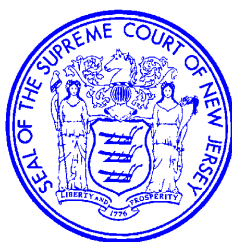


# **AGREEMENT**

*BETWEEN*

**THE NEW JERSEY STATE JUDICIARY**



*AND*

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



**PROFESSIONAL NON-CASE RELATED UNIT**

*JULY 1, 2020 – JUNE 30, 2024*

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## PREAMBLE

**THIS AGREEMENT** is entered into effective the 1<sup>st</sup> day of July, 2020 by and between the New Jersey State Judiciary (hereinafter referred to as “the Judiciary” or “the Employer”) and The Communications Workers of America (CWA), AFL-CIO, (hereinafter referred to as “the Union”);

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

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

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

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

# ARTICLE 1

## RECOGNITION

### 1.1 Exclusive Representative

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

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

Included:

- A. All non-supervisory, non-case related professional employees employed by the New Jersey State Judiciary in all trial court operations (from the courtroom to probation to case management) performing administrative duties which are not case related and all professional non-supervisory employees in the Supreme Court Clerk's Office, Appellate Division Clerk's Office, Appellate Court Administrator's Office, Superior Court Clerk's Office, Tax Court Administrator's Office, Administrative Office of the Courts, Disciplinary Review Board, Office of Attorney Ethics, and Lawyers Fund for Client Protection.
- B. All case-related professional employees employed by the New Jersey State Judiciary in the Intensive Supervision Program, Juvenile Intensive Supervision Program, and Pre-trial Services Program.
- C. All other employees as required by law or as included by voluntary stipulation of PERC certification.

Excluded:

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

## **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, salary, and hours of work, a minimum of twenty (20) calendar days prior to its request to the Civil Service Commission 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. The new titles included in the bargaining unit will be covered by the terms of this Agreement as required by law. If an existing title is proposed to be eliminated or changed, the Judiciary shall also notify the Union in writing a minimum of twenty (20) calendar days prior to its request to the Civil Service Commission to eliminate or change an existing title.

## **1.3 Preservation of Unit Work**

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

## **ARTICLE 2**

### **LABOR-MANAGEMENT RELATIONS**

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

- A. The parties shall each endeavor to ensure that relations between them are characterized by mutual responsibility and respect and that all employees and representatives of the parties are treated in accordance with accepted standards of courtesy and respect for individual dignity. This provision establishes a mutual obligation between the Judiciary and the Union to effectuate its purposes.

Workplace violence is a violation of these accepted standards. Grievances alleging violations of workplace violence as defined in the Judiciary's policy shall be governed by Article 10.4 of this Agreement.

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

- A. The parties agree there shall not be any discrimination as to race, creed, religion, color, national origin, nationality, ancestry, marital status, domestic partnership status, age, sex, familial status, atypical heredity cellular or blood trait, genetic information, liability for military service, and mental or physical or perceived disability, including perceived disability and AIDS and HIV status, sexual or affectional orientation, political affiliation, Union membership or legal union activity.
- B. As there are specific forums to address discrimination complaints, including the Judiciary's EEO dispute resolution procedures and other State and Federal agencies, a claim alleging violation of the provisions of 2.2, Non-Discrimination is not subject to the grievance procedures of this agreement but this provision shall not mitigate or waive the employee's or Union's rights to file complaints of discrimination in other forums.

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

- A. The Judiciary and the Union shall continue their joint participation in the existing labor-management committees and shall create any new labor-management committees by mutual agreement. Representatives to the labor-management committees shall be granted permission and reasonable time, without loss of pay, to attend labor-management committee meetings. It is understood that the committee member's supervisor shall schedule such release time providing the work responsibilities of the committee

member are adequately covered or completed in the estimation of the supervisor. Such release time shall not be unreasonably denied. The Judiciary and the Union must reach agreement before any new labor-management committee is established by either party.

- B. Child Support Hearing Officers: A labor management committee shall continue to meet to address health and safety and other matters, as appropriate.
- C. Labor-Management Committee minutes shall be distributed by the Chair of the committee.
- D. Five business days prior to the implementation of any new policy or modification of an existing policy of statewide application directly relating to human resources or labor relations subjects affecting negotiations unit employees, the Judiciary shall notify the Union of such planned policy or modification for the purpose of review and comment. The five-business day period may be reduced in emergent situations where operational needs so require. Management shall use its sole discretion whether a new policy or policy modification is subject to this provision for prior notice to the Union. This provision shall not prevent or inhibit management from issuing any new policy or policy modification upon the conclusion of the review and comment period. This provision shall not inhibit the Union's right to grieve a new policy or a policy revision.
- E. The Union will provide the AOC Labor and Employee Relations Unit with a current electronic listing of shop stewards on a quarterly basis, and with updates as they occur.

#### **2.4 Membership on the Advisory Committee on Outside Activities of Judiciary Employees**

The Union is permitted to nominate one representative on behalf of the Professional Non-Case Related Unit for appointment to serve on the Advisory Committee on Outside Activities of Judiciary Employees. Upon approval by the Supreme Court, the appointee will serve a two-year term and no member who has served five full two-year terms shall be eligible for immediate reappointment, in accordance with Court Rule 1:17A-1.

- 2.5** The parties acknowledge that New Jersey Employer-Employee Relations Act, NJSA 34:13A-1 et seq. ("the Act") is applicable to the Judiciary and the majority representative of the negotiations unit of employees covered by this Agreement. The Public Employment Relations Commission (PERC) shall have jurisdiction consistent with the Act.



## **ARTICLE 3 UNION RIGHTS**

### **3.1 Access**

- A. Union officials shall have access to the premises of the Judiciary to investigate and discuss grievances or other workplace-related issues and for other purposes related to the role of the Union as exclusive representative.
- B. Union officials will also have access during lunch and non-work breaks to conduct worksite meetings.
- C. The Union shall provide the Judiciary, in writing, with the names of duly authorized representatives who may require such access, and wherever possible, such representatives shall provide notice to the designated Judiciary officials. This right shall be exercised reasonably and with minimum interference with the operations of the Judiciary, except as otherwise required by law.
- D. Employees and Union representatives shall be permitted reasonable use of E-mail, telephones and inter-office mail for matters relating to Union representation of unit employees.
- E. Union officials shall request permission of the Trial Court Administrator/Senior Manager, or his/her designee, for use of court facilities other than incidental use.
- F. A claim by the Judiciary that an employee has allegedly violated any of the above-described privileges shall be brought to the attention of the Union and the Union will promptly investigate and take any action necessary to ensure the proper administration of these provisions.

### **3.2 New Hires**

- A. The Union may provide self-addressed stamped information postcards for newly hired employees to complete, including name, address, title, date of hire, and other employment data. In addition, the Union may supply information packets concerning Union membership and representation. Upon receipt of such information postcards and packets, the Judiciary will distribute them to new employees at the same time the employees are required to fill out initial personnel and payroll forms. The card may be filled out by the new employee and, if so, the employer will process the request for Union dues deduction promptly and forward the card to the Union by mail.

**B. Union Orientation Meeting**

Union officials will be given access to newly hired employees in CWA represented positions on the first day of their employment during the onboarding orientation session in Human Resources. During the orientation, the Union shall be afforded a period of at least thirty (30) minutes, but no longer than one hundred twenty (120) minutes, to meet with represented new employees.

The Local office and shop stewards will be given notice at least 1 week in advance of a newly hired employee's orientation session date. If a steward is not able to attend the orientation, the Union will be provided with an alternative 30-minute session with the newly hired employee.

**3.3 Personnel Data**

**A. Unit Membership Report**

Every four (4) pay periods listings of all employees in the unit will be supplied to the Union, together with date of hire, department/work unit/work location, work e-mail address, job title, salary, dues deduction status and home address, home and personal email address on file, and home and cellular phone numbers on file with the Judiciary. These listings will be sent electronically, in Excel and PDF format. The PDF version will be considered the official record.

**B. Separation Report**

The Union will also be notified once every four (4) pay periods regarding employees who have left the bargaining unit due to resignation or retirement.

**C. New Hire Report**

The Judiciary shall give the Union a listing of new hires into the bargaining unit every pay period. The list shall contain the employee's name, address, county and work unit, work telephone numbers and any home and personal cellular telephone numbers on file with the Judiciary, date of hire, and work and personal email address on file with the Judiciary. The Union may then provide a copy of the contract to the new employee. The Judiciary shall also provide notice to the Union whenever a new employee is hired by providing a copy of the hiring confirmation letter.

**D. Employees Promoted/Transferred/Reassigned Into Bargaining Unit Report**

The Judiciary shall provide notice to the Union whenever an employee is promoted or demoted into the bargaining unit no later than the first pay period after the change is reflected. The Judiciary shall also provide notice to the Union whenever an employee is transferred or reassigned no later than the first pay period after the change is reflected. Notice shall include the employee's name, address, county and work unit, work telephone numbers and any home and personal cellular telephone numbers on file with the Judiciary, date of hire, and work and personal email address on file with the Judiciary.

**E. Centralized Payroll Report**

Centralized Payroll shall provide to the Union on a bi-weekly basis a complete up-to-date listing of all employees covered by this Agreement, together with their home addresses, amount of dues deducted, voluntary dues deduction amounts, Social Security number and coded payroll location.

**F. Report Disclosure and Requests**

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.

**G. Workplace Democracy Act**

The parties shall meet to negotiate regarding union access requirements under the Workplace Democracy Enhancement Act or any amendment thereto within ten calendar days of adoption of implementing regulations by the Public Employment Relations Commission, or of such later time as the parties may mutually agree.

**3.4 Union Leave**

- A. Paid leave for union activity. The Judiciary shall provide an aggregate of 150 paid leave days per fiscal year for the term of this agreement for employees in the negotiations unit designated by the Union to attend meetings, conventions, workshops, or other Union activities.

Requests for such leave shall be submitted by or with the authorization of an appropriate Union representative only, and such requests shall be made with as much advance notice as possible to avoid disruption of the work flow. Union Leave requests shall be sent to the Office of Labor and Employee Relations and copied to appropriate vicinage or AOC management. Approval of such requests shall be at management's discretion and shall not be unreasonably denied, however, no employee shall be granted more than fifteen (15) paid union leave days in a calendar year. 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. An exception to this limitation will be made for any elected member of the CWA Local Executive Board, who may be permitted to take up to twenty (20) days per calendar year.

- B. In addition to the above, one hundred (100) days of union leave shall be granted in the first fiscal year of the contract, for the purpose of union designated employees and duly authorized shop stewards in the negotiations unit to attend training. One hundred (100) days of such leave shall be granted in each of the remaining fiscal years of the contract. Approval of such request is at management's discretion and shall not be unreasonably denied. 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.
- C. **Unpaid leave for union activities.** In addition to paid union leaves, employees designated by the Union may request unpaid leave for union activities, subject to approval by the Judiciary. Such approval will be considered in the context of the operations of the Judiciary as well as the amount of leave requested by any individual. Approval of such request is at management's discretion and shall not be unreasonably denied.
- D. **Leave for union office.** Any employee elected or appointed to Union office may be permitted to take an unpaid leave of absence for one year, subject to renewal for successive one-year periods. Approval of such leave is at management's discretion.

## **ARTICLE 4**

### **UNION SECURITY**

#### **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, defined as regular dues, fees, and assessments, including special assessments deducted from the regular paycheck of any employee who submits on the designated form, a voluntary written authorization to the appropriate personnel office, which shall forward it to the Centralized Payroll Section, Department of the Treasury. Deductions will be reflected in the following pay, provided the voluntary written authorization is received by Centralized Payroll at least seven (7) 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 CWA in writing if the request is made in writing as to the status of the matter in question.
- B. The amount of dues to be deducted for any employee in this negotiating unit shall be limited to CWA and shall be certified to the Judiciary by the Union as more fully described in Section 4.1E, below. Such dues shall be deducted from paycheck as per each regular payroll payment.
- C. In the event any employee wishes to withdraw his/her authorization for dues deduction, it must be done by written notice to the Judiciary. Upon receipt of such notice, the Office of Labor and Employee Relations will forward a copy to the Union office within five (5) days. Deductions shall be terminated as of July 1 of the year following the date on which the notice of withdrawal was submitted. Dues deductions shall be terminated only pursuant to law or upon the employee's departure from the represented unit.
- D. Dues so deducted shall be deducted from paycheck as per each regular payroll payment, and shall be transmitted by Centralized Payroll to the Secretary/Treasurer of the Union with a listing of the employees and payroll number, with a separate payroll number for each county, separated by county, and deduction amount, as to whom each deduction is made.
- E. 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.

- F. Provisions of this section are further conditioned upon adherence to all applicable legal requirements. To the extent any provision of the Article is inconsistent with applicable law, the parties shall comply with applicable law, and the provision at issue shall be deemed null and void.

#### **4.2 Membership Information**

The Judiciary shall provide electronically to the Union membership information in accordance with Article 3.3.

#### **4.3 Representation Fee (Agency)**

There shall be no withholding of representation (agency) fees and/or other union assessments from the pay of employees in this negotiations unit who have not affirmatively consented to such withholdings and unless certified by the Union.

#### **4.4 Judiciary Hold Harmless**

The Union shall indemnify and hold the Judiciary harmless with respect to any claims or other actions arising out of compliance with the collection of dues or representation (agency) fees by the Judiciary.

Neither the Judiciary nor the employee shall be responsible for any back payment of the representation fee for any cause upon the entry or reentry of the employee into the Union.

#### **4.5 Legal Requirements**

Provisions in this Article 4 are to be interpreted and applied in accordance with applicable law, including but not limited to any applicable Rules issued by the Public Employment Relations Commission.

# **ARTICLE 5**

## **HOURS OF WORK**

### **5.1 Work Schedules**

- A. Regular work schedule shall be maintained as a five-day workweek, Monday through Friday. Current work schedules will be maintained, except as provided herein. Work schedules will be understood to include any existing flex-time arrangements that have been approved in writing by the appropriate supervisor. There are no established breaks. As professionals, employees may take reasonable breaks when work demands allow and breaks do not interfere with operations. Such breaks shall not be unreasonably denied.
  
- B. Work schedules will be subject to change if the Judiciary determines it to be necessary based on operational need. In such case, the Judiciary shall provide written notice to the employee and the Union at least 30 days in advance, except that this period may be shorter in an emergent situation where operational needs so require. Upon request by the Union, the parties shall meet and discuss the proposed changes prior to implementation and shall negotiate concerning the impact of the changes. In advance of a meeting, the Judiciary shall provide the Union with requested information regarding the impact of the changes on employees and the justification for operational need. See also 5.2(A)(1) with respect to Pretrial Services.
  
- C. The Judiciary shall not temporarily change an individual's hours of work to avoid payment of overtime or earning of compensatory time. Employees may voluntarily agree to flexible work hours on a temporary basis with their supervisor if required to work beyond regular working hours in a day or a workweek. Notwithstanding the foregoing, employees in the titles of Administrative Specialist 4, Judiciary Coordinator 2, and Financial Specialist 2 may be required with reasonable advance notice to flex their specific hours of work within the 35 hour workweek to complete specific projects or assignments as deemed necessary and as operational needs so require. The employee and management shall mutually agree when the flex hours off shall be scheduled.

### **5.2. Pretrial Services Program**

#### **A. Work Schedules**

- 1. Work schedules in the Pretrial Services Program and for IT staff assigned to support the Pretrial Services Program may include evenings, weekends, and holidays as defined by Article 14 of this

Agreement. See (A)(3) and (A)(4) below for compensation for work performed on a holiday. Work schedules may change or rotate with 30 days advance notice to the employees. This period may be shorter in an emergent situation where operational needs so require.

2. Positions for which a regular workweek will not adhere to the regular Monday through Friday or core daytime hours of operation shall be posted to recruit interested applicants.
3. An employee in a fixed workweek title as defined by N.J.A.C. 4A:3-5.2 et seq., shall be compensated for holidays as follows:
  - a. An employee whose regular workweek includes a holiday will be compensated in the form of cash or compensatory time, at the rate of one and one-half times their hourly rate of pay in addition to their regular rate of pay for all work performed on a holiday, in accordance with Article 6.2. Alternatively, if management seeks volunteers to work on a holiday, a fixed workweek employee may, in conjunction with the appointing authority, agree to work on a holiday in exchange for a specified personal preference day off. The fixed workweek employee who volunteers does not receive overtime compensation for work performed on the holiday.
  - b. An employee whose regular day off falls on a holiday is entitled to another day off within the same workweek. For example, an employee whose workweek is Tuesday through Saturday, with regular days off of Sunday and Monday, would be entitled to an additional day off for all holidays that fall on a Monday (e.g., Memorial Day, Labor Day, etc.).
4. An employee who is designated NL and is exempt under the FLSA shall be compensated for work performed on holidays as defined by Article 14 of this Agreement, on an hour-for-hour (compensatory time) basis. An employee whose regular day off falls on a holiday is entitled to another day off within the same workweek. For example, an employee whose workweek is Tuesday through Saturday, with regular days off on Sunday and Monday, would be entitled to an additional day off for all holidays that fall on a Monday (e.g., Memorial Day, Labor Day, etc.). Alternatively, management and the employee may mutually agree to an alternate personal preference day off.



**B. On-Call Scheduling**

1. PSP employees shall be assigned on-call for handling electronic monitoring alerts, based on operational need. On call schedules shall be rotated and shall be developed and disseminated in advance with at least 30 days notice. Employee requests and conflicts will be factored into scheduling when feasible.
2. An employee shall not be scheduled for on-call duty on leave days off that were approved prior to dissemination of the on-call schedule.
3. An employee scheduled for on-call coverage may solicit coverage from a co-worker with the approval of management. If the employee is unavailable for scheduled on-call coverage due to emergent circumstances, management shall assign an alternate.

**C. On-Call Time (Pretrial Services Program)**

1. In recognition of the unique nature of the implementation of the Pretrial Services Program, and the uncertainty of the volume of emergency alerts until the program becomes stabilized, effective the first pay period of the month after ratification of this Agreement through the expiration of the contract on June 30, 2024, compensation for on-call duty for the Pretrial Services Program shall be as follows:
2. On-call compensation for handling emergency alerts during non-work hours shall be in cash at the rate of time-and-a-half the employee's hourly rate of pay except as follows:
  - a. Compensation for emergency alerts received from 10PM until 6AM the next morning shall be in cash at the rate of double time the employee's hourly rate of pay; and
  - b. Compensation for emergency alerts received on holidays as defined in this Agreement shall be in cash at the rate of double time the employee's hourly rate of pay.
3. On-Call Overnight Compensation

Pretrial Services Program employees assigned primary on-call duties will receive two (2) hours compensatory time or cash, at management's option, at straight time in addition to the compensation in (C)(2) above for each 56 hours of overnight on-call duty assignments performed (between 10PM and 6AM the next morning).

**D. On-Call Free Days**

1. Except by mutual consent or situations in which reasonable alternate scheduling is not possible, and only to the extent that available qualified staffing in the vicinage permits, no employee shall be required to carry a device:
  - On any Saturday or Sunday during a weekend in which the employee is not scheduled to work, provided, however, that notwithstanding the foregoing, a vicinage may rotate Sunday on-call duty among available qualified employees in order to assure an equitable distribution of Sunday on-call responsibilities.
  - On an alternate/flex day off.
  - On consecutive weekends.
  - On consecutive Holidays (as defined in Article 14 of the Agreement).

**E. Electronic Monitoring Equipment Cut-off Time**

Pretrial Service staff shall not be required to begin to equip pretrial defendants with electronic monitoring bracelets after the close of Pretrial business in that vicinage. Should equipping the bracelet cause the employee to work past the close of business, the employee shall be entitled to overtime.

**F. Bilingual Duties**

No CSO 1 or CSO 2 without Bilingual Communicative Ability Test (Bicat) certification shall be asked to provide communication assistance except in limited circumstances such as to gather basic information from a court user like names, addresses, and phone numbers to provide to certified staff; and/or to provide basic information to the court user, such as a certified staff member's name and contact information and statewide translated materials.

**G. Statewide Pretrial Services Labor-Management Committee**

1. The Judiciary and Union recognize that employees and management of the Pretrial Services Program have unique concerns pertaining to the implementation of the program and the Criminal Justice Reform Act. Therefore, the parties agree to establish a Joint Labor-Management Pretrial Services Committee to discuss such issues of joint concern, such as case load size and training needs. Any

recommendations of the Committee shall be advisory in nature but may be proposed for inclusion into a side letter agreement for execution and approval by the appropriate parties.

2. The Committee shall meet bi-monthly unless and until otherwise mutually determined by the members.
3. Membership of the committee shall consist of an equal number of representatives from management and labor not to exceed 10 members in total. The Judiciary and the CWA shall each select its representatives.

### **5.3 Alternative Work Arrangements**

- A. The Judiciary may approve employee requests to participate in alternate work week, compressed work week/pay period, telecommuting or other alternative work arrangements as permitted by Judiciary Policy. The Judiciary may limit participation in an alternative workweek program to selected groups of job titles, work units and/or work locations to accommodate work units and/or work locations operational needs. Except in the event of an emergency, affected employees and the Union shall be provided with minimum notice of at least 30 days of changes to schedules or termination of the program based on operational needs. Alternative work arrangements, including any changes to the Judiciary policy, shall be the subject of cooperative discussion in the Work/Life Committee.
- B. The Judiciary and CWA will continue to participate in a Work-Life Committee, which shall consist of equal numbers of labor and management representatives not exceeding three each except upon mutual agreement. The Committee will meet at least once per calendar year to review the continuing implementation of the Alternative Work Arrangements Policy and to suggest modifications as necessary.

### **5.4 Length of Work Week**

- A. All full time employees, except those officers in ISP and JISP and NL employees, shall work a regular work week of 35 hours.
- B. ISP and JISP officers and will work a 40 hour week.
- C. NL employees will continue to be required to regularly work at least a 35 hour workweek with occasional requirements for a longer workweek to complete projects or assignments as required by the Judiciary.

