

# **AGREEMENT**

*BETWEEN*

**THE NEW JERSEY STATE JUDICIARY**

*AND*

**THE NEW JERSEY AFL-CIO JUDICIARY  
COUNCIL OF AFFILIATED UNIONS**



**Support Staff Supervisory Unit**  
*JULY 1, 2008 – JUNE 30, 2012*

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## PREAMBLE

**THIS AGREEMENT** is entered into effective July 1, 2008 by and between the New Jersey State Judiciary (hereinafter referred to as “the Judiciary” or “the Employer”) and the New Jersey AFL-CIO Judiciary Council of Affiliated Unions, (JCAU), (hereinafter referred to as “the Union”);

**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 within the parameters established by the Letter of Agreement between the New Jersey Judiciary and the labor representatives of its employees dated December 28, 1994 and the Judicial Employees Unification Act; and

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

**NOW, THEREFORE**, in consideration of the promises and mutual undertakings herein set forth, the parties agree with respect to the employees in the Support Staff Supervisory Unit as follows.

# ARTICLE 1

## RECOGNITION

### 1.1 Exclusive Representative

- (a) The Judiciary recognizes the Union as the exclusive representative of all its employees in the Support Staff Supervisory Unit, as certified by the Public Employment Relations Commission, which shall consist of both full-time and part-time employees, including but not limited to permanent, provisional, interim and unclassified employees, and excluding temporary hourly employees. The titles listed in Appendix A are included.
- (b) The Judiciary further agrees that it will not recognize, negotiate collectively with, or enter into contractual relations, either written or oral, with any other labor organization with respect to the negotiating unit covered by this Agreement.

### 1.2 Unit Composition

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

## **ARTICLE 2**

### **LABOR-MANAGEMENT RELATIONS**

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

The parties shall each endeavor to insure that relations between them are characterized by mutual responsibility and respect, and that all employees and representatives of the parties are treated in accordance with accepted standards of courtesy and respect for individual dignity.

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

The parties agree 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 legally protected union activities.

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

The Judiciary and the Union shall continue their joint participation in the existing labor-management committees. Each of the parties shall appoint their own representatives from time to time to serve on the committees, maintaining a balance between labor and management members. It is understood that the position of chairperson or facilitator within the committees shall be rotated periodically between labor and management, and any minutes which may be taken on behalf of the committees shall be provided to the committee members along with such other representatives as the parties may designate. All labor-management committee meetings shall be scheduled by mutual agreement between labor and management as far in advance as possible. Management shall take responsibility for notifying all supervisors of the next committee meeting. Individual employees shall also furnish their respective supervisors with as much advance notice as possible of the meetings. Employees' supervisors shall make reasonable efforts to schedule work so that reasonable time off is provided to attend to committee business, consistent with the operational needs of the Judiciary. The Judiciary and the Union must reach agreement before any new labor-management committee is established by either party.

#### **2.4 Rules**

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

## **ARTICLE 3**

### **UNION RIGHTS**

#### **3.1 Access**

Union officials shall have access to the premises of the Judiciary to investigate grievances and for other purposes related to the role of the Union as exclusive representative. The Union shall provide 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. Consistent with Judiciary policies, employees will be permitted reasonable use of office equipment and inter-office mail, including E-mail, for matters involving Union representation of unit employees in connection with their Judiciary employment. Union staff shall also be permitted reasonable use of inter-office mail for such matters relating to union representation of unit employees. 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. 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 post cards for newly hired employees to complete, including, name, address, title, date of hire, and other employment data. In addition, the Union may supply information packets concerning Union membership and representation. Upon receipt of such information post cards and packets, the Judiciary will distribute them to new employees at the same time that employees are required to fill out initial personnel and payroll forms. The card may be filled out by the new employee and if so, the employer will forward the card to the Union by mail.
- (b) If orientation meetings are held for new employees, the Union shall be given reasonable advance notice, which normally shall be at least one week in advance of the meeting and shall be permitted to make a brief presentation and provide union information. For purposes of this Article, meetings conducted by Human Resources personnel regarding employee benefits are not considered to be orientation meetings. A claim by the Judiciary that the Union has inappropriately exercised its options provided for herein shall be presented to and discussed with the Union, and the Union shall take appropriate action to resolve the claim.

