and render a written decision. The employee may request a meeting with the Chief Probation Officer or Division Manager or Designee, and if the request is granted, the decision shall be rendered within 10 working days after the date of the meeting.

C. Final Appeal

1. Career Service Employees

- a. A career service employee may appeal the final departmental decision to the Merit System Board within 20 days of receipt of the decision.
 - I. The appeal shall be in writing and include a copy of the written decision of the Chief Probation Officer or Division Manager or Designee and the basis for the appeal.
 - ii. The career service employee shall have the burden of proof to establish that the actions of the supervisor in assigning the rating were arbitrary, unreasonable or induced by improper motives.
 - iii. The Board shall render a final administrative decision upon the written record or such other proceeding as it deems appropriate.

2. Unclassified Employees

- a. An unclassified employee may appeal the final determination decision of the Chief Probation Officer or Division Manager or Designee to the Judiciary Performance Assessment Review Board within 20 days of receipt of the decision.
- b. The appeal shall be in writing and include a copy of the written decision of the Chief Probation Officer or Division Manager or Designee and the basis for the appeal.
- c. The employee shall have the burden of proof to establish that the actions of the supervisor in assigning the rating were arbitrary, unreasonable or induced by improper motives.
- d. The Judiciary Performance Assessment Review Board shall render an advisory decision upon the written record or such other proceedings as it deems appropriate.

3. The Judiciary Performance Assessment Review Board

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

The provisions of this Article shall remain in effect during the term of this Agreement subject to the right of either party to request continuing negotiations on the limited issue of performance evaluations, which request shall be made during the period July 1, 2001 to October 1, 2001.

ARTICLE 27

POSITION CLASSIFICATION

27.1 Classification Review

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

(b) Unclassified employees covered by this agreement who believe they are working out of title may complete a position classification form to have their duties analyzed to determine if they are classified in the proper title. The completed form will be filed with the employee's local Human Resources Office. The local Human Resources Office shall obtain from the employee's supervisor other supporting documentation including an organizational chart for the division showing the reporting relationships for the position for which the reclassification is being sought. The completed forms will be analyzed by the Administrative Office of the Courts Personnel Classification Section. The AOC's Personnel Classification Section will send their determination to the local Human Resources Office which will notify the employee, the supervisor and the senior manager.

27.2 Appeal of a Classification Determination

(1) Career Service employees may appeal the DOP determination to the Merit System Board in accordance with N.J.A.C. 4A:3-3.5.

(2) An unclassified employee who has had a classification determination completed by the Administrative Office of the Courts Personnel Classification Section and is unsatisfied with the result may contact the Union and ask the Union to appeal the matter, in its discretion, to the Judiciary Performance Assessment Labor-Management Committee for review. The committee will review the appeal, which shall be writing and

include a copy of any written decision of the Personnel Classification Section and describe the basis for the appeal, and, after review, may take any of the following actions:

- (a) decide that the matter does not warrant further review and the matter will go no further; or
- (b) decide that the matter be referred to the Judiciary Performance Assessment Review Board as outlined in Section 27.3 below; or
- (c) recommend other appropriate action as the committee deems appropriate.

(3) An appeal of a classification determination is governed exclusively by the provisions of this article and is not subject to the contractual grievance procedure in Article 10.

27.3 The Judiciary Performance Assessment Review Board

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

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

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

ARTICLE 28

MAINTENANCE AND TERMS AND CONDITIONS OF EMPLOYMENT

Unless specifically altered by this Agreement, existing practices, as well as the Letter of Agreement entered into between the Judiciary and its employee representatives on December 28, 1994, shall remain unchanged.

ARTICLE 29

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 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.

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.

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.

EXCEPTIONS 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.

Claims submitted in accordance with this policy and procedures established hereunder are in lieu of all other claims covering the same item(s).

**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.

ARTICLE 30

COPIES OF CONTRACT

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

ARTICLE 31

EMPLOYEES WHO LEAVE AND RETURN TO JUDICIARY SERVICE

- 31.1 (a) A career service/classified employee who attains permanent status which currently requires satisfactory completion of a working test period of 4 months that may be extended to 6 months and who resigns in good standing or retires from the Judiciary service and seeks to return to employment with the Judiciary, must make application to be placed on the regular re-employment list pursuant to N.J.A.C. 4A:4-7.10 for the provisions of this Article to be applicable.
- (b) An unclassified employee who resigns in good standing or retires from Judiciary service and seeks to return to employment with the Judiciary may notify the local Human Resources Office of their previous Appointing Authority of their interest in returning to Judiciary employment.
- (c) Re-employment action in accordance with this Article relieves management from the normal recruitment procedures as set forth in Article 22, Work Assignments.
- (d) The foregoing requests must be made and the employee rehired within three years of the date of leaving the Judiciary.
- 31.2 Management retains the discretion, subject to the requirements of Chapter 4 (Selection and Appointment) of N.J.A.C. 4A for career service/classified employees, to rehire bargaining unit employees who resign in good standing or retire from the Judiciary service except as hereinafter set forth applicants who are re-employed shall be treated as new employees.
- 31.3 If an employee is rehired within 270 calendar days from the date of his/her last day in pay status, the employee will be paid the same salary he or she was earning at the time of the employee's separation from Judiciary service along with any across-the-board salary increases paid to bargaining unit members since his or her separation.
- 31.4 Employees rehired beyond the 270 calendar days will be paid pursuant to the terms of the collective negotiations agreement.
- 31.5 Performance increases for rehired employees will be covered by the collective negotiations agreement.
- 31.6 The foregoing provisions do not apply to employees who have not "left" the Judiciary, including but not limited to employees who may be on a leave of absence, including

Association officials who may be on an authorized leave for Association activities. The foregoing are subject to other provisions of this Agreement or to other requirements and provisions of the Department of Personnel, New Jersey State Law or the New Jersey Administrative Code, and not subject to the provisions of this Article.

- 31.7** The provisions of this Article are subject to neither substantive or procedural grievances nor arbitration as outlined in Article 10 except for grievances that may arise concerning compensation obligations set forth in paragraph 3, 4 and 5 upon return to Judiciary service. Appeals to the Merit System Board shall be available as outlined in Chapter 4, N.J.A.C. 4A.

ARTICLE 32

VOLUNTARY TRANSFER OR RE-ASSIGNMENT POLICY

INTER-VICINAGE TRANSFERS

Basic-Level Positions

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

Higher-Level Positions

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

RE-ASSIGNMENTS

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

PROCEDURES ON RE-ASSIGNMENT AND TRANSFERS

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

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ARTICLE

IDENTIFICATION CARDS

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