## 5.5 A. Shift Assignments

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

## B. Data Center Shift Work

1. Management may implement a three-day workweek within its seven-day per week, twenty-four hour per day requirements for bargaining unit staff performing shift work in the Judiciary Data Center Computer Operations Unit (hereupon referred to as "Unit"). Unit staff will be organized into four work teams with each team assigned to work a schedule consisting of three consecutive days with the following four days off. Each scheduled workday will consist of 11 hours, 40 minutes plus an unpaid thirty-minute lunch (total of 12 hours and 10 minutes). The total workweek will remain at 35 hours. This schedule will provide for a ten minute overlap of the following shift for work turnover.

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

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

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

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

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

a. Only those employees whose shift begins on the holiday (8 a.m. or 8 p.m.) will be considered to be working on the holiday.

- b. An employee whose regular shift includes a holiday and who actually works the holiday will be compensated in accordance with N.J.A.C. 4A:3-5.8 as follows:
- the employee will receive credit for 7 hours of compensatory holiday leave time, and
  - will be paid for time worked (11 hours 40 minutes) on an hour-for-hour basis, and
  - will be compensated for 5 hours 50 minutes (overtime premium) in cash or compensatory time at the discretion of management.
- c. An employee whose regular shift includes a holiday and who is scheduled to work the holiday and who does not actually work the holiday but is in pay status (e.g. employee uses vacation, sick, administrative or compensatory leave) will utilize 7 hours of holiday time on that day and will be charged with the appropriate type of leave time for the remaining hours of the shift.
- d. An employee whose regular shift includes a holiday and who is scheduled to work the holiday but does not actually work the holiday and is not in pay status (i.e. has no leave balances) will not be paid for the scheduled work day and will not be eligible to utilize 7 hours of holiday time.
- e. An employee whose regular shift includes a holiday but who is not scheduled to work the holiday will be given 7 hours of holiday leave time on that day and the remaining hours of the shift will be charged to any accumulated compensatory holiday leave time balance. If the compensatory holiday leave time balance is not sufficient enough to cover the remainder of the shift, the employee will be charged with vacation leave or administrative leave at the employee's discretion. If the employee has insufficient available compensatory holiday leave, vacation leave or administrative leave balances, the employee will be in no pay status for that portion of the shift.
- f. Other unit employees will be credited with 7 hours of compensatory holiday leave time.

- g. Employees must be in pay status on their last scheduled workday prior to the holiday to be eligible for the compensatory holiday leave time.
  - h. Management will maintain a record of available compensatory holiday leave time to be used by employees following the normal scheduling procedures in the Data Center.
  - i. Employees must schedule the use of accumulated compensatory holiday leave time such that the accumulated balance does not exceed 30 hours.
  - j. No holiday leave balance may be carried over from one calendar year to the next calendar year. Any compensatory holiday leave balance in effect at the end of a calendar year shall be paid in cash.
5. Compensatory holiday leave, compensatory time-off, sick leave, administrative leave and vacation leave may be used in half hour increments. Unit staff using a full day will be charged the full scheduled hours of that day. Any time provisions set forth in the contract which refer to days shall be converted to equivalent hours for the purpose of this agreement (e.g. leave, discipline).
6. Unit staff will change or rotate shifts on a regular four-month basis in order to ensure that annual holidays are distributed in an equitable manner. The four-month rotation will be from the front-end of the workweek to the back-end of the workweek, and vice-versa. The rotation will generally correspond with the commencement of a pay period. Shift assignments may be adjusted by management based on the operational needs of the Judiciary Data Center. Management will make every effort to accommodate staff in regard to their preferred shift assignments.
7. All shifts will be scheduled so that an employee's work schedule will be on three contiguous days. An employee's regular work schedule will not include a contiguous Saturday and Sunday. It is, however, understood that emergent situations and overtime requirements may result in a temporary modification to these scheduling provisions. Every effort will be made by management to initially schedule the four work teams in such a manner to distribute the holidays in as equitable a manner as practicable.

8. Implementation of this policy shall not trigger the overtime provisions enumerated in Article 6 of the Agreement between the State of New Jersey Judiciary and the Communications Workers of America. However, employees will receive overtime compensation consistent with applicable law should the hours worked in a given workweek exceed 35 hours. Said compensation shall be in either cash or compensatory time at the discretion of management.
9. The three day work week program may be terminated by the Judiciary giving 60 days advance notice to the Union. The parties shall meet to negotiate the impact of elimination of this workweek schedule.

## **5.6 Portal to Portal Pay**

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

1. As these employees are non-exempt for FLSA purposes, their hours of work shall be computed, when not commuting to or from their designated work location, as follows. For purposes of this provision, an employee's assigned regional office, as determined by management, shall constitute the employee's designated work location.
  - a. Each ISP/JISP Officer will have an assumed commutation time of sixty (60) minutes round trip (i.e. thirty minutes each way).
  - b. Any travel time beyond thirty (30) minutes at the beginning of an employee's workday and/or thirty (30) minutes at the end of their workday will be included in the employee's hours of work. Any travel time less than thirty (30) minutes, either at the beginning or the end of the workday, will not be included in the employee's hours of work. Notwithstanding the above, the employee's normal work hours will continue to be forty (40) hours per week.
  - c. Employees hired on or before July 1, 2020 will be assigned to the regional office closest to their home, consistent with operational needs, unless mutually agreed by the employee and management. For purposes of this provision, their home address shall be the address of record. Individual hardship may be asserted by an employee not assigned to the regional office closest to their home, and management shall not

unreasonably deny setting an alternate regional office as the designated work location. Additionally, employees who are not assigned to the regional office closest to their home will be given priority consideration for reassignment as vacancies occur.

Employees hired after July 1, 2020, will be assigned to a regional office by management. If an employee desires to be reassigned to another regional office, they must submit a request for a reassignment with management. When management fills a vacant position, it will review the requests for voluntary reassignment and may make a selection from that list.

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

B. All ITO telecommunications employees

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



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

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

1. As these employees are non-exempt for FLSA purposes, their hours of work shall be computed as follows:
  - a. For purposes of work hours: At the beginning of each fiscal year, management will review the work assignment locations for employees in these titles for the previous twelve (12) months. After concluding this review, management will assign a work station for each employee based upon the frequency of visits to each location during the previous 12 months. With mutual agreement between the employee and their supervisor, the employee's work station may be changed at times other than that described above. Also, an individual employed in the above noted titles may submit a request to management to have a particular location assigned as his/her work station location. Although management will not be bound by any such request, that request, and the employee's seniority date, will be taken into consideration in preparing work station assignments.
  - b. Once the work station is assigned, each employee shall determine the length of time it takes to commute from his/her home to his/her designated work station and report this time to management. Provided this time appears to be appropriate, it will be utilized as the employee's normal commuting travel time. The Judiciary will make the final determination as to the length of the normal commuting time, in accordance with the above.
  - c. Hours of work to or from any location other than the employee's work station, shall commence after traveling that normal commuting travel time from the employee's home to his/her first assignment of the day. Similarly, hours of work shall end after deducting that same amount of normal commuting time from the time that the employee arrives home at the end of the day. Notwithstanding the above, if the employee arrives at the first work assignment during regular working hours sooner than the time arrived at by the above

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

- d. It is understood that employees may be given assignments at other than his/her assigned work station. In such instances, employees will be entitled to time in excess of the normal commute and such time will be counted as time worked.
- e. Any posting for a vacancy in one of these positions will include a potential designated work station for that position until the commencement of the next fiscal year. At the beginning of the next fiscal year after a new employee is hired, the provisions of 5.6(C)(1) will apply.

- 2. For the purpose of determining travel reimbursement, the Judiciary Travel Regulations shall apply.
- 3. Notwithstanding the above, the parties acknowledge the negotiated Memorandum of Agreement dated July 15, 2005 regarding the Child Support Hearing Officer Program.

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

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

**5.7 On-Call Time (Other than Pretrial Services Program)**

- A. Employees who are required to carry a cell phone, laptop, tablet, or any other mobile device ("device") will not be given any additional compensation for carrying the device. If an employee is required to carry a device, and the

employee is already in on-duty status, on-call time will be part of the regular duty. However, if an employee is in an off-duty status and is authorized to receive calls, on-call duty-time will be calculated from the time the call is received and will include all time actually worked on the assignment.

Authorization and expectation to be on-call shall be communicated to the employee in writing by the supervisor or manager with as much advance notice as possible, but not less than thirty (30) days unless in emergent circumstances which may require shorter notice. On-call shall be assigned based on demonstrable operational need.

- B. On-Call free days. Employees who are regularly assigned to carry a cell phone or other device shall be given two on-call free days in each seven-day period. These shall be consecutive whenever possible, but no less than 26 times per year, provided the employees obtain coverage from a co-worker. However, in the event the employee does not obtain coverage, the employee shall still be entitled to two on-call free days in each seven-day period, but they may not be consecutive. Every effort will be made to jointly work out the on-call free scheduling with management. In the event that an employee cannot obtain coverage from a co-worker, management will, at the employee's request, work out cell phone free day coverage for the employee.

## **ARTICLE 6**

### **OVERTIME**

#### **6.1 Definition**

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

#### **6.2 Overtime Compensation**

- A. Except as provided in 6.3 and 6.4 below, employees shall be compensated for overtime work performed in excess of 35 hours work per week at the rate of time-and-one-half, consistent with applicable law and past practice.
- B. Employees may submit a request as to how they want to be paid – either cash or compensatory time. However, the Judiciary will have the discretion to pay overtime in compensatory time off or pay.
- C. When employees are not provided twelve (12) or more hours advance notice of the need to work overtime, such employees may request their option to receive cash or compensatory time and the appointing authority shall make a reasonable effort to accommodate such request.
- D. In the event that an employee has worked overtime and has been told by management that they would be approved for compensatory time and has scheduled the compensatory time off, management cannot change the form of payment from compensatory time to pay except upon mutual agreement. However, periodically, management may require any unscheduled compensatory time to be paid out in cash, including at the end of the fiscal year.

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

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

#### **6.4 NL**

Employees who are designated NL and who are exempt under the FLSA, will not have any entitlement to overtime after the normal work week, but, consistent with the Administrative Code, may be given straight compensatory time on an hour for hour basis for hours worked in excess of the regular work week. Whenever an NL employee accumulates 60 or more hours of compensatory time, the employee and the supervisor shall discuss how to amicably schedule the compensatory time off.

#### **6.5 Equalization of Overtime**

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

#### **6.6 Mandatory Overtime**

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

#### **6.7 Administrative Code**

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

**6.8** Employees will not receive compensation for overnight sleep time.

**6.9** Compensatory time may be utilized in half hour increments.

# **ARTICLE 7**

## **SALARY AND WAGES**

### **7.1 The Judiciary's Compensation Plan**

The Judiciary's Classification and Compensation Plan consists of the following elements:

- 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, set forth in Appendix A attached hereto.

### **7.2 Across-the-Board Salary Increases**

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

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

- A. Across the Board Salary Increases
  - 1. Effective December 19, 2020, 1.75% increase to base for employees not at the maximum 2; 1% increase to base for employees at maximum 2.
  - 2. Effective the pay period that includes July 1, 2021, 2.0% increase to base.
  - 3. Effective the pay period that includes July 1, 2022, 2.0% increase to base.
  - 4. Effective the pay period that includes July 1, 2023, 2.0% increase to base.

**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 increases, except that, on December 19, 2020 the maximum 2 shall increase by only 1%. An employee shall be advanced to the Maximum 2 salary in his or her respective salary range, and have his or her salary increased by the corresponding amount, in pay period 2 of the calendar year following the date the employee completes 24 full calendar months of employment in his or her job title at the Maximum 1 salary in his or her respective salary range.

After the application of the across-the-board salary increase effective December 19, 2020, the minimum salary for an Information Technology Analyst 1 and an Information Technology Analyst 2 will be increased to \$53,579.71 and \$61,217.75 respectively.

Employees who are at Maximum 2 annual salary and are employed as of December 19, 2020 shall receive a lump sum off base payment of \$1,000.

**7.3 Salary Progression within a Salary Band/Level**

Employees shall have their salaries increased in accordance with the following:

- A. Effective pay period 2 of each calendar year, employees who have at least one year of service completed as of December 31, shall have his or her annual base salary increased by 3.0% or to the maximum of the salary range, whichever is less. This shall be in addition to the salary adjustment outlined, above. Notwithstanding the above, no employee will have his or her annual salary increased above the maximum.
- B. In accordance with existing practice, when calculating increases occurring on the same day, the across-the-board increase will be applied first, and then the progression increase shall be applied.

**7.4 New Hires and Employees on Leaves of Absence**

- A. New employees hired from January 1 of the previous year through June 30 shall be eligible to receive a pro-rata portion of the salary progression payment described in section 7.3 above.
  - 1. A pro-rata portion equals 1/12 of the full salary progression amount for each full month worked.

2. 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.
- B. New employees hired July 1 through December 31 shall be eligible in January following their first year anniversary for the full amount of the salary progression payment described in section 7.3 above.
  - C.
    1. 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 calendar year will receive a pro-rata portion of these payments (1/12 for every completed month of employment) as follows:
      2. For every ten days that the employee is not in pay status during the period, his/her salary increment shall be reduced by one-half of the pro-rated monthly amount (one-half of the 1/12 monthly amount).

## **7.5 Promotions and Advancements**

- A. For purposes of this section “promotion” means that an employee moves from a position to 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 position in one salary band level to a position in that same salary band, but at a level with a higher maximum salary within that band.
- B. An employee who is promoted or advanced from a position in one salary band level to a position in another salary band level will be given a 5% increase in salary provided that the new salary band level has a higher maximum. Notwithstanding the above, no employee shall earn less than the minimum of the new salary band level nor earn more than the maximum of the new salary band level.
- C. The Judiciary may make “acting appointments” to vacant unclassified positions or to other positions for which the incumbent is on a leave of absence. Employees appointed to serve in an acting capacity in a position on a higher band level shall receive the 5% promotional/advancement increase to their base salary consistent with section 7.5(A), above, for the time period the employee serves in an acting capacity.



- D. CSO 1's in the ISP and JISP Sections of the AOC Probation Division will qualify for a "temporary advancement" in three circumstances, as outlined in subsections 1, 2 and 3 below. In the event that such a temporary advancement is triggered, the employee will be compensated as set forth below. The three circumstances that will trigger compensation for a temporary advancement are:
1. **An Extended Leave of Absence.** A CSO 1 is filling in completely for an ISP/JISP officer during an ISP/JISP officer's leave of absence which must have been requested for a continuous period of time exceeding 472.5 hours. In this instance the CSO 1 who is temporarily advanced will have all the rights and obligations of an ISP/JISP officer for the duration of the temporary advancement. The advancement increase for the CSO 1 shall be a 5% increase in base salary or the minimum of the ISP/JISP officer's salary range, whichever is greater, and will commence on the date the ISP/JISP officer begins the extended leave of absence.
  2. **Pending Recruitment:** A CSO 1 is serving in an "acting" capacity during the pending recruitment of an ISP/JISP officer, the length of which will not exceed six months. The CSO 1 in the acting appointment will have all the rights and obligations of an ISP/JISP officer for the duration of the temporary advancement. The advancement increase for the CSO 1 shall be a 5% increase in base salary or the minimum of the ISP/JISP officers' salary range, whichever is greater, and will commence upon the acting appointment date to the vacant position.
  3. **A Temporary Assignment.** A CSO 1 is given the temporary assignment to cover an ISP/JISP officer's responsibilities during intermittent paid or unpaid leaves of one or more ISP/JISP officers and the total accumulated time for all such assignments exceeds 550 hours in the fiscal year. The employee shall receive 5% increase in his/her CSO1 hourly rate of pay for each hour of such temporary assignment that exceeds 550 hours in the fiscal year. Any time actually worked outside of the employee's regularly scheduled 40-hour workweek as a result of being given an ISP/JISP officer's beeper/pager shall count toward the 550 or more hours of time worked covering an ISP/JISP officer's responsibilities. In the event the temporary assignment develops into an extended leave of absence as defined in Paragraph 7.5.D.1., above, the provisions pertaining to the extended leave assignment become applicable as of the date of notice and are not retroactive.

- E. The assignment of an employee to a “temporary advancement” position is a management right that need not be posted and shall not be subject to the grievance or arbitration procedure. However, management recognizes that employees have an interest in obtaining such opportunities for advancement and will attempt to spread such opportunities among qualified employees.

## **7.6 Demotions**

- A. An employee who had previously been promoted and is subsequently demoted from a position in one salary band level to a position in another salary band level with a lower maximum salary may have a salary reduction up to the maximum of the original 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.

## **7.7 Starting Rates for New Hires**

The parties agree that normally employees may be hired up to 15% above the minimum of the band/level. However, periodically hiring above 15% may be desirable. In those instances where the Judiciary wants to hire more than 15% above the minimum, the Judiciary shall notify the Union pursuant to Article 3 of this agreement.

## **7.8 Special Project Rates**

In the event that the Judiciary determines the need for assignment of NL employees to a special project, the parties agree to negotiate a common special project rate to pay employees for hours worked in excess of 35 per week. Except in emergent circumstances, the Judiciary will notify the Union and the employees at 30 days in advance of the special project assignment(s) and the parties will commence negotiations to determine a common special project rate. Nothing in this section shall be construed to apply to work in excess of 35 hours per week on regular work projects.

## **ARTICLE 8**

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

#### **8.1 State Health Benefits Program for Active Employees**

##### **A. Medical Coverage**

1. The State Health Benefits program (SHBP) is applicable to employees covered by this contract. Benefits and coverage provided under the SHBP shall conform to the requirements of P.L. 2011, c. 78, section 47, N.J.S.A. 52:14-17.29. Bargaining unit employees may select from any plan that the SHBP and/or State Benefits Plan Design Committee makes available to employees of the Judiciary. Effective upon notice from the State that PPO plan established in 2019 (commonly called “NJ Direct 2019” or “Unity” plan) is made available to Judiciary employees for enrollment, active eligible employees shall be eligible to participate in that plan. The Judiciary and the Union shall cooperate to facilitate open enrollment as made available by the State.
2. It is agreed that, as part of the SHBP, the Prescription Drug Benefit Program shall be continued during the period of this Agreement. The Prescription Drug Benefit Program may be modified by the State Health Benefits Plan Design Committee, pursuant to its authority under P.L. 2011, c. 78.
3. The State Health Benefits Plan Design Committee shall provide to employees the option to select one of at least three levels of coverage each for family, individual, individual and spouse, and individual and dependent, or equivalent categories, for each plan offered by the program to employees of the Judiciary, differentiated by out of pocket costs to employees including co-payments and deductibles. Pursuant to P.L. 2011, c. 78, the State Health Benefits Plan Design Committee has the sole discretion to set the amounts of maximums, co-pays, deductibles, and other such participant costs for all plans in the program and has the sole discretion to determine the plan design, plan components and coverage levels under the program. The premium rate for each plan is then established by the State Health Benefits Commission.

4. Consistent with law, active employees and/or their spouses shall not be reimbursed for Medicare Part B premium payments.
5. State statute specifically prohibits two employees/retirees who are married to each other, civil union partners, or same sex domestic partners from both enrolling under the SHBP's plans and covering each other. An individual may be covered as an employee or as a dependent but not as both.

Furthermore, two SHBP members cannot both cover the same children as dependents under the SHBP plans.

**B. Contributions Towards Health and Prescription Benefits**

1. Employees shall contribute, through withholding of the contribution from the pay, salary, or other compensation, toward the cost of the health care benefits coverage for the employee and any dependent provided under the State Health Benefits Program at the level established by the grid pursuant to section 39 of P.L. 2011, c. 78, except as agreed below.
2. Effective upon enrollment in the "2019 PPO" plan, employees shall contribute a percentage of salary, through the withholding of the contribution from the pay, salary, or other compensation, toward the cost of health care benefits coverage for the employee and any dependent provided under the SHBP "2019 PPO" plan. The rates of contribution are set forth in Appendix B of this Agreement.
3. Effective upon the date that the "2019 PPO" plan becomes effective for enrolled employees, members participating in a Tiered Network Plan shall contribute a percentage of salary that is equal to 75% of the contribution rates for the PPO plan. The rates are set forth in Appendix B of this Agreement.
4. Effective upon the ratification of this agreement, members participating in an HMO plan or HDHP shall contribute a percentage of premium. The rates are set forth in Appendix B of this Agreement.
5. The amount payable by any employee, pursuant to section 39 of P.L. 2011 c. 78 shall not under any circumstance be less than 1.5% of base salary that is provided for in subsection c. of section 6 of P.L. 1996, c. 8 (C.52:14-17.28b).

6. An employee who pays the contribution required under section 40(a) of P.L. 2011 c. 78 or other contribution that exceeds 1.5% of base salary shall not also be required to pay the contribution of 1.5% of base salary under subsection c. of section 6 of P.L. 1996, c. 8 (C.52:14-17.28b).
7. The contribution shall apply to employees for whom the employer has assumed a health care benefits payment obligation, to require that such employees pay at a minimum the amount of contribution specified herein.
8. The parties agree that should an employee voluntarily waive all coverage under the SHBP and provide a certification to the State that he/she has other health insurance coverage, the State will waive the contribution for that employee.
9. Active employees will be able to use pre-tax dollars to pay contributions to health benefits under Section 125 premium conversion option. All contributions will be by deductions from pay.

**C. Dental Care Plan**

1. It is agreed that the State shall continue the Dental Care Plan during the period of this Agreement. The Dental Care Plan may be modified by the State Health Benefits Plan Design Committee, pursuant to its authority under P.L. 2011, c. 78. Pursuant to P.L. 2011, c. 78, the State Health Benefits Plan Design Committee has the sole discretion to set the amounts for maximums, co-pays, deductibles, and other such participant costs for all plans in the program and has the sole discretion to determine the plan design, plan components and coverage levels under the program. Full-time employees and eligible dependents shall be eligible for the State administered Employee Dental Plans(s).
2. Participation in the Plan shall be voluntary with a condition of participation being that each participating employee authorize a biweekly salary deduction as set by the State Health Benefits Plan Design Committee.
3. A member handbook describing the details of the Plan, enrollment information and the required enrollment forms are available on the Division of Pensions and Benefits' website.
4. Participating employees shall be provided with an identification card to be utilized when covered dental care is required.