### 3.3 Union Bulletin Boards

The Judiciary will make space available on existing bulletin boards for the exclusive use of the Union in central locations and in work areas where there are large numbers of employees covered by this Agreement. The space provided in each bulletin board will minimally approximate 30 inches by 30 inches or an equivalent, which shall be shared with all bargaining units represented by the JCAU. If the Union desires bulletin boards at other locations, then it may request permission to provide its own bulletin boards. Such requests will not be unreasonably denied.

Appropriate material on such bulletin boards shall be posted and removed by representatives of the Union. The material shall not contain anything profane, obscene or defamatory with respect to the Judiciary or its representatives and employees nor anything constituting partisan political activity. No material pertaining to another union shall be posted on bulletin boards for this Union. Materials which violate provisions of this Article shall not be posted by the Union. Material to be posted will consist of the following:

- (a) Union elections and results thereof;
- (b) Union appointments;
- (c) Union meetings and activities;
- (d) Social and recreational events of the Union;
- (e) Reports of official Union business and achievements.

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

### 3.4 Personnel Data

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

### 3.5 Union Leave

- (a) **Paid leave for Union activity.** Each calendar year the Judiciary shall provide a pool of paid leave days as set forth in Appendix B for employees designated by the Union to attend meetings, conventions and workshops.

Such days shall be shared between the Support Staff Supervisory and Support Staff units. The following provisions shall apply:

1. Requests for such leave shall be submitted by or with the authorization of an appropriate Union representative with as much advance notice to management as possible to avoid disruption of the workflow.
  2. Approvals of such requests shall not be unreasonably denied.
  3. It is understood that no individual may use more than twelve (12) days per calendar year under this clause except that an individual serving as an officer in a local union may use up to six (6) days per calendar year to attend executive board meetings without charge to the twelve (12) day cap set forth herein.
  4. After July 1, as the need arises, the Union shall notify the Chief of Labor Relations in writing if it wishes to transfer any unused Union leave days from one designated county (including the Central Office in Trenton) to another shall be in effect for the term of this contract. No designated county may exceed its regular allocation of days for the year by more than 20% as a result of such transfers. Any leave not utilized in a calendar year period shall not be carried forward to the next calendar year and shall be forfeited. The transfer of Union leave program provided for herein shall become effective in calendar year 2008 and shall be on a trial basis for calendar years 2009, 2010 and 2011.
- (b) **Unpaid leave for Union activities.** In addition to paid Union leaves, employees designated by the Union may request unpaid leaves for Union activities, subject to approval by the Judiciary. Such approval will be considered in the context of the operations of the Judiciary as well as the amount of leave requested by any individual. Approval of such requests shall not be unreasonably denied.
- (c) **Leave for Union office.** Any employee elected or appointed to Union office shall be permitted to take an unpaid leave of absence for the duration of his or her tenure in office in accordance with DOP regulations.
- (d) **Paid Leave for Statewide Steward Training.** In addition to the leave provided for in subsections (a) to (c) above, a maximum of 150 paid leave days shall be permitted on a calendar year basis for the term of this contract (2008-2012) for employees who are designated as Union representatives in the workplace to attend statewide steward training sponsored by the JCAU.

There shall be no carryover of any unused statewide training days from one calendar year to the next and the matter of any statewide steward training days beyond the term of this contract shall be subject to negotiations for a successor agreement.