## **D. Eye Care Program**

1. It is agreed that the coverage under the Eye Care Program shall provide for a \$40.00 payment for regular prescription lens or \$45.00 for bifocal lens or more complex prescriptions. Included are all eligible full-time employees and their eligible dependents (spouse and unmarried children under 26 years of age). The extension of benefits to dependents shall be effective only after the employee has been continuously employed for a minimum of sixty (60) days.
2. Full-time employees and eligible dependents as defined above shall be eligible for a maximum payment of \$35.00 or the non-reimbursed cost, whichever is less, of an eye examination by an Ophthalmologist or an Optometrist.
3. Each eligible employee and dependent may receive only one payment for examinations and one payment for glasses during the period from July 1, 2019 to June 30, 2021, and one payment for examination and one payment for glasses during the period from July 1, 2021 to June 30, 2023, and one payment for examination and one payment for glasses during the period from July 1, 2023 to June 30, 2024. Proper affidavit and submission of receipts are required of the employee in order to receive payment. This program ends on June 30, 2024.

## **8.2 State Health Benefits Program for Retirees**

- A. Those employees who had accrued 20 or more years of creditable service as of June 28, 2011, and who accrue 25 years of pension credit or retire on a disability retirement on or after July 1, 2011, will contribute 1.5% of the monthly retirement allowance toward the cost of post retirement medical benefits as is required by law. Until such time as different contribution levels are mandated through legislation or are established by the SHBP or the State Health Benefits Plan Design Committee, those employees who had accrued less than 20 years of creditable service as of June 28, 2011, and who accrue 25 years of pension credit or retire on disability retirement on or after July 1, 2011, will contribute toward the cost of post retirement medical benefits in accordance with the grid established by P.L. 2011, c. 78. In accordance with P.L. 2011, c. 78, the Retiree Wellness Program will not apply to employees who accrue 25 years of pension credit or retire on a disability retirement on or after July 1, 2012, unless otherwise provided by law or as established by the SHBP or the State Health Benefits Plan Design Committee.

- B. 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 service credit, as provided under the State plan, by July 1, 1997.
  
- C. Those employees who accrued 25 years of pension credit service between July 1, 1997 and June 30, 2000 are eligible to receive the following when they retire:
  - 1. Employees in this group who elect upon retirement to enroll in any PPO plan other than a PPO 10 plan, any of the approved HMO Plans or High Deductible Plan (HDHP) 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 a PPO 10 plan and earn \$40,000 or more in base salary in the year they retire shall pay the difference between the cost of that plan and the average of the cost to the State of the other PPO plans and the approved HMO Plans for health insurance coverage.
  - 3. Employees in this group who elect to enroll upon retirement in a PPO 10 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.
  
- D. Those employees who accrued 25 years of pension service credit between July 1, 2000 and June 30, 2008 are eligible to receive the following when they retire:
  - 1. Employees in this group who elect upon retirement to enroll in any PPO plan other than a PPO 10 plan, any of the approved HMO Plans or a HDHP 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 a PPO 10 plan shall pay 25% of the premium cost of that plan for health insurance coverage.

3. Employees in this group shall receive a Medicare Part B reimbursement after retirement up to a cap of \$46.10 per month per eligible employee and the employee's spouse.
- E. Employees who accrue 25 years of pension service credit after June 30, 2008 and before July 1, 2012, will be eligible to receive post retirement medical benefits ("PRM") in accordance with the terms set forth in the parties' 2008 - 2012 collective negotiations agreement. Such employees will be eligible to participate in any plan other than a PPO 10 plan and will pay 1.5% of pension benefit as a contribution to the cost of PRM, but such contribution shall be waived if the retiree participates in the Retiree Wellness Program. Participation shall mean that the retiree completes the designated HRA form at the time of retirement, participates in the annual health assessment, and participates in any individualized health counseling, follow-up, or program developed for that individual. There shall be an annual verification from the appropriate person at the Retiree Wellness Program that the retiree is participating as required.
  - F. Employees hired on or after July 1, 1995, will not receive any reimbursement for Medicare after retirement.
  - G. Employees who elect deferred retirement are not entitled to health benefits under this provision.
- 8.3** Violations of this Article are not subject to the grievance/arbitration procedure of Article 10 of this Agreement, except for Section 8.1(D). The Union and employees do not waive any other legal rights they have to enforce the provisions of this Article.
- 8.4** The parties agree to reopen negotiations over the subject matter of this Article in the event that changes are made by the State of New Jersey affecting such subject matter.



# **ARTICLE 9**

## **DISCIPLINARY ACTIONS**

### **9.1 Labor/Management Pre-Disciplinary Procedure**

- A. The parties agree to confer regarding resolution of problems in order to prevent disciplinary action. Counseling and oral and written warnings are appropriate pre-disciplinary actions.
- B. Counseling and oral and written warnings are not discipline and as such will not be placed in the employee's permanent personnel file and are not subject to the grievance or arbitration provisions. Copies of written warnings must be provided to the employee who may respond in writing. The written response will be attached to the warnings.

### **9.2 Types of Disciplinary Actions**

- A. Discipline shall consist of minor and major discipline, which shall include written reprimands, suspensions, disciplinary demotions, and removals from service.
  - 1. Minor discipline shall include a written reprimand and a suspension of five (5) business days or less.
  - 2. Major discipline shall include: (i) removal; (ii) disciplinary demotion, (iii) suspension for more than five (5) business days per incident; (iv) suspension for five (5) business days or less if the aggregate number of business days for which the employee is suspended in the calendar year is fifteen (15) or more; and (v) any suspension if the employee has already received at least three (3) minor suspensions during the calendar year.
- B. **Immediate Suspension**
  - 1. An employee may be suspended immediately and prior to a hearing where it is determined that the employee is unfit for duty or is a hazard to any person if permitted to remain on the job, or that an immediate suspension is necessary to maintain safety, health, order or effective direction of public services. However, a Preliminary Notice of Disciplinary Action on the administrative charges with opportunity for a hearing must be served in person or by certified mail

within five business days following the immediate suspension. The hearing will follow the procedures outlined in this article for major discipline, at which time the employee may challenge the appropriateness of the immediate suspension as well as the underlying administrative charges.

2. An employee may be suspended immediately when the employee is formally charged with a crime of the first, second or third degree, or a crime of the fourth degree on the job or directly related to the job. The procedures outlined in N.J.A.C. 4A: 2-2.7 shall be followed for actions involving criminal matters.
3. Where suspension is immediate under (1) and (2) above, and is without pay, the employee must first be apprised either orally or in writing, of why an immediate suspension is sought, the charges and the general evidence in support of the charges and provided with sufficient opportunity to review the charges and the evidence in order to respond to the charges before a representative of the appointing authority. The response may be oral or in writing, at the discretion of the appointing authority.

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

- A. Discipline shall be imposed for just cause only. Discipline shall be progressive in nature and corrective in aim. The Judiciary shall bear the burden of proof. Discipline shall be brought within 90 business days of management's knowledge of a specific incident and accumulation of the evidence, except in circumstances where further delay is appropriate (e.g., discipline for acts which would constitute a crime). This provision shall not apply to lateness or absenteeism.

Employees in a probationary period shall not be entitled to just cause protection during that probationary period.

- B. An employee's first written reprimand will not be considered in deciding the level of discipline to impose for subsequent disciplinary actions involving infractions of the same charge if the employee completes eighteen (18) consecutive months following the first written reprimand without incurring further discipline. This provision does not apply to chronic and/or excessive absenteeism and lateness infractions, or for any disciplinary actions other than the first written reprimand.
- C. Discipline based solely on work performance, absenteeism, lateness or other chronic offenses shall be governed by 9.8.

- D. Discipline shall be administered only after consideration of:
1. Length of service;
  2. Prior disciplinary record, including but not limited to;
    - a. Frequency/date(s)
    - b. Charges upheld
    - c. Penalty imposed
    - d. Nature of charges
  3. Training and/or corrective action plans previously taken to address the problem;
    - a. Date(s)
    - b. Specifics (counseling, verbal/written warnings, performance evaluations)
    - c. Effectiveness (degree of improvement)
  4. Seriousness of current charges;
    - a. Nature of offense
    - b. Impact on operations
    - c. Consequences of the conduct
  5. Overall record of the employee;
  6. Other factors, to include but not to be limited to the employee's acceptance of responsibility for conduct.

The employee's whole record of employment may be considered with respect to the appropriateness of the penalty to be imposed.

#### **9.4 Union Representation During Questioning, Meetings or Hearings**

- A. Any employee who is subject to questioning by the Judiciary or its agents, and has reasonable cause to believe that discipline may result, is entitled to Union representation during such questioning. The Judiciary shall ensure that employees in such situations are notified of their Weingarten rights when management knows or believes that disciplinary action may result.
- B. The Union may bring a reasonable number of representatives to a meeting/hearing, but the Judiciary shall only compensate one employee who is a union representative for time spent at the meeting/hearing. When there is more than one union representative or more than one management representative present during questioning, hearings or meetings, each side shall designate a single spokesperson for the entire proceeding.
- C. Union representation may include a Shop Steward or National or Local staff as designated by the Union.

## **9.5 Information To Be Provided**

- A. Written notice of disciplinary action shall be provided to the employee. Such notices shall state the nature of the charges, the alleged acts on which the charges are based, and the nature of the discipline to be imposed.
- B. Copies of disciplinary notices shall be provided to the Shop Steward and the Union as soon as possible but not more than (twenty-four) 24 hours after being given to the employee.
- C. Upon written request, the Judiciary is obligated to provide documents and a list of witnesses that will be relied upon at the disciplinary hearing. Such documents shall be provided to the requesting party, either the Union or the employee, no later than 15 business days from the date the PNDA is issued. The Judiciary may supplement its initial production of documents prior to the hearing. Upon written request, the Union or the employee is obligated to provide documents and witnesses that will be relied upon at the disciplinary hearing to the Judiciary no later than 5 business days before the discipline hearing. Failure of either party to provide any facts, documents or other information pursuant to a valid discovery request may result in the suppression of the party's claim or defense at the disciplinary hearing or other appropriate remedy as determined by the Hearing Officer.

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

## **9.6 Appeal Procedure**

- A. Minor Discipline
  - 1. Within five (5) business days after receiving a Notice of Minor Disciplinary Action, the employee with his/her Union representative may request a meeting with the Senior Manager or his/her designee to review the disciplinary evidence and explore a settlement. Said meeting shall be held upon request by the Union. If the meeting process is abused, however, the matter may be brought to the attention of the Union and/or the Chief of the Labor and Employee Relations Unit for appropriate action.
  - 2. Within ten (10) business days after receiving a Notice of Minor Disciplinary Action, the employee may request a hearing. The request for a hearing must be in writing. The hearing shall be held within twenty-five (25) business days of the receipt of the request,

unless mutually agreed otherwise. If no hearing is requested within 10 (ten) business days, the hearing is deemed waived and a Final Notice of Disciplinary Action shall be issued and discipline shall be imposed.

3. The employee may be represented at the hearing by a Union representative designated by the local. The Judiciary shall issue a decision and furnish the employee and the Union with a Final Notice of Disciplinary Action within twenty (20) business days after the hearing, or such additional time as may be agreed to by the parties.
4. Any hearing involving discipline shall be conducted and determined by an impartial hearing officer, designated in accordance with this article, who is not personally involved with the facts of the dispute or otherwise involved in a manner that could negatively impact on such officer's ability to be impartial.
5. Hearings shall be conducted in the location where the discipline occurred.
6. Hearings of minor discipline shall be conducted by a local hearing officer. Local hearing officers shall be selected by the TCA or his/her designee, or in the case of a Central Office employee, by Counsel to the Administrative Director or his/her designee.

A list of locally designated hearing officers shall be provided to the Union by the AOC and regularly updated.

7. The scheduling of said hearing will be mutually agreed between management, the hearing officer and the Union.
8. If for good cause, the employee, the Union or management requests an adjournment of the disciplinary hearing, the adjournment shall not be unreasonably denied; provided, however, that the parties agree upon a set of new hearing dates and confirm same with the hearing officer prior to the dates of the scheduled hearing or as soon thereafter as possible and provided further that the new hearing date shall be peremptory. If a peremptory new date is not confirmed by the Union and employee by the date of the initially scheduled hearing, then management may impose the discipline even though a departmental hearing has not yet occurred. Imposition of a suspension is subject to the result of the hearing process which can include a back-pay award in whole or in part. If, however, management fails to provide the Union with timely, requested discovery materials ten (10) business days prior to the hearing, or if

a key witness is unavailable, the Union may request and be granted an adjournment with no imposition of the proposed discipline. Adjournments shall be requested from the Counsel's Office, in the case of an AOC hearing, and from the local hearing officer in the case of a vicinage hearing.

9. Hearing officers shall make findings of fact and issue an advisory recommendation to the Appointing Authority. A copy of the hearing officer's decision will be provided to the parties
10. Classified employees may appeal this decision to the Civil Service Commission in accordance with Civil Service Commission regulations.
11. Minor discipline is not subject to the grievance provisions in this contract. Minor discipline is subject to the advisory arbitration procedures in section 12 below.
12. Advisory Arbitration of Minor Discipline
  - a.
    - i. Advisory arbitration of minor discipline shall be available only to unclassified employees and shall be limited to appeals of minor discipline involving suspensions of five days or less. Written reprimands may not be appealed to advisory arbitration.
    - ii. Appeals to advisory arbitration shall be made through the Union. Only the Union will have the right to arbitrate a minor disciplinary action.
    - iii. The Union may appeal, within 30 calendar days of receipt of the final determination, by filing a request for arbitration. Requests for arbitration will be filed using a form agreed upon by the parties. The form should be filed with Counsel's Office.
      - The arbitrator is selected on a rotation basis from a panel of arbitrators mutually acceptable to labor and management. Arbitrators will be reviewed and selected on an annual basis.
      - The arbitration will be scheduled on a regular basis. The arbitration may be held regionally. No more than 3.0 hours may be spent any

one case with each party having a maximum of 1.5 hours for presentation of their case. The objective is for the arbitrator to review as many cases in the day as practicable.

- Written statements of no more than 5 pages may be submitted no later than 5 business days prior to the arbitration.
- Appeals will be heard within 60 business days of assignment of an arbitrator.
- The hearing will determine whether the discipline was imposed in accordance with the just cause provisions of Section 9.3 in the contract. The hearing will be limited to the charges sustained at the local level. Prior to the hearing, the parties will confer in order to clarify or narrow the issues being appealed as may be appropriate.
- Parties shall have the right to introduce a reasonable number of witnesses and present documentary evidence. A necessary witness who is an employee of the Judiciary will be permitted to appear without loss of pay for the time of appearance and travel time as required.
- The arbitrator shall render a bench decision at the conclusion of the hearing accepting, rejecting, or modifying the hearing officer's decision with a concise statement of reason(s).
- The advisory decision of the arbitrator will be recommended to the Administrative Director or his/her designee.
- Prior to issuing a final decision not to accept an advisory decision, in whole or in part, the Administrative Director or his/her designee, will meet with the Union to discuss that decision.
- If the appointing authority does not accept an advisory arbitration decision, in whole or in part, the final decision shall be accompanied by a written explanation of why it was not accepted.

- The parties will split the cost of the arbitration equally. If the arbitrator hears cases involving employees from other unions, the cost of the arbitrator shall be prorated based on the length of the matter(s) heard that day.
  - There will be no AOC hearing for minor discipline brought by a vicinage.
- b. Appeals by Unclassified Employees: If an unclassified employee does not agree with the local hearing officer's decision and the Union does not choose to appeal to an arbitrator, there is no further appeal right.

## B. Major Discipline

1. Within ten (10) business days after receiving a Preliminary Notice of Disciplinary Action or Notice of Discipline for Unclassified Employees, the employee or the Union may request a hearing, in writing. The hearing shall be held within twenty-five (25) business days unless agreed otherwise. If no hearing is requested within ten (10) business days, it is deemed waived. A Final Notice of Disciplinary Action shall be issued and the discipline shall be imposed.
2. The employee may be represented at the hearing by a Union representative as designated by the local. Unless otherwise agreed, the Judiciary shall issue a decision and furnish the employee and the Union with a Final Notice of Disciplinary Action within forty-five (45) business days after the hearing.

Where the employee is suspended without pay pending the outcome of the major disciplinary hearing, the Hearing Officer shall issue the decision within twenty (20) business days.

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



impartial. If for good cause, the employee, the Union or management requests an adjournment of the disciplinary hearing, the adjournment request shall not be unreasonably denied; provided, however, that the parties agree upon a set of new hearing dates and confirm same with the hearing officer prior to the dates of the scheduled hearing or as soon thereafter as possible and provided further that the new date shall be peremptory.

4. Hearing officers shall make findings of fact and an advisory recommendation to the Appointing Authority. If a disciplinary appeal is decided in favor of the employee, the hearing officer shall have authority to recommend an appropriate remedy, which may include, but is not limited to, reinstatement, back pay and the granting of specific benefits. A copy of the hearing officer's decision will be provided to the parties. The Appointing Authority or designee shall issue a final Notice of Disciplinary Action. The Appointing Authority or designee can accept, reject or modify the hearing officer's decision. If the hearing officer's decision is modified or rejected, the Appointing Authority or designee shall explain why in the final written determination.
5. Classified employees may appeal this decision to the Civil Service Commission in accordance with Civil Service Commission regulations.
6. Unclassified employees may appeal the departmental decision on major discipline through the Union to advisory arbitration in accordance with the following procedures:
  - a. An appeal must be filed in writing by the Union within thirty (30) calendar days from the date the Union received the Appointing Authority's decision on the major discipline. If mutually agreed, a pre-arbitration conference may be scheduled for the purpose of attempting to settle the matter and to frame the issue or issues absent a settlement.
  - b. Within sixty (60) calendar days of the execution of this Agreement, the parties shall mutually agree upon a panel of not less than five (5) arbitrators. Each member of the panel shall serve in turn alphabetically as the sole arbitrator for a given case. Where a member of the panel is unable to serve, the next member in sequence shall then serve. If the parties cannot agree on a panel of arbitrators within sixty (60) calendar days, arbitrators shall be selected on a case-by-case

basis under the selection procedure of the Public Employees Relations Commission until such time as the parties agree on a panel. Changes to the panel may be made by mutual consent of the parties.

- c. The arbitrator shall conduct a hearing to determine the facts and render a decision in writing to the parties. The arbitrator shall render an advisory opinion to the appointing authority consistent with applicable law and this agreement. If a disciplinary appeal is decided in favor of the employee, the arbitrator shall have authority to recommend an appropriate remedy, which may include, but is not limited to, reinstatement, back pay and the granting of specific benefits.
  - d. The arbitrator shall hold the hearing at a time and place convenient to the parties within thirty (30) calendar days of his/her acceptance to act as arbitrator and shall issue his/her decision within thirty (30) calendar days to the appointing authority after the close of the hearing.
  - e. Prior to issuing a final decision not to accept an advisory decision, in whole or in part, the Administrative Director will meet with the Union to discuss that decision.
  - f. If the Administrative Director does not accept an advisory arbitration decision in whole or in part, the final decision must be accompanied by a written determination of why it was not accepted.
  - g. The fees and expenses of the arbitrator shall be borne equally by the parties. Any other cost of the arbitration proceeding, including the cost of recording, shall be borne by the party incurring the cost, unless the other party requests a copy of the recording, in which case the cost will be shared equally by the parties.
7. Major discipline is not subject to the grievance provisions in this contract.

## **9.7 Miscellaneous Provisions**

- A. No loss of pay shall be sustained by any employee, including Union representatives [subject to the provisions of 9.4(B)] and witnesses, as a result of attendance at departmental disciplinary hearings during working

hours. If the disciplinary hearing is outside of working hours, employees shall be entitled to an equal amount of compensatory time off. No employee shall be coerced, intimidated or suffer any reprisal as a result of participation in disciplinary hearings.

- B. Suspensions and removals shall be subject to a stay pending final decision by the appropriate Appointing Authority and/or designee, unless otherwise provided under the New Jersey Administrative Code Title 4A, et. seq. or this article.
- C. Hearings conducted pursuant to this article shall provide, at a minimum, for examination and cross-examination of witnesses and procedures to determine the admissibility of evidence to be introduced. Copies of materials to be introduced as evidence should be provided to the hearing officer. Either party may make a verbatim record of the hearing through a certified court reporter or tape recording and shall provide the hearing officer with a copy of the record without charge and the other party if that party agrees to split that cost.
- D. Employees serving a working test period may appeal their working test period release to the New Jersey Civil Service Commission in accordance with the New Jersey Civil Service Commission regulations.

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

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

- A. Work Performance – If over a period of not less than two weeks an employee performs less than satisfactory work as determined by that employee's supervisor or manager, the supervisor or manager shall issue a Work Performance Conference Notice requesting a meeting with the employee and a Union representative, pursuant to section 9.4 above, to discuss the employee's work performance. Such meeting shall occur within ten (10) business days, unless extended by mutual consent of the parties. Within five (5) business days after the meeting the supervisor or manager shall issue a written decision regarding the employee's work performance,

including suggestions on how the work performance can be improved. Appropriate training opportunities that relate to the employee's work may be a result of this stage. When appropriate, the supervisor or manager shall issue a Notice of Disciplinary Action along with the written decision. To appeal the Notice of Disciplinary Action, the parties shall proceed under 9.6(A) through (B).

- B. Chronic and/or Excessive Absenteeism and Lateness – If over an extended period of time an employee is chronically and/or excessively absent or late, the supervisor or manager shall issue an Attendance Conference Notice requesting a meeting with the employee and a Union representative, pursuant to section 9.4 above, to discuss the employee's chronic and/or excessive absenteeism or lateness. Such meeting shall occur within ten (10) business days, unless extended by mutual consent of the parties. Appropriate employee assistance options, or other considerations, such as FMLA, may be a result of this discussion. When appropriate, the supervisor or manager shall issue a Notice of Disciplinary Action. To appeal the Notice of Disciplinary Action, the parties shall proceed under 9.6(A) through (B). In matters related strictly to chronic and/or excessive absenteeism and/or lateness, charges alleging a violation of the Code of Conduct predicated solely upon the same incident(s) or chronic and/or excessive absenteeism and/or lateness will not be brought.

# **ARTICLE 10**

## **GRIEVANCES**

### **10.1 Grievance Definition**

A "grievance" is:

- A. A claimed breach, misinterpretation or improper application of the terms of this Contract (contractual grievance); or
- B. A claimed violation, misinterpretation or misapplication of rules or regulations, existing policies or practices, agreements, administrative decisions, or laws applicable to the Judiciary which establish terms and conditions of employment (non-contractual grievance).

### **10.2 Purpose**

- A. The purpose of the grievance procedure is to secure prompt and equitable resolutions to problems regarding the administration of this Agreement or other terms and conditions of employment. To this end, relevant and necessary information, materials and documents concerning any grievance shall be provided by the employer and/or by the union upon written request.
- B. The following procedure shall be the sole and exclusive means of seeking adjustments and settling grievances.

### **10.3 General Rules**

- A. Formal grievances shall be filed by the union and shall be governed by the procedures set forth herein. The grievant may be an individual employee, a group of employees, or the union itself.
- B. Employees using this grievance procedure shall not be coerced, intimidated or suffer any reprisal as a direct or indirect result of such use.
- C. The union may undertake to amend the grievance during any step of the procedure. It is understood that such amendment is only for the purpose of clarification and shall not be utilized to change the nature of the grievance or to include additional grievants or issues. The provision shall not interfere with consolidation of multiple individual or group grievances by mutual agreement of the union and the Judiciary.

- D. Meetings and/or hearings shall be scheduled by the Judiciary after consultation with the union as to availability of mutually convenient dates and times within the time limits set forth herein. Hearing Officers shall grant adjournments for unforeseen circumstances. Such requests shall not be unreasonably denied.
- E. Where the subject of a grievance suggests it is appropriate, and where the parties mutually agree, such grievance may be initiated at, or moved to any step of the procedure, prior to arbitration without a hearing at a lower step. Agreement shall not be unreasonably withheld. Grievances shall not be initiated directly at Step 2 without the written consent of the Chief of Labor and Employee Relations and/or if it is determined by either party that a factual record should be established at the local level. A grievance filed initially at Step 2 with Counsel's Office must include the written consent of the Chief of Labor and Employee Relations and shall be submitted within forty (40) business days from the date of occurrence giving rise to the grievance or within forty (40) business days of the time the occurrence is known to the Union, which ever is later.
- F. The number of days indicated at each step of the grievance procedure shall be considered the maximum and every effort shall be made to expedite the process. The time limits specified may be extended by mutual written consent.
- G. The failure of the grievant to file or respond within the time frames, except for emergent reasonable cause, constitutes abandonment of the grievance; and the lack of response by the Judiciary within the prescribed time periods, unless time limits have been extended by mutual agreement, constitutes denial of the grievance.
- H. The union representative shall have the right to directly examine or cross-examine witnesses who appear at a hearing at any step of this procedure.
- I. At each step of the procedure, all grievance decisions shall include a written explanation of the reason for the decision.
- J. The Judiciary shall provide both the grievant and the union with a copy of the grievance decision at each step of the procedure. Documents pertaining to a grievance shall be filed in a separate Human Resources grievance file and not in the local Human Resources official personnel file of any of the participants unless they originated in the file.
- K. A steward shall be permitted reasonable time to investigate, present and process grievances during working hours without loss of pay or time.

- L. Whenever any representative of the union, or any employee, is scheduled by the parties during his/her working hours to participate in grievance procedures, such employees shall sustain no loss in pay or benefits for appearances at grievance hearings and/or travel time during working hours. If the hearing extends beyond the employee's normal working hours or is held other than during the employee's normal working hours, compensatory time equal to the additional time spent at the hearing shall be granted. There shall be no claim for overtime pay in the event the scheduled activity extends beyond the employee's normal tour of duty.
- M. Where the employee or the union requests employee witnesses, permission for a reasonable number of witnesses required during the grievance proceedings will be granted. A witness of such proceedings will be permitted to appear without loss of pay for the time of appearance and travel time as required if during his/her normal scheduled working hours. If such appearance is permitted during other than the employee's normal working hours, or extends beyond the employee's normal working hours, compensatory time equal to the additional time required shall be granted but such time shall not be considered time worked for computation of overtime.
- N. Upon written request, the filing party, either the union or employee, at least ten (10) business days prior to a scheduled hearing, and management, at least five (5) business days prior to a scheduled hearing, shall provide to the hearing officer and the other party the names of witnesses and the reason for their appearance. In addition, upon written request, parties will exchange documents to be relied upon in the hearing in accordance with the above time frames.
- O. The hearing officer shall make appropriate arrangements with the parties to avoid the duplication of witnesses and to make other arrangements that will expedite the hearing process consistent with the legitimate interests of the parties.
- P. Grievance decisions at Step 1 shall not constitute a precedent in any arbitration or other proceeding unless there is specific agreement to that effect made in writing by the union and by the Chief, Labor and Employee Relations Unit of the Administrative Office of the Courts.
- Q. In addition to the grievant, only the statewide representative and one local representative shall be allowed to attend a grievance proceeding without the charging of union leave time. Additional employees, who are neither the grievant, local representative nor necessary witnesses, will be charged union leave time to attend any grievance or arbitration proceeding.

- R. To pursue a grievance, the union and/or grievant must set forth: 1) the specific contractual provision(s) and/or other sources of authority, e.g. regulation, policy, etc., being violated; and 2) the factual basis for each contractual provision and/or other source of authority claimed to be violated. The grievance shall also set forth the specific relief being sought. Failure to provide such information may result in return of the grievance without processing. The Union shall have 10 business days to re-file the grievance.
- S. Where a grievance directly concerns more than one (1) grievant, such a “group” grievance may properly be initiated at the first level of supervision common to the several grievants. The presentation of such a “group” grievance will be by the appropriate representative designated by the Union. Where the group contains more than ten (10) grievants and the Union wishes to present more than one grievant’s testimony, management and the union representative shall work to coordinate a reasonable number of grievants’ attendance at the hearing for the presentation of the grievance. A “group” grievance may only be initiated by the Union. Where individual grievances concerning the same matter are filed by several grievants, it shall be the option of the parties to consolidate such grievances for hearing as a group grievance provided the time limitations expressed elsewhere herein are understood to remain unaffected.

#### **10.4 Grievances Alleging Workplace Violence**

- A. Should the Union or an employee file a grievance citing workplace violence, the Judiciary shall refer the matter for investigation by management. The Union agrees to hold a grievance meeting in abeyance for up to thirty (30) calendar days for the completion of a workplace violence investigation.
- B. If a workplace violence complaint is filed separately from a grievance, scheduling a grievance meeting shall similarly be held in abeyance for up to thirty (30) calendar days.
- C. A workplace violence investigation shall determine whether the incident falls under the workplace violence policy and may also suggest that the matter be referred to the appropriate forum for determination as to whether it constitutes another type of situation requiring remedy.
- D. The employee will receive a notification of determination of the workplace violence complaint within the thirty (30) calendar days noted above. Should the workplace violence investigation not issue a finding within the thirty (30) calendar days the parties shall schedule a Step 1 meeting within ten (10) business days following the due date of the investigative report unless the parties mutually agree to extend this time frame.



- E. Should it be required, a 2<sup>nd</sup> Step Hearing shall be scheduled by management in cooperation with the Union no later than ten (10) business days following the receipt by the Union and employee of the findings of the Workplace Violence investigation unless the parties mutually agree to extend this time frame.

## 10.5 Preliminary Informal Procedure

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

## 10.6 Formal Procedure

- A. **Step 1.** The grievant, through the union steward or other union representative, shall submit the grievance in writing to the first level of management having the authority to effect a remedy (or identified designee); copy to the local Human Resources Manager.
  1. The grievance shall be filed within forty (40) business days of the date the grievant knew or should have known of its occurrence.
  2. Under normal circumstances, the written statement of the grievance shall be submitted on forms provided by the Judiciary electronically or by hard copy. Any changes to the form will be provided to the Union forty (40) business days in advance.
  3. The union shall be notified by the Judiciary within three (3) business days of a grievance that is received by the employer.
  4. After exchange of discovery, a meeting may be scheduled between the union and the appropriate manager or designee within ten (10) business days of receipt of the grievance. A written disposition of the grievance shall be given to the grievant and the union within five (5) business days of the meeting. A copy of the disposition shall also be forwarded to the Labor and Employee Relations Unit of the Administrative Office of the Courts.
- B. **Step 2.** If the grievance is not resolved at Step 1 of this procedure, then the union may, within ten (10) business days of receipt of the disposition of Step 1, submit the grievance to the Counsel's Office and request a Step 2

hearing. If requested by the Union, a hearing shall be held by the Counsel's Office within twenty (20) business days of receipt of the appeal. A staff member of the Counsel's Office shall be assigned to hear the grievance and shall render a written disposition of the grievance within twenty-five (25) business days unless the time frame is extended by the parties' mutual written agreement. A copy of the disposition shall be forwarded to the grievant and the union.

## **10.7 Arbitration**

- A. A non-contractual grievance as defined in Section 10.1(B) above shall not be subject to arbitration.
- B. If a grievance which involves an alleged violation of the application or interpretation of the agreement as defined in Section 10.1(A) above, is not satisfactorily resolved at Step 2, then arbitration may be requested only by the union through its designee within thirty (30) calendar days from the date the union received the Step 2 decision. Said request shall be filed with the Counsel's Office. In the event the union deems it necessary to use an additional period beyond the thirty (30) calendar days provided herein, the time to appeal may be extended by the union to not more than twenty (20) additional calendar days. If mutually agreed, a pre-arbitration conference may be scheduled for the purpose of attempting to settle the matter and to frame the issue or issues absent a settlement.
- C. Within sixty (60) calendar days of the execution of this Agreement, the parties shall mutually agree upon a panel of not less than five (5) arbitrators. Each member of the panel shall serve in turn alphabetically as the sole arbitrator for a given case. Where a member of the panel is unable to serve, the next member in sequence shall then serve. If the parties cannot agree upon a panel of arbitrators within sixty (60) calendar days, arbitrators shall be selected on a case by case basis under the selection procedure of the Public Employment Relations Commission until such time as the parties agree upon a panel. Changes to the panel may be made by mutual consent of the parties.
- D. The arbitrator shall conduct a hearing to determine the facts and render a decision in writing to the parties. Either party has the right to make an application to the arbitrator for efficient resolution of the dispute where material factual issues do not exist. The arbitrators shall not have the power to add to, subtract from, or modify the provisions of this Agreement or laws of the State, or any written policy of the Judiciary not inconsistent with this Agreement, or to determine any dispute involving the exercise of a

management function which is within the authority of the Judiciary, and shall confine his/her decision solely to the interpretation and application of this Agreement. The arbitrator shall be confined to the precise issues submitted for arbitration and shall have no authority to determine any other issues not so submitted, and the arbitrator shall not submit observations or opinions which are not essential in reaching the determination of the issues presented. The award of the arbitrator shall be final and binding consistent with applicable law and this Agreement. The fees and expenses of the arbitrator shall be divided equally between the parties. The cost of recording/transcribing the proceeding shall be borne by the party requesting the service, unless the other party requests a copy of the recording/transcription, in which case the cost of the recording/transcription will be shared equally by the parties.

- E. The arbitrator shall hold the hearing at a time and place convenient to the parties within thirty (30) calendar days of his/her acceptance to act as arbitrator and shall issue his/her decision within thirty (30) calendar days after the close of the hearing.
- F. Upon written request, the Union, no later than twenty (20) calendar days before the arbitration hearing, and management, no later than fifteen (15) calendar days before the arbitration, are mutually obliged to provide discovery. Discovery is defined as the disclosure of witness lists and relevant, non-confidential, non-privileged facts, documents or other information to be relied on by the party at the arbitration hearing.

**10.8** The Counsel's Office is the only office authorized to accept service on behalf of the Judiciary of an unfair practice charge filed with PERC and it should be listed as the Judiciary/Vicinage representative on the charge.

# ARTICLE 11

## POSITION CLASSIFICATION

### 11.1 Classification Review

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

### 11.2 Reclassification

- A. An employee who disagrees with his/her job classification may request a review of his/her band assignment and/or level assignment within a band by completing the Judiciary's Reclassification Request Form. In order to proceed with the reclassification process, the request must identify and explain, and document when requested, the areas of substantive change in job content to the extent that the position no longer conforms to the job specification for the title assigned to that position; specifically the employee must file the following information with the local Human Resources Office which will forward it to the AOC's classification unit:
1. Identify on the form the specific duties that do not conform to the specification for the title;
  2. Propose a different existing title for the position, including an explanation of how that title more accurately describes the duties of the position than the employee's current title.

3. Provide a signed statement by the employee's current supervisor attesting that the supervisor agrees or disagrees that the identified duties are being performed by the employee.
- B. Upon receipt of a reclassification request from an employee, the AOC will send a letter stating that it has received the reclassification request and that, if appropriate based upon the additional identified duties, the employee will be scheduled within thirty (30) days to complete the Job Information Questionnaire (JIQ) on the first mutually agreeable date. The employee's supervisor will also be scheduled within thirty (30) calendar days to complete the JIQ on the first mutually agreeable date.
  - C. An employee who fails to appear for the administration of the JIQ, or who fails to give notice of the need to reschedule the administration date, will be considered to have abandoned the request for a reclassification review.
  - D. After an employee and the employee's immediate supervisor complete the JIQ, the AOC's Classification Section will analyze the responses to the JIQ within a reasonable time period, depending on workload, but not to exceed 60 days. Thereafter, the senior manager, the supervisor and the employee will be notified in writing of the result. This letter will also inform the employee that if she/he is not satisfied with the outcome of the classification request, she/he may file a written appeal within twenty (20) calendar days.
  - E. Upon a classification determination that higher level duties are being performed the higher level duties shall be immediately removed. The employee will receive the higher level pay retroactive to the pay period immediately after 14 days from the date the local Human Resources Office received the reclassification request until the date the higher level duties are relinquished. If management chooses to upgrade, the position will be posted within the affected appointing authority and open to competition for selection.
  - F. The Union shall be provided a monthly report of all reclassification request actions including name of employee, appointing authority and division, current title, requested title, and JIQ result.

### **11.3 Appeals**

A challenge to a classification is governed exclusively by the provisions of this article and is not subject to the contractual grievance procedure in Article 10.

- A. For Career Service employees:
1. Appeals concerning the band assignment must be submitted in writing to the New Jersey Civil Service Commission agency representative, with a copy to the local Human Resources office and the AOC's Classification Unit.
  2. Appeals concerning the level within the assigned band must be submitted in writing to the Classification Review Board within the Judiciary.
  3. Appeals concerning the level assignment within a band after CSC determines that a different band is appropriate must also be submitted in writing to the Classification Review Board within the Judiciary.
- B. For Unclassified employees:
- Appeals concerning the band or level assignment within a band must be submitted in writing to the Classification Review Board within the Judiciary.

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

- A. The Classification Review Board will be composed of one representative of the CWA, one representative of the AOC and one Subject-Matter-Expert (SME) mutually selected by the other two members. Any one of these two members may at any time insist that the SME's services be terminated for cause (pertaining to unavailability or insufficient availability, inability to produce quality recommendations, inappropriate behavior or failure to meet established time frames), and be replaced by another SME for all future appeals. The Judiciary shall pay the SME.
- B. The Classification Review Board shall meet monthly, or as needed, to consider and decide classification appeals regarding the level within the band for career service staff and the band and/or level for unclassified staff. The decision of the Classification Review Board shall be the final determination, except that management reserves the right to remove higher-level tasks/duties in the event the appeal decision indicates upward classification is warranted. No other appeal, in any forum, be it contractual (i.e. grievance or arbitration), judicial or administrative, is permitted.

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

In the event the Classification Review Board determines that a career service position is at a new level within the band or an unclassified position is at a new band or level within the band, the higher level duties must be relinquished immediately upon finalization of the title determination. The appellant will receive the higher level pay retroactive to the pay period immediately after 14 days from the date the local Human Resources Office received the reclassification request until the date the higher level duties are relinquished. If management chooses to upgrade, the position will be posted within the affected appointing authority and open to competition for selection.

### **11.6 Job Specifications**

The Judiciary shall post on the InfoNet all current job descriptions. Prior to posting, copies shall be given to the Union. Any changes to job descriptions thereafter shall be given to the Union at least thirty (30) calendar days in advance of posting the amended versions. The Judiciary shall provide notice of amended job descriptions to all employees when they are posted.

## **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 set forth by the terms of this Agreement, all such rights, powers, authority, prerogatives of management and responsibility to promulgate and enforce rules and regulations governing the conduct and the activities of judicial employees are retained by the Judiciary.



## **ARTICLE 13**

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

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

## ARTICLE 14

### HOLIDAYS

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

|                                     |  |
|-------------------------------------|--|
| New Year's Day .....                | January 1 <sup>st</sup>  |
| Martin Luther King's Birthday ..... | 3 <sup>rd</sup> Monday in January                                |
| Presidents' Day .....               | 3 <sup>rd</sup> Monday in February                               |
| Good Friday .....                   | Friday before Easter   |
| Memorial Day .....                  | Last Monday in May   |
| Juneteenth .....                    | 3 <sup>rd</sup> Friday in June                                   |
| Independence Day .....              | July 4 <sup>th</sup>   |
| Labor Day .....                     | 1 <sup>st</sup> Monday in September                              |
| Columbus Day .....                  | 2 <sup>nd</sup> Monday in October                                |
| Election Day .....                  | 1 <sup>st</sup> Tuesday after 1 <sup>st</sup> Monday in November |
| Veteran's Day .....                 | November 11 <sup>th</sup>  |
| Thanksgiving Day .....              | 4 <sup>th</sup> Thursday in November                             |
| Christmas Day .....                 | December 25 <sup>th</sup>  |

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

## **ARTICLE 15**

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

#### **15.1 Judiciary Travel Regulations**

Employees use of automobiles and attendant matters, including meal allowances, shall be governed by the Judiciary Travel Regulations.

Employees required to travel for business must use a Judiciary vehicle if such is available or assigned to the employee. If an employee must use his/her personal vehicle for business purposes, the employee shall receive mileage reimbursement at the applicable rate set forth in the Judiciary Travel Regulations and by the New Jersey State Appropriation Act in effect at the time of travel.

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

In accordance with Article 2.3 of this Agreement, the Judiciary shall notify the Union of any changes in the Judiciary Travel Regulations 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. The provisions of this section are subject to the contractual grievance procedure in Article 10. To the extent the Union becomes aware of any changes in State Travel Regulations, it will notify the Judiciary of same.

#### **15.3 Parking**

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

#### **15.4 Overnight Travel**

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

**15.5** Notwithstanding the above, the parties acknowledge the negotiated Memorandum of Agreement dated July 15, 2005 regarding the Child Support Hearing Officer Program.

## **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 following vacation leave as provided herein:
- A. One working day for the initial month of employment if the employee begins work on the 1<sup>st</sup> through the 8<sup>th</sup> day of the calendar month, and one-half working day if the employee begins work on the 9<sup>th</sup> through the 23<sup>rd</sup> 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** Employees whose vacation days on January 1, 1995 exceeded the limits in 16.2 above shall be grand-fathered at their level of vacation leave at the time until they reach the next level as described in 16.2 above.
- 16.4** An increase in vacation leave shall be granted at the beginning of the calendar year in which the years of service requirement will be met.
- 16.5**
- A. Vacation leave is credited in advance at the beginning of the calendar year in anticipation of continued employment for the full year and may be used on that basis. Vacation allowance must be taken during the calendar year earned unless the appropriate manager determines that it cannot be taken by the employee because of operational requirements.
  - B. Where an employee has an earned vacation balance which has not been previously scheduled as of October 1, at the request of employee, the supervisor will meet with the employee to determine and schedule such vacation time so that no accrued vacation time will be lost.

- 16.6** A maximum of one (1) year vacation leave may be carried forward to the succeeding year.
- 16.7** When the vacation allowance for an employee increases based on the employee's years of service during any calendar year, the additional annual allowance will be given for the entire year.
- 16.8** Vacation leave may be granted and shall be recorded and tracked in half-hour increments.
- 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 reasonable, and normally not less than two weeks prior to the vacation leave. Requests that do not conflict with operational needs will be granted at management's discretion and will not be unreasonably denied. Responses to timely requests for vacation will be provided to the employee as soon as possible, normally, within two weeks. If a response cannot be provided within two weeks, management will provide an explanation to the employee and alternatives or concerns will be discussed. The employee and management will work to resolve any issues regarding the request and the response to the request will be determined within thirty days of the discussion. In the event of an emergent vacation leave request, the response will be provided to the employee on an expedited basis.
- 16.10** Vacation leave shall be recorded and granted on a first come, first serve basis, and seniority shall govern in the breaking of a tie for scheduling of vacation periods. Seniority shall not be used to cancel a previously approved vacation of an employee who is lower in seniority. Adherence to such practice shall not impede the proper operation of the work unit as determined by supervisor or manager.
- 16.11** Intermittent days off without pay, other than voluntary furlough or furlough extension days, shall be aggregated and considered as continuous leave without pay for calculation of reduced vacation leave credits. When intermittent days off without pay, other than voluntary furlough or furlough extension days, equal eleven (11) working days, the employee's vacation and sick leave credit shall be reduced by one-half of one month's entitlement.
- 16.12** Part-time employees covered by this Agreement shall be entitled to a proportionate amount of paid vacation leave which shall be subject to the above provisions.