## ARTICLE 4

### UNION SECURITY

#### 4.1 Dues Check-off

- (a) The Judiciary agrees to have union dues deducted from the regular paycheck of any employee who submits an authorization in writing on the proper form to the appropriate personnel office, which shall forward it to the Centralized Payroll Section, Department of the Treasury. Deductions will be reflected as soon as possible.
- (b) The amount of dues to be deducted shall be certified to the Judiciary by the Union. The Judiciary shall remit the dues to the Union together with a list of the employees and the amounts deducted from each by the last day of the month following the calendar month in which such deductions are made. Should an employee change from one affiliate's jurisdiction to another affiliate's jurisdiction, his/her dues deduction shall be changed accordingly.
- (c) In the event any employee wishes to withdraw his/her authorization for dues deduction, it must be done by written notice to the Judiciary timely filed between May 15 and June 15. Deductions shall be terminated as of July 1 of the year following the date on which the notice of withdrawal was submitted. Dues deductions shall be terminated only upon receipt of such notice or upon the employee's departure from the represented unit. The Judiciary shall furnish a copy of all withdrawal notices to the Union by June 30 of each year.
- (d) Dues deductions for any employee in this bargaining unit shall be limited to those dues assessed by the Union.

#### 4.2 Representation (Agency) Fees

- (a) Subject to the conditions set forth in the paragraphs below, all eligible non-member employees in this unit will be required to pay to the majority representative a representation fee in lieu of dues for services rendered by the majority representative for the term of this Agreement. Nothing herein shall be deemed to require any employee to become a member of the majority representative.
- (b) It is understood that the implementation and/or continuation of the agency fee program is predicated on the demonstration by the Union that more than 50% of the eligible employees in the negotiating unit are dues paying members of the Union.

- (c) After this Agreement is signed and approved, and thereafter on June 30 in each year of the Agreement, an assessment shall be made to determine if the minimum percentage of required membership has been exceeded. If it has, the agency fee shall continue until the following annual assessment. If it has not, the agency fee will be discontinued and eligibility for reinstatement shall be on a quarterly basis as provided below.
- (d) If the agency fee is discontinued, an assessment shall be made at the end of each calendar quarter, thereafter (September 30, December 31, March 31 and June 30) to determine if the minimum percentage is exceeded. If the minimum percentage is exceeded, the agency fee plan shall be reinstated with proper notice to affected employees.

#### **4.3 Amount of Fee**

- (a) Prior to the beginning of each contract year, the Union will notify the Judiciary in writing of the amount of regular membership dues, initiation fees and assessments charged by the Union to its own members for that contract year, and the amount of the representation fee for that contract year.
- (b) The representation fee in lieu of dues shall be in an amount equivalent to the regular membership dues, initiation fees and assessment charged by the majority representatives to its own members less the cost of benefits financed through the dues, fees and assessments and available to or benefiting only its members, but in no event shall such fee exceed 85% of the regular membership dues, fees and assessments.

#### **4.4 Deduction and Transmission of Fee**

- (a) After verification by the Judiciary that an employee must pay the representation fee, the fee will be deducted for all eligible employees in accordance with this Article.
- (b) The mechanics of the deduction of representation fees and the transmission of such fees to the Union will, as nearly as possible, be the same as those used for the deduction and transmission regular membership dues to the Union.
- (c) The Judiciary shall deduct the representation fee from a new employee as soon as possible after thirty (30) days from the beginning date of employment in a position in this unit.

#### **4.5 Demand and Return System**

- (a) The representation fee in lieu of dues only shall be available to the Union if the procedures hereafter are maintained by the Union. The burden of proof under this system is on the Union.
- (b) The Union shall return any part of the representation fee paid by the employee which represents the employee's additional pro-rata share of expenditures by the Union that is either in aid of activities or causes of a political or ideological nature only incidentally related to the terms and conditions of employment, or applied toward the cost of other benefits available only to members of the majority representative.
- (c) The employee shall be entitled to a review of the amount of the representation fee by requesting the Union to substantiate the amount charged for the representation fee. This review shall be in conformance with the internal steps and procedures established by the Union.