## ARTICLE 17

### ADMINISTRATIVE LEAVE

- 17.1** Administrative Leave shall be granted in accordance with the provisions of N.J.A.C. 4A:6-1.9. Full-time employees covered by this Agreement shall be entitled to three (3) days of administrative leave of absence with pay in each calendar year.
- 17.2** Administrative leave may be used for emergencies, observance of religious or other days of celebration, or personal business.
- 17.3** Newly-hired employees shall be granted one-half ( $\frac{1}{2}$ ) day of administrative leave after each full calendar month of employment to a maximum of three (3) days during the remainder of the calendar year in which he/she is employed. Thereafter, administrative leaves shall be credited at the beginning of each calendar year. For new hires, administrative leave credited during the month of December shall be immediately available for use subject to 17.4 below.
- 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 half-hour increments.
- 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 Sick Leaves and Other Related Leaves

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.

- A. Sick Leave - N.J.A.C. 4A:6-1.3
- B. Pregnancy Disability and Child-care Leave - N.J.A.C. 4A:6-1.8
- C. Leave Without Pay - N.J.A.C. 4A:6-1.10
- D. Family Leave - N.J.A.C. 4A:6-1.21
- E. State Family Leave - N.J.A.C. 4A:6-1.21A
- F. Federal Family and Medical Leave (FMLA) - N.J.A.C. 4A:6-1.21B
- G. Donated Leave Program - N.J.A.C. 4A:6-1.22

#### 18.2 Reporting of Sick Leave

- A. An employee shall, no later than his/her scheduled starting time, notify his/her supervisor or designated contact person of any absence due to illness.
- B. Failure of an employee to supply proper notification to his/her supervisor or designated contact person may result in:
  - 1. Denial of use of sick leave for the absence.
  - 2. Disciplinary action.

#### 18.3 Family and Medical Leave Acts

- A. Leave taken pursuant to the New Jersey Family Leave Act, N.J.S.A.34:11B-1 et seq. and the Federal Family and Medical Leave Act (FMLA) 29 U.S.C. 2601 et seq., shall not subject an employee to disciplinary action. (See N.J.A.C.4A:6-1.21(A) and (B) for these leave procedures.)
- B. Medical information necessary for the proper claiming of medical leave under 18.3(A), above, shall be kept confidential in accordance with applicable law.



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

**18.4** Sick leave may be utilized and shall be recorded and tracked in half-hour increments.

# ARTICLE 19

## LAYOFF AND RECALL

### 19.1 Layoff Procedures

N.J.A.C. 4A:8 et seq. shall govern the layoff of career service Judicial employees. This Article shall not apply to employees hired on a temporary basis or unclassified employees who are in a probationary period at the time the Judiciary determines to implement a layoff.

### 19.2 Layoff of Unclassified Employees

- A. A layoff is defined as a removal of an employee from employment due to the elimination of the employee's position as a result of financial constraints or organizational/operational changes.
- B. Whenever and to the extent possible, the Judiciary will identify all available employment opportunities to avoid layoff by transferring, reassigning or offering to demote employees to available vacancies within the Judiciary, and will notify the union of the layoff and the opportunities to avoid the layoff as far in advance as possible.
- C. Except for emergencies, affected employees shall be given a generalized notice of layoff at least forty-five (45) days prior to the reduction in force.
- D. The Judiciary shall in its sole discretion determine the number of employees to be separated in each job band, or title series within a job band, in each Appointing Authority based on funding availability and/or local operational needs.
- E. Each Appointing Authority shall consider the following factors when determining which unclassified employees within a job band shall be laid off:
  - 1. Level within a Job Band
  - 2. Seniority within the Judiciary
  - 3. Disciplinary Action Record

(i) Level within a Job Band

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

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

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

(ii) Seniority with the Judiciary

1. Points shall be credited based on years of continuous employment with the Judiciary. Employees will receive 2 points for every three years of service at the rate of  $\frac{2}{3}$  a point for every completed year of service.
2. Continuous Judiciary service includes years of service on the central budget payroll and in the vicinage trial courts, on the county or State payroll, with no break in service from the Judiciary. It does not include service in the municipal courts if such service was not on the central budget or vicinage's county payroll. It does not include service in other branches of State government.
3. Voluntary furloughs, all leaves with pay including Sick Leave Injury and approved leaves without pay shall not be deducted from total years of Judiciary service.
4. Suspensions, other leaves of absence without pay and any period an employee is laid off shall be deducted in calculating total years of Judiciary service.

(iii) Disciplinary Action Record

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

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

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

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

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

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

- G. The Judiciary voluntarily agrees to apply the notice provisions applicable under the Administrative Code for employees in career service titles to unclassified employees, except where a different approach may be justified.
- H. Laid off unclassified employees shall have no bumping rights.
- I. Laid off unclassified employees shall be sent electronic 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 change of email address during the two-year time period.
- J. Appeal of Layoff

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

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

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

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

### **19.3 Sub-Contracting and Privatization**

The Judiciary will discuss with the Union, any decision to subcontract work based on solely fiscal reasons when it is apparent that employees will be laid off as a direct result of the subcontracting.

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

## **ARTICLE 20**

### **HEALTH AND SAFETY**

#### **20.1 Maintenance of the Workplace**

- A. The Judiciary shall continue to make reasonable provisions for the safety and health of its employees during the hours of their employment. The Judiciary will discharge its responsibility for the development and enforcement of occupational safety and health standards to provide a safe and healthful environment in accordance with PEOSHA and any other applicable statutes and regulations which pertain to health and safety matters. The Judiciary will provide a reasonably safe and healthful place of employment for all employees. References to safety are intended to include a concept of reasonable personal security and protections which shall be maintained to assure employees against physical harm.
- B. The parties agree to cooperate in maintaining and improving safe working conditions and health protection for the employees consistent with established safety standards and in the promotion of safety, safe working habits and good housekeeping throughout the work environment. Where reasonably possible, each employee will comply with all safety rules and regulations.
- C. The parties recognize that the Judiciary does not own the buildings in which employees work and as such, there are occasions when the Judiciary does not have control over the condition of the building in which the employees work. Accordingly, any arbitration decision will be only advisory to the Judiciary in those instances when the proposed remedy requires an action that is not within the control of the Judiciary. In such an instance, the Judiciary will make best possible efforts to secure the relief that the arbitrator proposes. However, in the event that the relief cannot be secured by the Judiciary, the Judiciary will so advise the Union and the parties will meet in order to see if there is another way to address the situation in order to secure the safe and healthful place of employment.

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

- A. The Judiciary will provide a properly fitted safety vest to all employees performing field work consistent with the approved protocol established for the use of the vests. Such vests will be provided as soon as possible to each employee.

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

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

ISP and JISP field staff will be afforded a basic self-defense training course. A periodic refresher self-defense training course will be afforded to field staff who have completed the basic course. The ISP/JISP Labor Management Committee will recommend and implement, with approval, a training frequency based on requests from staff and relevant self-defense training standards.

### **20.4 Health and Safety Committee**

- A. The Statewide Labor/Management Health and Safety Committee serves as a forum for labor and management representatives to meet and share information about health and safety issues of concern to Judiciary employees statewide. In its discussions, the committee is guided by the standards established by the Public Employees Occupational Safety and Health Act (PEOSHA), other federal and state agencies or as adopted by the Administrative Director or the Supreme Court. The committee promotes a culture that encourages managers, labor representatives and employees alike to identify, call attention to and resolve health and safety concerns for the common good, including the public and those who serve the public.
- B. This committee will evaluate health and safety conditions throughout the Judiciary, and make recommendations to the Chief Justice for the maximum protection of judicial employees and citizens of New Jersey in their use of the judicial system. In its discussions, the committee will be guided by the standards established by the Public Employee Occupational Safety and Health Act, and will make recommendations for effective partnerships with county and State officials, and landlords where appropriate, toward compliance with those standards.

## ARTICLE 21

### LEAVES OF ABSENCE

- 21.1** Unpaid leaves of absence for employees in the career service and unclassified service shall be governed by the New Jersey Administrative Code, including N.J.A.C. 4A:6-1.10. Such leaves include:
- A. Leave Without Pay –N.J.A.C. 4A:6-1.10
  - B. Military Leave –N.J.A.C. 4A:6-1.11
  - C. Leave for Union Office –N.J.A.C. 4A:6-1.16
  - D. Leave for Jury Duty –N.J.A.C. 4A:6-1.19
  - E. Leave to Appear as a Witness –N.J.A.C. 4A:6-1.20
  - F. Voluntary Furlough Program –N.J.A.C. 4A:6-1.23
- 21.2** All unpaid leaves of absence shall be inclusive of all unpaid leave entitlements including family leave as provided by the New Jersey Family Leave Act (N.J.S.A. 34:11B-1 et seq.) and the Federal Family and Medical Leave Act (29 U.S.C. §2601 et seq.). Medical leaves beyond these entitlements shall not be unreasonably denied, subject to 21.3 below.
- 21.3** Normally unpaid leaves of absence shall not exceed a period of one year. Upon request, a leave may be extended beyond one year for exceptional situations. Extension of leave beyond one year is at the discretion of the appointing authority and, for employees in the classified service, with written approval by the Civil Service Commission.



## **ARTICLE 22**

### **PERSONNEL FILES**

#### **22.1 Maintenance of Files**

- A. The Judiciary shall maintain a personnel file on each employee which shall be maintained by the local Human Resources Office. In the event that more than one file is kept, the employee shall be informed of the whereabouts of the files.
- B. No document of an anonymous nature may be inserted into the file.

#### **22.2 Copies to the Employee**

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

#### **22.3 Employee Right to Review and Place Response in File**

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

An employee may file a written response of reasonable length to any memoranda or documents placed by management in the personnel file. Such response will be attached to and retained with the document in question.

#### **22.4 Confidentiality**

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

## **ARTICLE 23**

### **EDUCATION AND TRAINING**

#### **23.1 In-Service Training**

The Judiciary may offer training programs that are aimed at skills development and improvement in order to afford employees a greater opportunity for performance improvement and professional growth in a fiscal year in an amount to be determined by the Judiciary. The approval process to participate in such programs will be at management's discretion and will not be unreasonable denied.

#### **23.2 Tuition Aid**

- A. The Judiciary shall fund a Tuition Aid/Educational Enhancement Fund of not less than \$10,000 per fiscal year during the term of the contract. The approval process to participate in this program will be at management's discretion and will not be unreasonably denied.
- B. For the term of the contract, the amount of reimbursement per person may be up to but not to exceed \$600.00 per course and will be capped at \$1,200.00 per fiscal year. Funds not reimbursed by May 15 of each fiscal year will lapse and any reimbursement for previously approved applications will be paid from the next fiscal year's tuition aid fund.

#### **23.3 Professional Development**

The following provisions apply for the term of the contract:

- A. Employees may be granted reasonable amounts of work time to attend training, professional development seminars and conferences related to their jobs as determined by the appropriate manager.
- B. An employee shall request the time in writing, at least two weeks in advance. The request shall be made to the employee's supervisor with a copy to the local Human Resources Office, along with written justification and documentation necessary to determine job relevance.
- C. Special consideration shall be given to those employees obtaining continuing education credits or certifications necessary to maintain their professional credentials.
- D. The approval for time to attend such programs will be at management's discretion and will not be unreasonably denied.

**23.4** The Judiciary will advise CWA of the funding amounts provided in a fiscal year for any of the programs set forth in this article.

**23.5 Grievability**

With the exception of Article 23.2, the provisions of this article will not be grievable.

## **ARTICLE 24**

### **JOB OPPORTUNITIES**

#### **24.1 Posting**

- A. Whenever management intends to fill an unclassified position, the position will be filled only after the position has been posted, except that this shall not be required when filling a temporary vacancy. In the event a position has been posted and another position with the same title needs to be filled, the position will not have to be re-posted if the position is in the jurisdiction of the same appointing authority as the previous position and the first posting is not more than five (5) months old and provided that the first posting was described in such a manner as to be broad enough to cover the later posting. Nothing contained herein shall prevent an employee who learns of a new vacancy that is not re-posted from notifying management of his/her interest in the position even though he/she did not initially apply. Further, nothing herein prevents an employee from responding to a posting in such a manner that expresses that he/she is only interested in positions in certain limited jurisdictions, i.e., a particular division, etc.
- B. Whenever a classified position at the entry level of a band within the negotiations unit becomes vacant and management intends to fill the position, the position will be filled either through the posting of a notice of vacancy or in accordance with CSC rules and regulations, except that this shall not be required when filling a temporary vacancy.
- C. Whenever a classified position at other than the entry level of a band within the negotiations unit becomes vacant and management intends to fill the position, the position will be filled either through the posting of the notice of vacancy for an advancement opportunity or in accordance with CSC rules and regulations.
- D. All vacancies in classified positions that will be filled by a provisional appointment shall be posted at all Judiciary work locations except where an attrition program, budget constraints or unit scope necessitates an internal posting open only to the employees of the appointing authority.
- E. Judiciary-wide postings will be for a minimum of 12 working days. Appointing Authority-only postings will be for a minimum of 12 working days.
- F. The Union shall be given a copy of all postings, which may be transmitted electronically.

- G. Following the closing date of the posting, positions that will be filled shall be filled with qualified individuals.
- H. Where InfoNet access is available, notices of vacancy are not required to be posted on bulletin boards.

## **24.2 Voluntary Transfer and Reassignment**

- A. Employees who desire to be reassigned within an appointing authority's jurisdiction shall put such a request in writing using a form provided by the Judiciary to their local Human Resources Division Manager.

Employees who desire a transfer to another appointing authority's jurisdiction shall respond to a posted notice of vacancy.

- B. Such requests shall be renewed by the employee every six months if the employee still desires to be reassigned.
- C. Whenever management intends to fill a vacant position, management shall check the above-described request file and let the employee know of the vacancy. This provision is not subject to the arbitration provisions of Article 10.

## **24.3 Involuntary Transfer and Reassignment**

Section 1. County judicial employees who became State judicial employees, on January 1, 1995 as a result of the Judicial Employees' Unification Act.

- A. No county judicial employee who became a State judicial employee on January 1, 1995 as a result of the Judicial Employees Unification Act, shall be transferred or reassigned between counties or between a county and the centralized Clerk's Offices or the Administrative Office of the Courts in Trenton, without the employee's consent, except in the case of an emergency for which the Judiciary could not plan.
- B. In the event the Judiciary must, as a result of an emergency, involuntarily transfer or reassign a county judicial employee who became a State judicial employee on January 1, 1995 as a result of the Judicial Employees Unification Act, it shall only be done for a short duration, not to exceed sixty calendar days in any twelve month period, and only after giving the reasons, in writing, to the employee and the Union. Prior to such transfer or reassignment, volunteers shall first be solicited from among the existing qualified workforce.

## Section 2. Other Judiciary employees

- A. The Judiciary may, on a temporary basis not to exceed sixty (60) days, as a result of an emergency, involuntarily transfer an employee who did not become a State judicial employee on January 1, 1995 as a result of the Judicial Employees Unification Act.
- B. If it becomes necessary, on a permanent basis, to involuntarily transfer an employee who did not become a State judicial employee on January 1, 1995 as a result of the Judicial Employees Unification Act, the Judiciary may solicit and consider volunteers from the existing qualified workforce. Qualified volunteers will be selected for the transfer unless there is a legitimate operational reason not to select such volunteer, with explanation of that reason to the volunteer and to the Union. If an involuntary transfer is to be made, seniority and employee hardship will be considered in the determination regarding the transfer.

### **24.4 Probationary period**

Employees who are hired into the bargaining unit from outside the Judiciary into unclassified positions shall have a probationary period of four months, with the option of a two-month extension.

### **24.5 Career Progression**

The Judiciary shall publish guidelines on career paths from all levels and bands in the Judiciary classification and compensation system. Such guidelines shall be accessible to employees. The guidelines are not grievable and management maintains the right to modify the guidelines as necessary.

## **ARTICLE 25**

### **SAVINGS AND SEPARABILITY**

#### **25.1 Separability**

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

#### **25.2 Savings**

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

## ARTICLE 26

### PERFORMANCE ASSESSMENT REVIEW

#### 26.1 General Provisions

The Communications Workers of America and the Judiciary are committed to creating a world-class court system and to providing the citizens of New Jersey the highest and most efficient delivery of services in this court system. In order to foster a work environment that promotes these objectives and that ensures a continuing and productive dialogue between the supervisor and employee, the parties agree to the following provisions of a performance advisory system.

- A. The performance advisory system will not include grades or performance ratings or rankings, or references to pre-disciplinary or disciplinary actions taken. This provision does not preclude references to the underlying basis for any pre-disciplinary or disciplinary action taken that demonstrably impacts the performance of work assignments during the rating period.
- B. All employees will have the same performance advisory period.
- C. A mid-year performance advisory meeting and an annual performance advisory meeting will occur each year.
- D. A uniform performance advisory system will be utilized for all employees covered by this agreement. This system is subject to change by the Judiciary upon 60 days notice to the Union, unless the parties mutually agree otherwise.
- E. There will be a section that will be for the employee's comments. The employee's signature on the performance advisory shall indicate that the employee has seen the completed performance advisory. The employee will have access to the completed performance advisory at each review. Electronic signatures are permissible.
- F. Employees may not utilize the grievance procedures to challenge the specific content of the completed performance advisory. However, an employee who believes that the specific content of the completed performance advisory does not accurately reflect the employee's work, may request a meeting with the next level of management that is above the employee's immediate supervisor. A meeting will be scheduled where the employee may make known his/her concerns to the higher-level manager, and the manager may request that the immediate supervisor attend such



meeting. If appropriate, the parties may discuss possible resolution of such concerns. This meeting is not, however, to be considered an appeal or grievance and the union steward will be present only in exceptional circumstances.

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

- G. To the extent that there is a claimed violation of the specific procedures of this Article, the non-contractual grievance procedure is available to resolve the dispute. No disputes of any kind concerning this Article shall be subject to arbitration. The parties agree that these negotiated procedures shall not be altered absent mutual written agreement.

## **ARTICLE 27**

### **TERM OF AGREEMENT**

#### **27.1 Term of Agreement**

The term of this Agreement shall be July 1, 2020 to June 30, 2024.

#### **27.2 Start of Negotiations**

The parties agree to begin negotiations for a successor agreement no later than July 2023, with the goal of reaching a settlement agreement prior to the expiration of the current contract on June 30, 2024.

## **ARTICLE 28**

### **DAMAGE TO PERSONAL PROPERTY**

Judiciary employees may seek reimbursement from the State of New Jersey Judiciary for damages incurred to personal property 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 and Procedure on Reimbursement for Damage to Personal Property

For the term of this contract, the maximum reimbursement amount shall remain at \$2000.00.

## ARTICLE 29

### EMERGENCY CLOSINGS AND SPECIAL OBSERVATIONS

#### 29.1 Essential Employees

Every employee designated as “essential,” shall receive notice of such designation each year, by October 31, in accordance with N.J.A.C. 4A:6-2. Notice of such designations will also be provided to the Union.

#### 29.2 Inclement Weather and Other Emergency Closings

- A. The release of employees by the Chief Justice, or designee, from the workplace due to inclement weather or other emergencies shall not result in a loss of earnings for the hours of release time, however, employees on leave at the time shall not have their leave credit adjusted.
- B. The Judiciary shall make reasonable efforts to maintain on its web site up to date closings information (to include individual courthouses and ancillary work sites).

#### 29.3 Special Observations

Whenever the Chief Justice declares a special observation of an event of State or national concern, and/or time off for all employees (such as a day preceding or following an existing holiday) and authorizes time off to employees of the Judiciary for the observation of such event, those employees who are required to work during the period of the authorized time off shall be granted monetary compensation or compensatory time off, at management's choice, equivalent to the authorized time off for that category of work week (e.g. 7 hours for 35 hour employees or 8 hours for 40 hour employees).

## **ARTICLE 30**

### **COURT INTERPRETERS**

- 30.1** Court interpretation services while the court is in session shall be performed only by Administrative Office of the Courts qualified court interpreters except for American Sign Language Interpreters who are certified by the national Registry of Interpreters for the Deaf.
- 30.2** The Judiciary will maintain two (2) Court Interpreter titles represented by CWA with three (3) levels to coincide with Judiciary's classification of interpreters as conditionally-approved/trainee, journey or master. The titles/levels will be Court Interpreter 1 – Conditionally Approved/Trainee, Court Interpreter 1 – Journey and Court Interpreter 1 – Journey and Court Interpreter 2 – Master.
- 30.3** A prerequisite for the Court Interpreter 2 – Master title is for staff to have tested at the master level.
- 30.4** A prerequisite for the Court Interpreter 1 – Journey title is for staff to have tested at the journey level.
- 30.5** A prerequisite for the Court Interpreter 1 – Conditionally Approved/Trainee level is for Interpreters who have tested at the conditionally-approved level. Court Interpreter 1 – Conditionally Approved/Trainees will have two (2) years from the date of employment to test up to a higher level in order to maintain employment. Court Interpreter 1 – Conditionally Approved/Trainees will be in a probationary period until they test up to a higher level.
- 30.6** Individuals may be hired directly into the Court Interpreter 2 title. Current Interpreters, if eligible based on retesting at the master level, may be selected for advancement to the Court Interpreter 2 title.
- 30.7** Court interpreter 1s who are selected for advancement to Court Interpreter 2 will receive a five percent (5%) increase not to exceed the maximum of the salary range. Court Interpreter 1 – conditionally Approved/Trainees will not be entitled to receive a five percent (5%) increase upon testing or retesting at the Journey level or above but will go to the new minimum for the Court Interpreter 1 – Journey level or the minimum of the Court Interpreter 2 – Master level.
- 30.8** Testing will determine eligibility for advancement. Anyone who is retesting to reach the master level whose resulting score is below the journey level on the retest will not have their journey status affected the first time. However, anyone who tests below the journey level twice may have his or her classification downgraded to the

level demonstrated in the retests. In this event, the Court Interpreter 1 – Journey level Interpreter will become a Court Interpreter 1 – Conditionally Approved/Trainee Interpreter and will have two (2) years to test at the journey level or above.

- 30.9** The Judiciary may establish a paid or unpaid intern program to enhance recruitment efforts as needed.
- 30.10** The Judiciary may create future Staff Interpreter positions to provide service in multiple vicinages.
- 30.11** Only vicinages with at least four (4) Journey or Master level Staff Interpreters are permitted to hire a Conditionally Approved/Trainee and then only when the vicinage is unable to hire an acceptable Journey or Master level Interpreter after advertisement.
- 30.12** The Judiciary and the Union shall form a Labor/Management Committee for the purpose of addressing ongoing concerns of the professional Interpreter staff and to mutually develop solutions to maintain the integrity, the quality and the professionalism of Court Interpretation in the New Jersey Judiciary.

The Court Interpreter Labor/Management Committee shall be comprised of equal numbers of members from both labor and management, not to exceed three (3) members each. The committee members shall be appointed for labor by the union and for management by the Judiciary.

The committee shall convene at least quarterly but may meet more frequently as determined by the committee.

The committee shall be co-chaired by a member of the labor representatives and a member of management to be determined by each.

IN WITNESS to this Agreement, duly ratified and approved as of December 14, 2020, the parties have caused their duly authorized representatives to affix their signatures hereto.

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

*Alan A. Sant*

*Jason Carter*

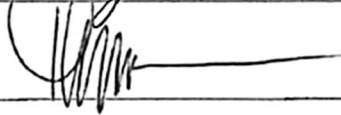
*Jessica Christ*

*Todd A. McManus*

*Craig D. Bailey*

*Deirdre Hartman*

*David Gji*



**FOR THE COMMUNICATIONS  
WORKERS OF AMERICA**

*Adrian Liebtag*

*Brian Dilks Brotman*

*Richard Holmes*

*Steve Gaissert*

*Shelby Oliver Hollis*

*Christopher Ezzi*

*Kevin Kristian*

*Miguel Socarras*

*Juliana Nannarone*

*Maria Mancuso*

*Carmen Melendez*

**APPENDIX A**

**2020 COMPENSATION SCHEDULE**

| Title   | Minimum     | Base Salary Maximums<br>for employees hired prior<br>to June 3, 2014 |              | Base Salary Maximums<br>for employees hired on or<br>after June 3, 2014 |              |
|---|-------------|--|--------------|---|--------------|
|   |             | Maximum  | Maximum 2    | Maximum   | Maximum2     |
| Administrative Specialist 1                               | \$43,156.32 | \$68,025.81  | \$69,752.72  | \$64,624.52   | \$66,265.08  |
| Administrative Specialist 2                               | \$46,265.00 | \$75,797.50  | \$77,721.67  | \$72,007.62   | \$73,835.59  |
| Administrative Specialist 3                               | \$52,482.35 | \$85,123.54  | \$87,284.47  | \$80,867.37   | \$82,920.25  |
| Administrative Specialist 4                               | \$69,580.13 | \$108,438.67   | \$111,191.49 | \$103,016.74  | \$105,631.91 |
| Attorney 1  | \$69,580.13 | \$108,438.67   | \$111,191.49 | \$103,016.74  | \$105,631.91 |
| Attorney 2  | \$85,123.54 | \$123,982.12   | \$127,129.52 | \$117,783.02  | \$120,773.04 |
| Court Interpreter 1 - Conditionally<br>Approved / Trainee | \$55,730.40 | \$93,003.60  | \$95,364.56  | \$88,353.42   | \$90,596.33  |
| Court Interpreter 1 - Journey                             | \$65,495.51 | \$93,003.60  | \$95,364.56  | \$88,353.42   | \$90,596.33  |
| Court Interpreter 2 - Master                              | \$69,425.23 | \$104,792.78   | \$107,453.04 | \$99,553.15   | \$102,080.39 |
| Court Services Officer Trainee                            | \$43,156.32 | \$68,025.81  | \$69,752.72  | \$64,624.52   | \$66,265.08  |
| Court Services Officer 1                                  | \$46,265.00 | \$75,797.50  | \$77,721.67  | \$72,007.62   | \$73,835.59  |
| Court Services Officer 1<br>(40 hr ww)                    | \$50,891.50 | \$83,377.24  | \$85,493.82  | \$79,208.38   | \$81,219.13  |
| Court Services Officer 2                                  | \$52,482.35 | \$85,123.54  | \$87,284.47  | \$80,867.37   | \$82,920.25  |
| Court Services Officer 3                                  | \$72,688.82 | \$111,547.35   | \$114,379.08 | \$105,969.99  | \$108,660.12 |
| Financial Specialist                                      | \$52,482.35 | \$85,123.54  | \$87,284.47  | \$80,867.37   | \$82,920.25  |
| Financial Specialist 1                                    | \$60,254.06 | \$95,717.46  | \$98,147.32  | \$90,931.57   | \$93,239.94  |
| Financial Specialist 2                                    | \$69,580.13 | \$108,438.67   | \$111,191.49 | \$103,016.74  | \$105,631.91 |
| Information Technology Analyst 1                          | \$53,579.71 | \$88,232.20  | \$90,472.05  | \$83,820.59   | \$85,948.44  |
| Information Technology Analyst 2                          | \$61,217.75 | \$103,775.66   | \$106,410.07 | \$98,586.88   | \$101,089.57 |
| Information Technology Analyst 3                          | \$80,460.54 | \$113,101.71   | \$115,972.90 | \$107,446.62  | \$110,174.25 |
| Judiciary Coordinator 1                                   | \$52,482.35 | \$85,123.54  | \$87,284.47  | \$80,867.37   | \$82,920.25  |
| Judiciary Coordinator 2                                   | \$69,580.13 | \$108,438.67   | \$111,191.49 | \$103,016.74  | \$105,631.91 |
| Librarian 1   | \$52,482.35 | \$85,123.54  | \$87,284.47  | \$80,867.37   | \$82,920.25  |
| Library Assistant   | \$39,270.45 | \$59,476.91  | \$60,986.78  | \$56,503.07   | \$57,937.45  |



**APPENDIX A**

**2021 COMPENSATION SCHEDULE**

| Title   | Minimum     | Base Salary Maximums<br>for employees hired prior<br>to June 3, 2014 |              | Base Salary Maximums<br>for employees hired on or<br>after June 3, 2014 |              |
|---|-------------|--|--------------|---|--------------|
|   |             | Maximum  | Maximum 2    | Maximum   | Maximum2     |
| Administrative Specialist 1                               | \$44,019.45 | \$69,386.33  | \$71,147.77  | \$65,917.01   | \$67,590.38  |
| Administrative Specialist 2                               | \$47,190.30 | \$77,313.45  | \$79,276.10  | \$73,447.77   | \$75,312.30  |
| Administrative Specialist 3                               | \$53,532.00 | \$86,826.01  | \$89,030.16  | \$82,484.72   | \$84,578.66  |
| Administrative Specialist 4                               | \$70,971.73 | \$110,607.44   | \$113,415.32 | \$105,077.07  | \$107,744.55 |
| Attorney 1  | \$70,971.73 | \$110,607.44   | \$113,415.32 | \$105,077.07  | \$107,744.55 |
| Attorney 2  | \$86,826.01 | \$126,461.76   | \$129,672.11 | \$120,138.68  | \$123,188.50 |
| Court Interpreter 1 - Conditionally<br>Approved / Trainee | \$56,845.01 | \$94,863.67  | \$97,271.85  | \$90,120.49   | \$92,408.26  |
| Court Interpreter 1 - Journey                             | \$66,805.42 | \$94,863.67  | \$97,271.85  | \$90,120.49   | \$92,408.26  |
| Court Interpreter 2 - Master                              | \$70,813.73 | \$106,888.64   | \$109,602.10 | \$101,544.21  | \$104,122.00 |
| Court Services Officer Trainee                            | \$44,019.45 | \$69,386.33  | \$71,147.77  | \$65,917.01   | \$67,590.38  |
| Court Services Officer 1                                  | \$47,190.30 | \$77,313.45  | \$79,276.10  | \$73,447.77   | \$75,312.30  |
| Court Services Officer 1<br>(40 hr ww)                    | \$51,909.33 | \$85,044.78  | \$87,203.70  | \$80,792.55   | \$82,843.51  |
| Court Services Officer 2                                  | \$53,532.00 | \$86,826.01  | \$89,030.16  | \$82,484.72   | \$84,578.66  |
| Court Services Officer 3                                  | \$74,142.60 | \$113,778.30   | \$116,666.66 | \$108,089.39  | \$110,833.32 |
| Financial Specialist                                      | \$53,532.00 | \$86,826.01  | \$89,030.16  | \$82,484.72   | \$84,578.66  |
| Financial Specialist 1                                    | \$61,459.14 | \$97,631.81  | \$100,110.27 | \$92,750.20   | \$95,104.74  |
| Financial Specialist 2                                    | \$70,971.73 | \$110,607.44   | \$113,415.32 | \$105,077.07  | \$107,744.55 |
| Information Technology Analyst 1                          | \$54,651.30 | \$89,996.84  | \$92,281.49  | \$85,497.00   | \$87,667.41  |
| Information Technology Analyst 2                          | \$62,442.11 | \$105,851.17   | \$108,538.27 | \$100,558.62  | \$103,111.36 |
| Information Technology Analyst 3                          | \$82,069.75 | \$115,363.74   | \$118,292.36 | \$109,595.55  | \$112,377.74 |
| Judiciary Coordinator 1                                   | \$53,532.00 | \$86,826.01  | \$89,030.16  | \$82,484.72   | \$84,578.66  |
| Judiciary Coordinator 2                                   | \$70,971.73 | \$110,607.44   | \$113,415.32 | \$105,077.07  | \$107,744.55 |
| Librarian 1   | \$53,532.00 | \$86,826.01  | \$89,030.16  | \$82,484.72   | \$84,578.66  |
| Library Assistant   | \$40,055.86 | \$60,666.45  | \$62,206.52  | \$57,633.13   | \$59,096.20  |

**APPENDIX A**

**2022 COMPENSATION SCHEDULE**

| Title   | Minimum     | Base Salary Maximums<br>for employees hired prior<br>to June 3, 2014 |              | Base Salary Maximums<br>for employees hired on or<br>after June 3, 2014 |              |
|---|-------------|--|--------------|---|--------------|
|   |             | Maximum  | Maximum 2    | Maximum   | Maximum2     |
| Administrative Specialist 1                               | \$44,899.84 | \$70,774.06  | \$72,570.73  | \$67,235.35   | \$68,942.19  |
| Administrative Specialist 2                               | \$48,134.11 | \$78,859.72  | \$80,861.62  | \$74,916.73   | \$76,818.55  |
| Administrative Specialist 3                               | \$54,602.64 | \$88,562.53  | \$90,810.76  | \$84,134.41   | \$86,270.23  |
| Administrative Specialist 4                               | \$72,391.16 | \$112,819.59   | \$115,683.63 | \$107,178.61  | \$109,899.44 |
| Attorney 1  | \$72,391.16 | \$112,819.59   | \$115,683.63 | \$107,178.61  | \$109,899.44 |
| Attorney 2  | \$88,562.53 | \$128,991.00   | \$132,265.55 | \$122,541.45  | \$125,652.27 |
| Court Interpreter 1 - Conditionally<br>Approved / Trainee | \$57,981.91 | \$96,760.94  | \$99,217.29  | \$91,922.90   | \$94,256.43  |
| Court Interpreter 1 - Journey                             | \$68,141.53 | \$96,760.94  | \$99,217.29  | \$91,922.90   | \$94,256.43  |
| Court Interpreter 2 - Master                              | \$72,230.00 | \$109,026.41   | \$111,794.14 | \$103,575.09  | \$106,204.44 |
| Court Services Officer Trainee                            | \$44,899.84 | \$70,774.06  | \$72,570.73  | \$67,235.35   | \$68,942.19  |
| Court Services Officer 1                                  | \$48,134.11 | \$78,859.72  | \$80,861.62  | \$74,916.73   | \$76,818.55  |
| Court Services Officer 1<br>(40 hr ww)                    | \$52,947.52 | \$86,745.68  | \$88,947.77  | \$82,408.40   | \$84,500.38  |
| Court Services Officer 2                                  | \$54,602.64 | \$88,562.53  | \$90,810.76  | \$84,134.41   | \$86,270.23  |
| Court Services Officer 3                                  | \$75,625.45 | \$116,053.87   | \$118,999.99 | \$110,251.18  | \$113,049.99 |
| Financial Specialist                                      | \$54,602.64 | \$88,562.53  | \$90,810.76  | \$84,134.41   | \$86,270.23  |
| Financial Specialist 1                                    | \$62,688.32 | \$99,584.45  | \$102,112.48 | \$94,605.20   | \$97,006.83  |
| Financial Specialist 2                                    | \$72,391.16 | \$112,819.59   | \$115,683.63 | \$107,178.61  | \$109,899.44 |
| Information Technology Analyst 1                          | \$55,744.33 | \$91,796.78  | \$94,127.12  | \$87,206.94   | \$89,420.76  |
| Information Technology Analyst 2                          | \$63,690.95 | \$107,968.19   | \$110,709.04 | \$102,569.79  | \$105,173.59 |
| Information Technology Analyst 3                          | \$83,711.15 | \$117,671.01   | \$120,658.21 | \$111,787.46  | \$114,625.29 |
| Judiciary Coordinator 1                                   | \$54,602.64 | \$88,562.53  | \$90,810.76  | \$84,134.41   | \$86,270.23  |
| Judiciary Coordinator 2                                   | \$72,391.16 | \$112,819.59   | \$115,683.63 | \$107,178.61  | \$109,899.44 |
| Librarian 1   | \$54,602.64 | \$88,562.53  | \$90,810.76  | \$84,134.41   | \$86,270.23  |
| Library Assistant   | \$40,856.98 | \$61,879.78  | \$63,450.65  | \$58,785.79   | \$60,278.12  |

**APPENDIX A**

**2023 COMPENSATION SCHEDULE**

| Title   | Minimum     | Base Salary Maximums<br>for employees hired prior<br>to June 3, 2014 |              | Base Salary Maximums<br>for employees hired on or<br>after June 3, 2014 |              |
|---|-------------|--|--------------|---|--------------|
|   |             | Maximum  | Maximum 2    | Maximum   | Maximum2     |
| Administrative Specialist 1                               | \$45,797.84 | \$72,189.54  | \$74,022.14  | \$68,580.06   | \$70,321.03  |
| Administrative Specialist 2                               | \$49,096.79 | \$80,436.91  | \$82,478.85  | \$76,415.06   | \$78,354.92  |
| Administrative Specialist 3                               | \$55,694.69 | \$90,333.78  | \$92,626.98  | \$85,817.10   | \$87,995.63  |
| Administrative Specialist 4                               | \$73,838.98 | \$115,075.98   | \$117,997.30 | \$109,322.18  | \$112,097.43 |
| Attorney 1  | \$73,838.98 | \$115,075.98   | \$117,997.30 | \$109,322.18  | \$112,097.43 |
| Attorney 2  | \$90,333.78 | \$131,570.82   | \$134,910.86 | \$124,992.28  | \$128,165.32 |
| Court Interpreter 1 - Conditionally<br>Approved / Trainee | \$59,141.55 | \$98,696.16  | \$101,201.64 | \$93,761.36   | \$96,141.56  |
| Court Interpreter 1 - Journey                             | \$69,504.36 | \$98,696.16  | \$101,201.64 | \$93,761.36   | \$96,141.56  |
| Court Interpreter 2 - Master                              | \$73,674.60 | \$111,206.94   | \$114,030.02 | \$105,646.59  | \$108,328.53 |
| Court Services Officer Trainee                            | \$45,797.84 | \$72,189.54  | \$74,022.14  | \$68,580.06   | \$70,321.03  |
| Court Services Officer 1                                  | \$49,096.79 | \$80,436.91  | \$82,478.85  | \$76,415.06   | \$78,354.92  |
| Court Services Officer 1<br>(40 hr ww)                    | \$54,006.47 | \$88,480.59  | \$90,726.73  | \$84,056.57   | \$86,190.39  |
| Court Services Officer 2                                  | \$55,694.69 | \$90,333.78  | \$92,626.98  | \$85,817.10   | \$87,995.63  |
| Court Services Officer 3                                  | \$77,137.96 | \$118,374.95   | \$121,379.99 | \$112,456.20  | \$115,310.99 |
| Financial Specialist                                      | \$55,694.69 | \$90,333.78  | \$92,626.98  | \$85,817.10   | \$87,995.63  |
| Financial Specialist 1                                    | \$63,942.09 | \$101,576.14   | \$104,154.73 | \$96,497.30   | \$98,946.97  |
| Financial Specialist 2                                    | \$73,838.98 | \$115,075.98   | \$117,997.30 | \$109,322.18  | \$112,097.43 |
| Information Technology Analyst 1                          | \$56,859.22 | \$93,632.72  | \$96,009.66  | \$88,951.08   | \$91,209.18  |
| Information Technology Analyst 2                          | \$64,964.77 | \$110,127.55   | \$112,923.22 | \$104,621.19  | \$107,277.06 |
| Information Technology Analyst 3                          | \$85,385.37 | \$120,024.43   | \$123,071.37 | \$114,023.21  | \$116,917.80 |
| Judiciary Coordinator 1                                   | \$55,694.69 | \$90,333.78  | \$92,626.98  | \$85,817.10   | \$87,995.63  |
| Judiciary Coordinator 2                                   | \$73,838.98 | \$115,075.98   | \$117,997.30 | \$109,322.18  | \$112,097.43 |
| Librarian 1   | \$55,694.69 | \$90,333.78  | \$92,626.98  | \$85,817.10   | \$87,995.63  |
| Library Assistant   | \$41,674.12 | \$63,117.38  | \$64,719.66  | \$59,961.51   | \$61,483.68  |



**APPENDIX B**

| ANNUAL SALARY | SINGLE             |                                 | EMPLOYEE & SPOUSE/PARTNER |                                 | FAMILY             |                                 | PARENT/CHILD       |                                 |
|---------------|--------------------|---------------------------------|---------------------------|---------------------------------|--------------------|---------------------------------|--------------------|---------------------------------|
|               | % pay contribution | \$ of pay Employee contribution | % pay contribution        | \$ of pay Employee contribution | % pay contribution | \$ of pay Employee contribution | % pay contribution | \$ of pay Employee contribution |
| \$20,000      | 2.00%              | \$400                           | 2.00%                     | \$400                           | 2.00%              | \$400                           | 2.00%              | \$400                           |
| \$21,000      | 2.00%              | \$420                           | 2.00%                     | \$420                           | 2.00%              | \$420                           | 2.00%              | \$420                           |
| \$22,000      | 2.00%              | \$440                           | 2.00%                     | \$440                           | 2.00%              | \$440                           | 2.00%              | \$440                           |
| \$23,000      | 2.00%              | \$460                           | 2.00%                     | \$460                           | 2.00%              | \$460                           | 2.00%              | \$460                           |
| \$24,000      | 2.00%              | \$480                           | 2.00%                     | \$480                           | 2.00%              | \$480                           | 2.00%              | \$480                           |
| \$25,000      | 2.00%              | \$500                           | 2.00%                     | \$500                           | 2.00%              | \$500                           | 2.00%              | \$500                           |
| \$26,000      | 2.00%              | \$520                           | 2.00%                     | \$520                           | 2.25%              | \$585                           | 2.00%              | \$520                           |
| \$27,000      | 2.00%              | \$540                           | 2.00%                     | \$540                           | 2.25%              | \$608                           | 2.00%              | \$540                           |
| \$28,000      | 2.00%              | \$560                           | 2.00%                     | \$560                           | 2.25%              | \$630                           | 2.00%              | \$560                           |
| \$29,000      | 2.00%              | \$580                           | 2.00%                     | \$580                           | 2.25%              | \$653                           | 2.00%              | \$580                           |
| \$30,000      | 2.25%              | \$675                           | 2.75%                     | \$825                           | 2.50%              | \$750                           | 2.75%              | \$825                           |
| \$31,000      | 2.25%              | \$698                           | 2.75%                     | \$853                           | 2.50%              | \$775                           | 2.75%              | \$853                           |
| \$32,000      | 2.25%              | \$720                           | 2.75%                     | \$880                           | 2.50%              | \$800                           | 2.75%              | \$880                           |
| \$33,000      | 2.25%              | \$743                           | 2.75%                     | \$908                           | 2.50%              | \$825                           | 2.75%              | \$908                           |
| \$34,000      | 2.25%              | \$765                           | 2.75%                     | \$935                           | 2.50%              | \$850                           | 2.75%              | \$935                           |
| \$35,000      | 2.25%              | \$788                           | 2.75%                     | \$963                           | 3.00%              | \$1,050                         | 2.75%              | \$963                           |
| \$36,000      | 2.25%              | \$810                           | 3.00%                     | \$1,080                         | 3.00%              | \$1,080                         | 3.00%              | \$1,080                         |
| \$37,000      | 2.25%              | \$833                           | 3.00%                     | \$1,110                         | 3.00%              | \$1,110                         | 3.00%              | \$1,110                         |
| \$38,000      | 2.25%              | \$855                           | 3.00%                     | \$1,140                         | 3.00%              | \$1,140                         | 3.00%              | \$1,140                         |
| \$39,000      | 2.25%              | \$878                           | 3.00%                     | \$1,170                         | 3.00%              | \$1,170                         | 3.00%              | \$1,170                         |
| \$40,000      | 2.25%              | \$900                           | 3.00%                     | \$1,200                         | 3.00%              | \$1,200                         | 3.00%              | \$1,200                         |
| \$41,000      | 2.25%              | \$923                           | 3.00%                     | \$1,230                         | 3.00%              | \$1,230                         | 3.00%              | \$1,230                         |
| \$42,000      | 2.25%              | \$945                           | 3.00%                     | \$1,260                         | 3.00%              | \$1,260                         | 3.00%              | \$1,260                         |
| \$43,000      | 2.25%              | \$968                           | 3.00%                     | \$1,290                         | 3.00%              | \$1,290                         | 3.00%              | \$1,290                         |
| \$44,000      | 2.25%              | \$990                           | 3.00%                     | \$1,320                         | 3.00%              | \$1,320                         | 3.00%              | \$1,320                         |
| \$45,000      | 2.40%              | \$1,080                         | 3.00%                     | \$1,350                         | 3.50%              | \$1,575                         | 3.25%              | \$1,463                         |
| \$46,000      | 2.40%              | \$1,104                         | 3.00%                     | \$1,380                         | 3.50%              | \$1,610                         | 3.25%              | \$1,495                         |
| \$47,000      | 2.40%              | \$1,128                         | 3.00%                     | \$1,410                         | 3.50%              | \$1,645                         | 3.25%              | \$1,528                         |
| \$48,000      | 2.40%              | \$1,152                         | 3.00%                     | \$1,440                         | 3.50%              | \$1,680                         | 3.25%              | \$1,560                         |
| \$49,000      | 2.40%              | \$1,176                         | 3.00%                     | \$1,470                         | 3.50%              | \$1,715                         | 3.25%              | \$1,593                         |
| \$50,000      | 3.00%              | \$1,500                         | 4.25%                     | \$2,125                         | 4.50%              | \$2,250                         | 4.50%              | \$2,250                         |
| \$51,000      | 3.00%              | \$1,530                         | 4.25%                     | \$2,168                         | 4.50%              | \$2,295                         | 4.50%              | \$2,295                         |
| \$52,000      | 3.00%              | \$1,560                         | 4.25%                     | \$2,210                         | 4.50%              | \$2,340                         | 4.50%              | \$2,340                         |
| \$53,000      | 3.00%              | \$1,590                         | 4.25%                     | \$2,253                         | 4.50%              | \$2,385                         | 4.50%              | \$2,385                         |
| \$54,000      | 3.00%              | \$1,620                         | 4.25%                     | \$2,295                         | 4.50%              | \$2,430                         | 4.50%              | \$2,430                         |
| \$55,000      | 3.40%              | \$1,870                         | 4.50%                     | \$2,475                         | 5.00%              | \$2,750                         | 4.50%              | \$2,475                         |
| \$56,000      | 3.40%              | \$1,904                         | 4.50%                     | \$2,520                         | 5.00%              | \$2,800                         | 4.50%              | \$2,520                         |
| \$57,000      | 3.40%              | \$1,938                         | 4.50%                     | \$2,565                         | 5.00%              | \$2,850                         | 4.50%              | \$2,565                         |
| \$58,000      | 3.40%              | \$1,972                         | 4.50%                     | \$2,610                         | 5.00%              | \$2,900                         | 4.50%              | \$2,610                         |
| \$59,000      | 3.40%              | \$2,006                         | 4.50%                     | \$2,655                         | 5.00%              | \$2,950                         | 4.50%              | \$2,655                         |
| \$60,000      | 3.75%              | \$2,250                         | 5.50%                     | \$3,300                         | 6.00%              | \$3,600                         | 5.00%              | \$3,000                         |
| \$61,000      | 3.75%              | \$2,288                         | 5.50%                     | \$3,355                         | 6.00%              | \$3,660                         | 5.00%              | \$3,050                         |
| \$62,000      | 3.75%              | \$2,325                         | 5.50%                     | \$3,410                         | 6.00%              | \$3,720                         | 5.00%              | \$3,100                         |
| \$63,000      | 3.75%              | \$2,363                         | 5.50%                     | \$3,465                         | 6.00%              | \$3,780                         | 5.00%              | \$3,150                         |

HA-1106A-1020



# NJDPB CWA Unity DIRECT Member Contribution Rates

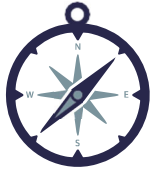
Pensions & Benefits

| ANNUAL SALARY | SINGLE             |                                 | EMPLOYEE & SPOUSE/PARTNER |                                 | FAMILY             |                                 | PARENT/CHILD       |                                 |
|---------------|--------------------|---------------------------------|---------------------------|---------------------------------|--------------------|---------------------------------|--------------------|---------------------------------|
|               | % pay contribution | \$ of pay Employee contribution | % pay contribution        | \$ of pay employee contribution | % pay contribution | \$ of pay Employee contribution | % pay contribution | \$ of pay employee contribution |
| \$64,000      | 3.75%              | \$2,400                         | 5.50%                     | \$3,520                         | 6.00%              | \$3,840                         | 5.00%              | \$3,200                         |
| \$65,000      | 3.75%              | \$2,438                         | 5.75%                     | \$3,738                         | 6.50%              | \$4,225                         | 5.25%              | \$3,413                         |
| \$66,000      | 3.75%              | \$2,475                         | 5.75%                     | \$3,795                         | 6.50%              | \$4,290                         | 5.25%              | \$3,465                         |
| \$67,000      | 3.75%              | \$2,513                         | 5.75%                     | \$3,853                         | 6.50%              | \$4,355                         | 5.25%              | \$3,518                         |
| \$68,000      | 3.75%              | \$2,550                         | 5.75%                     | \$3,910                         | 6.50%              | \$4,420                         | 5.25%              | \$3,570                         |
| \$69,000      | 3.75%              | \$2,588                         | 5.75%                     | \$3,968                         | 6.50%              | \$4,485                         | 5.25%              | \$3,623                         |
| \$70,000      | 4.00%              | \$2,800                         | 6.20%                     | \$4,340                         | 7.25%              | \$5,075                         | 5.75%              | \$4,025                         |
| \$71,000      | 4.00%              | \$2,840                         | 6.20%                     | \$4,402                         | 7.25%              | \$5,148                         | 5.75%              | \$4,083                         |
| \$72,000      | 4.00%              | \$2,880                         | 6.20%                     | \$4,464                         | 7.25%              | \$5,220                         | 5.75%              | \$4,140                         |
| \$73,000      | 4.00%              | \$2,920                         | 6.20%                     | \$4,526                         | 7.25%              | \$5,293                         | 5.75%              | \$4,198                         |
| \$74,000      | 4.00%              | \$2,960                         | 6.20%                     | \$4,588                         | 7.25%              | \$5,365                         | 5.75%              | \$4,255                         |
| \$75,000      |                    | \$2,977                         |                           | \$4,678                         | 7.25%              | \$5,438                         |                    | \$4,400                         |
| \$76,000      |                    | \$2,977                         |                           | \$4,678                         | 7.25%              | \$5,510                         |                    | \$4,400                         |
| \$77,000      |                    | \$2,977                         |                           | \$4,678                         | 7.25%              | \$5,583                         |                    | \$4,400                         |
| \$78,000      |                    | \$2,977                         |                           | \$4,678                         | 7.25%              | \$5,655                         |                    | \$4,400                         |
| \$79,000      |                    | \$2,977                         |                           | \$4,678                         | 7.25%              | \$5,728                         |                    | \$4,400                         |
| \$80,000      |                    | \$3,083                         |                           | \$4,890                         | 7.25%              | \$5,800                         |                    | \$4,550                         |
| \$81,000      |                    | \$3,083                         |                           | \$4,890                         | 7.25%              | \$5,873                         |                    | \$4,550                         |
| \$82,000      |                    | \$3,083                         |                           | \$4,890                         | 7.25%              | \$5,945                         |                    | \$4,550                         |
| \$83,000      |                    | \$3,083                         |                           | \$4,890                         | 7.25%              | \$6,018                         |                    | \$4,550                         |
| \$84,000      |                    | \$3,083                         |                           | \$4,890                         | 7.25%              | \$6,090                         |                    | \$4,550                         |
| \$85,000      |                    | \$3,083                         |                           | \$5,316                         | 7.50%              | \$6,375                         |                    | \$4,950                         |
| \$86,000      |                    | \$3,083                         |                           | \$5,316                         | 7.50%              | \$6,450                         |                    | \$4,950                         |
| \$87,000      |                    | \$3,083                         |                           | \$5,316                         | 7.50%              | \$6,525                         |                    | \$4,950                         |
| \$88,000      |                    | \$3,083                         |                           | \$5,316                         | 7.50%              | \$6,600                         |                    | \$4,950                         |
| \$89,000      |                    | \$3,083                         |                           | \$5,316                         | 7.50%              | \$6,675                         |                    | \$4,950                         |
| \$90,000      |                    | \$3,083                         |                           | \$5,316                         | 7.50%              | \$6,750                         |                    | \$4,950                         |
| \$91,000      |                    | \$3,083                         |                           | \$5,316                         | 7.50%              | \$6,825                         |                    | \$4,950                         |
| \$92,000      |                    | \$3,083                         |                           | \$5,316                         | 7.50%              | \$6,900                         |                    | \$4,950                         |
| \$93,000      |                    | \$3,083                         |                           | \$5,316                         | 7.50%              | \$6,975                         |                    | \$4,950                         |
| \$94,000      |                    | \$3,083                         |                           | \$5,316                         | 7.50%              | \$7,050                         |                    | \$4,950                         |
| \$95,000      |                    | \$3,190                         |                           | \$5,316                         | 7.50%              | \$7,125                         |                    | \$4,950                         |
| \$96,000      |                    | \$3,190                         |                           | \$5,316                         | 7.50%              | \$7,200                         |                    | \$4,950                         |
| \$97,000      |                    | \$3,190                         |                           | \$5,316                         | 7.50%              | \$7,275                         |                    | \$4,950                         |
| \$98,000      |                    | \$3,190                         |                           | \$5,316                         | 7.50%              | \$7,350                         |                    | \$4,950                         |
| \$99,000      |                    | \$3,190                         |                           | \$5,316                         | 7.50%              | \$7,425                         |                    | \$4,950                         |
| \$100,000     |                    | \$3,190                         |                           | \$6,390                         |                    | \$8,213                         |                    | \$5,950                         |
| \$101,000     |                    | \$3,190                         |                           | \$6,390                         |                    | \$8,213                         |                    | \$5,950                         |
| \$102,000     |                    | \$3,190                         |                           | \$6,390                         |                    | \$8,213                         |                    | \$5,950                         |
| \$103,000     |                    | \$3,190                         |                           | \$6,390                         |                    | \$8,213                         |                    | \$5,950                         |
| \$104,000     |                    | \$3,190                         |                           | \$6,390                         |                    | \$8,213                         |                    | \$5,950                         |
| \$105,000     |                    | \$3,190                         |                           | \$6,390                         |                    | \$8,213                         |                    | \$5,950                         |
| \$106,000     |                    | \$3,190                         |                           | \$6,390                         |                    | \$8,213                         |                    | \$5,950                         |
| \$107,000     |                    | \$3,190                         |                           | \$6,390                         |                    | \$8,213                         |                    | \$5,950                         |

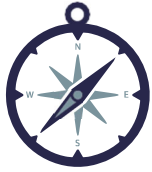
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| ANNUAL SALARY | SINGLE             |                                 | EMPLOYEE & SPOUSE/PARTNER |                                 | FAMILY             |                                 | PARENT/CHILD       |                                 |
|---------------|--------------------|---------------------------------|---------------------------|---------------------------------|--------------------|---------------------------------|--------------------|---------------------------------|
|               | % pay contribution | \$ of pay Employee contribution | % pay contribution        | \$ of pay employee contribution | % pay contribution | \$ of pay Employee contribution | % pay contribution | \$ of pay employee contribution |
| \$109,000     |                    | \$3,190                         |                           | \$6,390                         |                    | \$8,213                         |                    | \$5,950                         |
| \$110,000     |                    | \$3,190                         |                           | \$6,390                         |                    | \$9,122                         |                    | \$5,950                         |
| \$111,000     |                    | \$3,190                         |                           | \$6,390                         |                    | \$9,122                         |                    | \$5,950                         |
| \$112,000     |                    | \$3,190                         |                           | \$6,390                         |                    | \$9,122                         |                    | \$5,950                         |
| \$113,000     |                    | \$3,190                         |                           | \$6,390                         |                    | \$9,122                         |                    | \$5,950                         |
| \$114,000     |                    | \$3,190                         |                           | \$6,390                         |                    | \$9,122                         |                    | \$5,950                         |
| \$115,000     |                    | \$3,190                         |                           | \$6,390                         |                    | \$9,122                         |                    | \$5,950                         |
| \$116,000     |                    | \$3,190                         |                           | \$6,390                         |                    | \$9,122                         |                    | \$5,950                         |
| \$117,000     |                    | \$3,190                         |                           | \$6,390                         |                    | \$9,122                         |                    | \$5,950                         |
| \$118,000     |                    | \$3,190                         |                           | \$6,390                         |                    | \$9,122                         |                    | \$5,950                         |
| \$119,000     |                    | \$3,190                         |                           | \$6,390                         |                    | \$9,122                         |                    | \$5,950                         |
| \$120,000     |                    | \$3,190                         |                           | \$6,390                         |                    | \$9,122                         |                    | \$5,950                         |
| \$121,000     |                    | \$3,190                         |                           | \$6,390                         |                    | \$9,122                         |                    | \$5,950                         |
| \$122,000     |                    | \$3,190                         |                           | \$6,390                         |                    | \$9,122                         |                    | \$5,950                         |
| \$123,000     |                    | \$3,190                         |                           | \$6,390                         |                    | \$9,122                         |                    | \$5,950                         |
| \$124,000     |                    | \$3,190                         |                           | \$6,390                         |                    | \$9,122                         |                    | \$5,950                         |
| \$125,000     |                    | \$3,190                         |                           | \$6,390                         |                    | \$9,122                         |                    | \$5,950                         |
| \$126,000     |                    | \$3,190                         |                           | \$6,390                         |                    | \$9,122                         |                    | \$5,950                         |
| \$127,000     |                    | \$3,190                         |                           | \$6,390                         |                    | \$9,122                         |                    | \$5,950                         |
| \$128,000     |                    | \$3,190                         |                           | \$6,390                         |                    | \$9,122                         |                    | \$5,950                         |
| \$129,000     |                    | \$3,190                         |                           | \$6,390                         |                    | \$9,122                         |                    | \$5,950                         |
| \$130,000     |                    | \$3,190                         |                           | \$6,390                         |                    | \$9,122                         |                    | \$5,950                         |
| \$131,000     |                    | \$3,190                         |                           | \$6,390                         |                    | \$9,122                         |                    | \$5,950                         |
| \$132,000     |                    | \$3,190                         |                           | \$6,390                         |                    | \$9,122                         |                    | \$5,950                         |
| \$133,000     |                    | \$3,190                         |                           | \$6,390                         |                    | \$9,122                         |                    | \$5,950                         |
| \$134,000     |                    | \$3,190                         |                           | \$6,390                         |                    | \$9,122                         |                    | \$5,950                         |
| \$135,000     |                    | \$3,190                         |                           | \$6,390                         |                    | \$9,122                         |                    | \$5,950                         |
| \$136,000     |                    | \$3,190                         |                           | \$6,390                         |                    | \$9,122                         |                    | \$5,950                         |
| \$137,000     |                    | \$3,190                         |                           | \$6,390                         |                    | \$9,122                         |                    | \$5,950                         |
| \$138,000     |                    | \$3,190                         |                           | \$6,390                         |                    | \$9,122                         |                    | \$5,950                         |
| \$139,000     |                    | \$3,190                         |                           | \$6,390                         |                    | \$9,122                         |                    | \$5,950                         |
| \$140,000     |                    | \$3,190                         |                           | \$6,390                         |                    | \$9,122                         |                    | \$5,950                         |
| \$141,000     |                    | \$3,190                         |                           | \$6,390                         |                    | \$9,122                         |                    | \$5,950                         |
| \$142,000     |                    | \$3,190                         |                           | \$6,390                         |                    | \$9,122                         |                    | \$5,950                         |
| \$143,000     |                    | \$3,190                         |                           | \$6,390                         |                    | \$9,122                         |                    | \$5,950                         |
| \$144,000     |                    | \$3,190                         |                           | \$6,390                         |                    | \$9,122                         |                    | \$5,950                         |
| \$145,000     |                    | \$3,190                         |                           | \$6,390                         |                    | \$9,122                         |                    | \$5,950                         |
| \$146,000     |                    | \$3,190                         |                           | \$6,390                         |                    | \$9,122                         |                    | \$5,950                         |
| \$147,000     |                    | \$3,190                         |                           | \$6,390                         |                    | \$9,122                         |                    | \$5,950                         |
| \$148,000     |                    | \$3,190                         |                           | \$6,390                         |                    | \$9,122                         |                    | \$5,950                         |
| \$149,000     |                    | \$3,190                         |                           | \$6,390                         |                    | \$9,122                         |                    | \$5,950                         |
| \$150,000     |                    | \$3,190                         |                           | \$6,390                         |                    | \$9,122                         |                    | \$5,950                         |

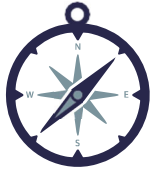


| ANNUAL SALARY | SINGLE             |                                 | EMPLOYEE & SPOUSE/PARTNER |                                 | FAMILY             |                                 | PARENT/CHILD       |                                 |
|---------------|--------------------|---------------------------------|---------------------------|---------------------------------|--------------------|---------------------------------|--------------------|---------------------------------|
|               | % pay contribution | \$ of pay Employee contribution | % pay contribution        | \$ of pay employee contribution | % pay contribution | \$ of pay Employee contribution | % pay contribution | \$ of pay employee contribution |
| \$20,000      | 1.50%              | \$300                           | 1.50%                     | \$300                           | 1.50%              | \$300                           | 1.50%              | \$300                           |
| \$21,000      | 1.50%              | \$315                           | 1.50%                     | \$315                           | 1.50%              | \$315                           | 1.50%              | \$315                           |
| \$22,000      | 1.50%              | \$330                           | 1.50%                     | \$330                           | 1.50%              | \$330                           | 1.50%              | \$330                           |
| \$23,000      | 1.50%              | \$345                           | 1.50%                     | \$345                           | 1.50%              | \$345                           | 1.50%              | \$345                           |
| \$24,000      | 1.50%              | \$360                           | 1.50%                     | \$360                           | 1.50%              | \$360                           | 1.50%              | \$360                           |
| \$25,000      | 1.50%              | \$375                           | 1.50%                     | \$375                           | 1.50%              | \$375                           | 1.50%              | \$375                           |
| \$26,000      | 1.50%              | \$390                           | 1.50%                     | \$390                           | 1.69%              | \$439                           | 1.50%              | \$390                           |
| \$27,000      | 1.50%              | \$405                           | 1.50%                     | \$405                           | 1.69%              | \$456                           | 1.50%              | \$405                           |
| \$28,000      | 1.50%              | \$420                           | 1.50%                     | \$420                           | 1.69%              | \$473                           | 1.50%              | \$420                           |
| \$29,000      | 1.50%              | \$435                           | 1.50%                     | \$435                           | 1.69%              | \$489                           | 1.50%              | \$435                           |
| \$30,000      | 1.69%              | \$506                           | 2.06%                     | \$619                           | 1.88%              | \$563                           | 2.06%              | \$619                           |
| \$31,000      | 1.69%              | \$523                           | 2.06%                     | \$639                           | 1.88%              | \$581                           | 2.06%              | \$639                           |
| \$32,000      | 1.69%              | \$540                           | 2.06%                     | \$660                           | 1.88%              | \$600                           | 2.06%              | \$660                           |
| \$33,000      | 1.69%              | \$557                           | 2.06%                     | \$681                           | 1.88%              | \$619                           | 2.06%              | \$681                           |
| \$34,000      | 1.69%              | \$574                           | 2.06%                     | \$701                           | 1.88%              | \$638                           | 2.06%              | \$701                           |
| \$35,000      | 1.69%              | \$591                           | 2.06%                     | \$722                           | 2.25%              | \$788                           | 2.06%              | \$722                           |
| \$36,000      | 1.69%              | \$608                           | 2.25%                     | \$810                           | 2.25%              | \$810                           | 2.25%              | \$810                           |
| \$37,000      | 1.69%              | \$624                           | 2.25%                     | \$833                           | 2.25%              | \$833                           | 2.25%              | \$833                           |
| \$38,000      | 1.69%              | \$641                           | 2.25%                     | \$855                           | 2.25%              | \$855                           | 2.25%              | \$855                           |
| \$39,000      | 1.69%              | \$658                           | 2.25%                     | \$878                           | 2.25%              | \$878                           | 2.25%              | \$878                           |
| \$40,000      | 1.69%              | \$675                           | 2.25%                     | \$900                           | 2.25%              | \$900                           | 2.25%              | \$900                           |
| \$41,000      | 1.69%              | \$692                           | 2.25%                     | \$923                           | 2.25%              | \$923                           | 2.25%              | \$923                           |
| \$42,000      | 1.69%              | \$709                           | 2.25%                     | \$945                           | 2.25%              | \$945                           | 2.25%              | \$945                           |
| \$43,000      | 1.69%              | \$726                           | 2.25%                     | \$968                           | 2.25%              | \$968                           | 2.25%              | \$968                           |
| \$44,000      | 1.69%              | \$743                           | 2.25%                     | \$990                           | 2.25%              | \$990                           | 2.25%              | \$990                           |
| \$45,000      | 1.80%              | \$810                           | 2.25%                     | \$1,013                         | 2.63%              | \$1,181                         | 2.44%              | \$1,097                         |
| \$46,000      | 1.80%              | \$828                           | 2.25%                     | \$1,035                         | 2.63%              | \$1,208                         | 2.44%              | \$1,121                         |
| \$47,000      | 1.80%              | \$846                           | 2.25%                     | \$1,058                         | 2.63%              | \$1,234                         | 2.44%              | \$1,146                         |
| \$48,000      | 1.80%              | \$864                           | 2.25%                     | \$1,080                         | 2.63%              | \$1,260                         | 2.44%              | \$1,170                         |
| \$49,000      | 1.80%              | \$882                           | 2.25%                     | \$1,103                         | 2.63%              | \$1,286                         | 2.44%              | \$1,194                         |
| \$50,000      | 2.25%              | \$1,125                         | 3.19%                     | \$1,594                         | 3.38%              | \$1,688                         | 3.38%              | \$1,688                         |
| \$51,000      | 2.25%              | \$1,148                         | 3.19%                     | \$1,626                         | 3.38%              | \$1,721                         | 3.38%              | \$1,721                         |
| \$52,000      | 2.25%              | \$1,170                         | 3.19%                     | \$1,658                         | 3.38%              | \$1,755                         | 3.38%              | \$1,755                         |
| \$53,000      | 2.25%              | \$1,193                         | 3.19%                     | \$1,689                         | 3.38%              | \$1,789                         | 3.38%              | \$1,789                         |
| \$54,000      | 2.25%              | \$1,215                         | 3.19%                     | \$1,721                         | 3.38%              | \$1,823                         | 3.38%              | \$1,823                         |
| \$55,000      | 2.55%              | \$1,403                         | 3.38%                     | \$1,856                         | 3.75%              | \$2,063                         | 3.38%              | \$1,856                         |
| \$56,000      | 2.55%              | \$1,428                         | 3.38%                     | \$1,890                         | 3.75%              | \$2,100                         | 3.38%              | \$1,890                         |
| \$57,000      | 2.55%              | \$1,454                         | 3.38%                     | \$1,924                         | 3.75%              | \$2,138                         | 3.38%              | \$1,924                         |
| \$58,000      | 2.55%              | \$1,479                         | 3.38%                     | \$1,958                         | 3.75%              | \$2,175                         | 3.38%              | \$1,958                         |
| \$59,000      | 2.55%              | \$1,505                         | 3.38%                     | \$1,991                         | 3.75%              | \$2,213                         | 3.38%              | \$1,991                         |
| \$60,000      | 2.81%              | \$1,688                         | 4.13%                     | \$2,475                         | 4.50%              | \$2,700                         | 3.75%              | \$2,250                         |
| \$61,000      | 2.81%              | \$1,716                         | 4.13%                     | \$2,516                         | 4.50%              | \$2,745                         | 3.75%              | \$2,288                         |



| ANNUAL SALARY | SINGLE             |                                 | EMPLOYEE & SPOUSE/PARTNER |                                 | FAMILY             |                                 | PARENT/CHILD       |                                 |
|---------------|--------------------|---------------------------------|---------------------------|---------------------------------|--------------------|---------------------------------|--------------------|---------------------------------|
|               | % pay contribution | \$ of pay Employee contribution | % pay contribution        | \$ of pay employee contribution | % pay contribution | \$ of pay Employee contribution | % pay contribution | \$ of pay employee contribution |
| \$62,000      | 2.81%              | \$1,744                         | 4.13%                     | \$2,558                         | 4.50%              | \$2,790                         | 3.75%              | \$2,325                         |
| \$63,000      | 2.81%              | \$1,772                         | 4.13%                     | \$2,599                         | 4.50%              | \$2,835                         | 3.75%              | \$2,363                         |
| \$64,000      | 2.81%              | \$1,800                         | 4.13%                     | \$2,640                         | 4.50%              | \$2,880                         | 3.75%              | \$2,400                         |
| \$65,000      | 2.81%              | \$1,828                         | 4.31%                     | \$2,803                         | 4.88%              | \$3,169                         | 3.94%              | \$2,559                         |
| \$66,000      | 2.81%              | \$1,856                         | 4.31%                     | \$2,846                         | 4.88%              | \$3,218                         | 3.94%              | \$2,559                         |
| \$67,000      | 2.81%              | \$1,884                         | 4.31%                     | \$2,889                         | 4.88%              | \$3,266                         | 3.94%              | \$2,638                         |
| \$68,000      | 2.81%              | \$1,913                         | 4.31%                     | \$2,933                         | 4.88%              | \$3,315                         | 3.94%              | \$2,678                         |
| \$69,000      | 2.81%              | \$1,941                         | 4.31%                     | \$2,976                         | 4.88%              | \$3,364                         | 3.94%              | \$2,717                         |
| \$70,000      | 3.00%              | \$2,100                         | 4.65%                     | \$3,255                         | 5.44%              | \$3,806                         | 4.31%              | \$3,019                         |
| \$71,000      | 3.00%              | \$2,130                         | 4.65%                     | \$3,302                         | 5.44%              | \$3,861                         | 4.31%              | \$3,062                         |
| \$72,000      | 3.00%              | \$2,160                         | 4.65%                     | \$3,348                         | 5.44%              | \$3,915                         | 4.31%              | \$3,105                         |
| \$73,000      | 3.00%              | \$2,190                         | 4.65%                     | \$3,395                         | 5.44%              | \$3,969                         | 4.31%              | \$3,148                         |
| \$74,000      | 3.00%              | \$2,220                         | 4.65%                     | \$4,588                         | 5.44%              | \$4,024                         | 4.31%              | \$3,191                         |
| \$75,000      |                    | \$2,233                         |                           | \$3,509                         | 5.44%              | \$4,078                         |                    | \$3,300                         |
| \$76,000      |                    | \$2,233                         |                           | \$3,509                         | 5.44%              | \$4,133                         |                    | \$3,300                         |
| \$77,000      |                    | \$2,233                         |                           | \$3,509                         | 5.44%              | \$4,187                         |                    | \$3,300                         |
| \$78,000      |                    | \$2,233                         |                           | \$3,509                         | 5.44%              | \$4,241                         |                    | \$3,300                         |
| \$79,000      |                    | \$2,233                         |                           | \$3,509                         | 5.44%              | \$4,296                         |                    | \$3,300                         |
| \$80,000      |                    | \$2,312                         |                           | \$3,668                         | 5.44%              | \$4,350                         |                    | \$3,413                         |
| \$81,000      |                    | \$2,312                         |                           | \$3,668                         | 5.44%              | \$4,404                         |                    | \$3,413                         |
| \$82,000      |                    | \$2,312                         |                           | \$3,668                         | 5.44%              | \$4,459                         |                    | \$3,413                         |
| \$83,000      |                    | \$2,312                         |                           | \$3,668                         | 5.44%              | \$4,513                         |                    | \$3,413                         |
| \$84,000      |                    | \$2,312                         |                           | \$3,668                         | 5.44%              | \$4,568                         |                    | \$3,413                         |
| \$85,000      |                    | \$2,312                         |                           | \$3,987                         | 5.63%              | \$4,781                         |                    | \$3,713                         |
| \$86,000      |                    | \$2,312                         |                           | \$3,987                         | 5.63%              | \$4,838                         |                    | \$3,713                         |
| \$87,000      |                    | \$2,312                         |                           | \$3,987                         | 5.63%              | \$4,894                         |                    | \$3,713                         |
| \$88,000      |                    | \$2,312                         |                           | \$3,987                         | 5.63%              | \$4,950                         |                    | \$3,713                         |
| \$89,000      |                    | \$2,312                         |                           | \$3,987                         | 5.63%              | \$5,006                         |                    | \$3,713                         |
| \$90,000      |                    | \$2,312                         |                           | \$3,987                         | 5.63%              | \$5,063                         |                    | \$3,713                         |
| \$91,000      |                    | \$2,312                         |                           | \$3,987                         | 5.63%              | \$5,119                         |                    | \$3,713                         |
| \$92,000      |                    | \$2,312                         |                           | \$3,987                         | 5.63%              | \$5,175                         |                    | \$3,713                         |
| \$93,000      |                    | \$2,312                         |                           | \$3,987                         | 5.63%              | \$5,231                         |                    | \$3,713                         |
| \$94,000      |                    | \$2,312                         |                           | \$3,987                         | 5.63%              | \$5,288                         |                    | \$3,713                         |
| \$95,000      |                    | \$2,393                         |                           | \$3,987                         | 5.63%              | \$5,344                         |                    | \$3,713                         |
| \$96,000      |                    | \$2,393                         |                           | \$3,987                         | 5.63%              | \$5,400                         |                    | \$3,713                         |
| \$97,000      |                    | \$2,393                         |                           | \$3,987                         | 5.63%              | \$5,456                         |                    | \$3,713                         |
| \$98,000      |                    | \$2,393                         |                           | \$3,987                         | 5.63%              | \$5,513                         |                    | \$3,713                         |
| \$99,000      |                    | \$2,393                         |                           | \$3,987                         | 5.63%              | \$5,569                         |                    | \$3,713                         |
| \$100,000     |                    | \$2,393                         |                           | \$4,793                         |                    | \$6,160                         |                    | \$4,463                         |
| \$101,000     |                    | \$2,393                         |                           | \$4,793                         |                    | \$6,160                         |                    | \$4,463                         |
| \$102,000     |                    | \$2,393                         |                           | \$4,793                         |                    | \$6,160                         |                    | \$4,463                         |
| \$103,000     |                    | \$2,393                         |                           | \$4,793                         |                    | \$6,160                         |                    | \$4,463                         |



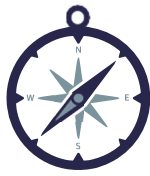


| ANNUAL SALARY | SINGLE             |                                 | EMPLOYEE & SPOUSE/PARTNER |                                 | FAMILY             |                                 | PARENT/CHILD       |                                 |
|---------------|--------------------|---------------------------------|---------------------------|---------------------------------|--------------------|---------------------------------|--------------------|---------------------------------|
|               | % pay contribution | \$ of pay Employee contribution | % pay contribution        | \$ of pay employee contribution | % pay contribution | \$ of pay Employee contribution | % pay contribution | \$ of pay employee contribution |
| \$104,000     |                    | \$2,393                         |                           | \$4,793                         |                    | \$6,160                         |                    | \$4,463                         |
| \$105,000     |                    | \$2,393                         |                           | \$4,793                         |                    | \$6,160                         |                    | \$4,463                         |
| \$106,000     |                    | \$2,393                         |                           | \$4,793                         |                    | \$6,160                         |                    | \$4,463                         |
| \$107,000     |                    | \$2,393                         |                           | \$4,793                         |                    | \$6,160                         |                    | \$4,463                         |
| \$108,000     |                    | \$2,393                         |                           | \$4,793                         |                    | \$6,160                         |                    | \$4,463                         |
| \$109,000     |                    | \$2,393                         |                           | \$4,793                         |                    | \$6,160                         |                    | \$4,463                         |
| \$110,000     |                    | \$2,393                         |                           | \$4,793                         |                    | \$6,842                         |                    | \$4,463                         |
| \$111,000     |                    | \$2,393                         |                           | \$4,793                         |                    | \$6,842                         |                    | \$4,463                         |
| \$112,000     |                    | \$2,393                         |                           | \$4,793                         |                    | \$6,842                         |                    | \$4,463                         |
| \$113,000     |                    | \$2,393                         |                           | \$4,793                         |                    | \$6,842                         |                    | \$4,463                         |
| \$114,000     |                    | \$2,393                         |                           | \$4,793                         |                    | \$6,842                         |                    | \$4,463                         |
| \$115,000     |                    | \$2,393                         |                           | \$4,793                         |                    | \$6,842                         |                    | \$4,463                         |
| \$116,000     |                    | \$2,393                         |                           | \$4,793                         |                    | \$6,842                         |                    | \$4,463                         |
| \$117,000     |                    | \$2,393                         |                           | \$4,793                         |                    | \$6,842                         |                    | \$4,463                         |
| \$118,000     |                    | \$2,393                         |                           | \$4,793                         |                    | \$6,842                         |                    | \$4,463                         |
| \$119,000     |                    | \$2,393                         |                           | \$4,793                         |                    | \$6,842                         |                    | \$4,463                         |
| \$120,000     |                    | \$2,393                         |                           | \$4,793                         |                    | \$6,842                         |                    | \$4,463                         |
| \$121,000     |                    | \$2,393                         |                           | \$4,793                         |                    | \$6,842                         |                    | \$4,463                         |
| \$122,000     |                    | \$2,393                         |                           | \$4,793                         |                    | \$6,842                         |                    | \$4,463                         |
| \$123,000     |                    | \$2,393                         |                           | \$4,793                         |                    | \$6,842                         |                    | \$4,463                         |
| \$124,000     |                    | \$2,393                         |                           | \$4,793                         |                    | \$6,842                         |                    | \$4,463                         |
| \$125,000     |                    | \$2,393                         |                           | \$4,793                         |                    | \$6,842                         |                    | \$4,463                         |
| \$126,000     |                    | \$2,393                         |                           | \$4,793                         |                    | \$6,842                         |                    | \$4,463                         |
| \$127,000     |                    | \$2,393                         |                           | \$4,793                         |                    | \$6,842                         |                    | \$4,463                         |
| \$128,000     |                    | \$2,393                         |                           | \$4,793                         |                    | \$6,842                         |                    | \$4,463                         |
| \$129,000     |                    | \$2,393                         |                           | \$4,793                         |                    | \$6,842                         |                    | \$4,463                         |
| \$130,000     |                    | \$2,393                         |                           | \$4,793                         |                    | \$6,842                         |                    | \$4,463                         |
| \$131,000     |                    | \$2,393                         |                           | \$4,793                         |                    | \$6,842                         |                    | \$4,463                         |
| \$132,000     |                    | \$2,393                         |                           | \$4,793                         |                    | \$6,842                         |                    | \$4,463                         |
| \$133,000     |                    | \$2,393                         |                           | \$4,793                         |                    | \$6,842                         |                    | \$4,463                         |
| \$134,000     |                    | \$2,393                         |                           | \$4,793                         |                    | \$6,842                         |                    | \$4,463                         |
| \$135,000     |                    | \$2,393                         |                           | \$4,793                         |                    | \$6,842                         |                    | \$4,463                         |
| \$136,000     |                    | \$2,393                         |                           | \$4,793                         |                    | \$6,842                         |                    | \$4,463                         |
| \$137,000     |                    | \$2,393                         |                           | \$4,793                         |                    | \$6,842                         |                    | \$4,463                         |
| \$138,000     |                    | \$2,393                         |                           | \$4,793                         |                    | \$6,842                         |                    | \$4,463                         |
| \$139,000     |                    | \$2,393                         |                           | \$4,793                         |                    | \$6,842                         |                    | \$4,463                         |
| \$140,000     |                    | \$2,393                         |                           | \$4,793                         |                    | \$6,842                         |                    | \$4,463                         |
| \$141,000     |                    | \$2,393                         |                           | \$4,793                         |                    | \$6,842                         |                    | \$4,463                         |
| \$142,000     |                    | \$2,393                         |                           | \$4,793                         |                    | \$6,842                         |                    | \$4,463                         |
| \$143,000     |                    | \$2,393                         |                           | \$4,793                         |                    | \$6,842                         |                    | \$4,463                         |
| \$144,000     |                    | \$2,393                         |                           | \$4,793                         |                    | \$6,842                         |                    | \$4,463                         |
| \$145,000     |                    | \$2,393                         |                           | \$4,793                         |                    | \$6,842                         |                    | \$4,463                         |
| \$146,000     |                    | \$2,393                         |                           | \$4,793                         |                    | \$6,842                         |                    | \$4,463                         |
| \$147,000     |                    | \$2,393                         |                           | \$4,793                         |                    | \$6,842                         |                    | \$4,463                         |
| \$148,000     |                    | \$2,393                         |                           | \$4,793                         |                    | \$6,842                         |                    | \$4,463                         |
| \$149,000     |                    | \$2,393                         |                           | \$4,793                         |                    | \$6,842                         |                    | \$4,463                         |
| \$150,000     |                    | \$2,393                         |                           | \$4,793                         |                    | \$6,842                         |                    | \$4,463                         |



| ANNUAL BASE SALARY    | SINGLE       | EMPLOYEE & SPOUSE/PARTNER | FAMILY       | PARENT/CHILD |
|-----------------------|--------------|---------------------------|--------------|--------------|
|                       | % of Premium | % of Premium              | % of Premium | % of Premium |
| Under \$20,000        | 4.50%        |                           |              |              |
| \$20,000 - \$24,999   | 5.50%        |                           |              |              |
| Under \$25,000        |              | 3.50%                     | 3.00%        | 3.50%        |
| \$25,000 - \$29,999   | 7.50%        | 4.50%                     | 4.00%        | 4.50%        |
| \$30,000 - \$34,999   | 10.00%       | 6.00%                     | 5.00%        | 6.00%        |
| \$35,000 - \$39,999   | 11.00%       | 7.00%                     | 6.00%        | 7.00%        |
| \$40,000 - \$44,999   | 12.00%       | 8.00%                     | 7.00%        | 8.00%        |
| \$45,000 - \$49,999   | 14.00%       | 10.00%                    | 9.00%        | 10.00%       |
| \$50,000 - \$54,999   | 20.00%       | 15.00%                    | 12.00%       | 15.00%       |
| \$55,000 - \$59,999   | 23.00%       | 17.00%                    | 14.00%       | 17.00%       |
| \$60,000 - \$64,999   | 27.00%       | 21.00%                    | 17.00%       | 21.00%       |
| \$65,000 - \$69,999   | 29.00%       | 23.00%                    | 19.00%       | 23.00%       |
| \$70,000 - \$74,999   | 32.00%       | 26.00%                    | 22.00%       | 26.00%       |
| \$75,000 - \$79,999   | 33.00%       | 27.00%                    | 23.00%       | 27.00%       |
| \$80,000 - \$84,999   | 34.00%       | 28.00%                    | 24.00%       | 28.00%       |
| \$85,000 - \$89,999   | 34.00%       | 30.00%                    | 26.00%       | 30.00%       |
| \$90,000 - \$94,999   | 34.00%       | 30.00%                    | 28.00%       | 30.00%       |
| \$95,000 - Over       | 35.00%       |                           |              |              |
| \$95,000 - \$99,999   |              | 30.00%                    | 29.00%       | 30.00%       |
| \$100,000 - Over      |              | 35.00%                    |              | 35.00%       |
| \$100,000 - \$109,999 |              |                           | 32.00%       |              |
| \$110,000 - Over      |              |                           | 35.00%       |              |

**Note:** All percentages are percentage of premium, not salary.



| PLAN/COVERAGE DESCRIPTION   | TOTAL    |
|---|----------|
| Medical Plans Available with Prescription Drug Program #204   |          |
| <b>CWA UNITY DIRECT* #023 — PPO Plan with \$15 Primary Care Copayment</b>                                     |          |
| Single  | \$319.02 |
| Member & Spouse/Partner   | \$638.05 |
| Family  | \$912.42 |
| Parent & Child  | \$593.39 |
| <b>CWA UNITY DIRECT 2019* #024 — PPO Plan with \$15 Primary Care Copayment</b>                                |          |
| Single  | \$317.34 |
| Member & Spouse/Partner   | \$634.69 |
| Family  | \$907.61 |
| Parent & Child  | \$590.26 |
| <b>PRESCRIPTION DRUG PROGRAM #204</b>   |          |
| Single  | \$55.18  |
| Member & Spouse/Partner   | \$110.36 |
| Family  | \$157.81 |
| Parent & Child  | \$102.63 |
| Medical Plans Available with Prescription Drug Program #203   |          |
| <b>HORIZON HMO #011 — HMO Plan with \$15 Primary Care Copayment</b>   |          |
| Single  | \$327.21 |
| Member & Spouse/Partner   | \$654.43 |
| Family  | \$935.84 |
| Parent & Child  | \$608.62 |
| <b>PRESCRIPTION DRUG PROGRAM #203</b>   |          |
| Single  | \$62.02  |
| Member & Spouse/Partner   | \$124.05 |
| Family  | \$177.39 |
| Parent & Child  | \$115.36 |
| Medical Plans Available with Prescription Drug Program #209   |          |
| <b>OMNIA HEALTH PLAN #057 — Tiered Plan with \$5 Primary Care / \$15 Specialist Care Copayment for Tier 1</b> |          |
| Single  | \$248.37 |
| Member & Spouse/Partner   | \$496.74 |
| Family  | \$710.34 |
| Parent & Child  | \$461.97 |
| <b>PRESCRIPTION DRUG PROGRAM #209</b>   |          |
| Single  | \$58.70  |
| Member & Spouse/Partner   | \$117.42 |
| Family  | \$167.89 |
| Parent & Child  | \$109.19 |

\* Members hired before July 1, 2019, will be enrolled in CWA UNITY DIRECT. Members hired after July 1, 2019, will be enrolled in CWA UNITY DIRECT 2019.



| PLAN/COVERAGE DESCRIPTION   | TOTAL    |
|---|----------|
| High Deductible Health Plans with Built In Prescription Drug                                  |          |
| <b>NJ DIRECT HD4000 #090 — High Deductible Health Plan with \$4,000 In-Network Deductible</b> |          |
| Single  | \$211.71 |
| Member & Spouse/Partner   | \$423.43 |
| Family  | \$605.51 |
| Parent & Child  | \$393.79 |
| <b>NJ DIRECT HD1500 #091 — High Deductible Health Plan with \$1,500 In-Network Deductible</b> |          |
| Single  | \$313.99 |
| Member & Spouse/Partner   | \$627.99 |
| Family  | \$898.03 |
| Parent & Child  | \$584.03 |

For copayments and deductibles, please refer to the *Plan Design Charts* on our website at: [www.nj.gov/treasury/pensions](http://www.nj.gov/treasury/pensions)

# **SIDE LETTER #1**

## **REGARDING ISP, JISP & CDS**

1. The Judiciary and the Union recognize that employees and management of the Intensive Supervision Program have unique concerns based on the nature of their program, field operations, and safety issues. Therefore the parties agree to continue a Joint Labor-Management ISP/JISP Policy and Procedures Committee. The recommendations of the Committee are advisory in nature and subject to the final approval of management.
2. The Committee shall meet at least quarterly or as mutually determined by the members.
3. A regular part of the Committee meetings and discussion will be efforts and progress in reducing and managing caseload, including periodic review of the assignment goals of no more than 19 average active cases for ISPs and no more than 15 average active cases for JISPs.
4. The ISP/JISP Labor/Management Policy and Procedures committees shall:
  - a) review case assignment procedures, taking into consideration the number of cases assigned to individual officers, based on geographic distribution and level of contact;
  - b) review ways to reduce report and memoranda preparation and inputting of information into computers without negatively impacting on program operations;
  - c) periodically review the uniform policy and procedures manual for both programs;
  - d) regularly discuss client-officer interaction/engagement protocols;
  - e) have as members, officers from each of the offices and/or regions selected by the CWA, added to each of the committees;
  - f) develop recommendations for any needed additional personal security or safety training;
  - g) investigate the appropriation of current communications devices which will better enable the officers to perform their responsibilities.