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

- (a) Prior to the commencement of payroll deductions of the representation fee in lieu of dues for any dues year, the majority representative shall provide all persons subject to the fee with an adequate explanation of the basis of the fee, which shall include:
  - (1) A statement verified by an independent auditor or by some other suitable method of the expenditures of the majority representative for its most recently completed fiscal year. The statement shall set forth the major categories of expenditures and shall also identify expenditures of the majority representative and its affiliates which are in aid of activities or causes of a political or ideological nature only incidentally related to the terms and conditions of employment or applied toward the cost of benefits only available to nonmembers of the majority representative.

- (2) A copy of the demand and return system established by the majority representative as set out on N.J.S.A. 34:13A-5.6, including instructions to persons paying the representation fee in lieu of dues as to how to request review of the amount assessed as a representation fee in lieu of dues.
  - (3) The name and address of the financial institution where the majority representative maintains an account in which to escrow portions of representation fees in lieu of dues which are reasonably in dispute. The interest rate of the account in effect on the date the notice required by (1) above is issued shall also be disclosed.
  - (4) The amount of the annual representation fee in lieu of dues, or an explanation of the formula by which the representation fee is set, and the schedule by which the fee will be deducted from pay.
- (b) The majority representative shall provide a copy of the demand and return system referred to in (a) above to the Administrative Director. The deduction of the representation fee shall be available only if the Union establishes and maintains this review system.

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

#### **4.7 Judiciary and State of New Jersey Held Harmless**

- (a) The Union shall indemnify and hold the Judiciary and the State of New Jersey harmless with respect to any claims or other actions arising out of compliance with this Article by the Judiciary and/or the State of New Jersey. Neither the Judiciary, the State nor the employee shall be responsible for any back payment of the representation fee for any cause upon the entry or reentry of the employee into the Union.
- (b) If violations of any time frame occur regarding representation fee deduction, and they are brought to the attention of the Judiciary and the State, the Judiciary and the State shall review the matter and solve the problem on a prospective basis.

#### **4.8 Legal Requirements**

The parties acknowledge that this Article should be applied consistent with all other requirements set by the rules of the Public Employment Relations Commission Appeal Board.

## ARTICLE 5

### HOURS OF WORK

#### 5.1 Work Schedules

- (a) Current work schedules shall be maintained, except as provided herein. Daily work schedules shall include two 15-minute breaks, one in the forenoon and one in the afternoon. The normal daily work schedule shall include a provision for an unpaid mid-day lunch break, the length of which shall be in accordance with established past practice. Work schedules shall be understood to include flex-time arrangements that have been approved in writing by the appropriate senior manager. The scheduling of the lunch period and the two 15-minute breaks shall take into consideration both the operational needs of the Judiciary and the employees' need for timely and periodic relief.
- (b) Work schedules shall be subject to change if the Judiciary determines it to be necessary. In such case, the Judiciary shall provide written notice to the Union at least 30 days in advance of the change, but in no instance less than 15 days. Upon request by the Union, the parties shall make every effort to meet prior to the change and discuss the proposed changes, at least 15 days prior to implementation and negotiate over the economic impact of the changes.
- (c) Full-time workweeks shall be 35 hours.

#### 5.2 Flex-Time and Alternative Arrangements

- (a) The Judiciary may permit flex-time, job sharing, telecommuting and/or alternative workweek schedules, described by N.J.A.C. 4A:6-2.6 and 2.7, to accommodate operational and/or employee needs, provided participation by employees is voluntary. This provision shall not limit the rights of the Judiciary with respect to work schedules and the change of work schedules as set forth herein. Implementation of such arrangements must be approved in writing in advance by the Senior Manager. Daily flextime and/or alternate work week schedules shall include two fifteen minute breaks, one in the first half of the shift and one in the second half of the shift as well as an unpaid meal break of at least one-half hour. Employees working more than 7 hours may add a second half-hour unpaid meal break to the work day.
- (b) The parties will continue a Judiciary Work Life Task Force to identify and evaluate flexible work arrangements and assist in implementation of such arrangements that are feasible and enhance service to the public.

## **ARTICLE 6**

### **OVERTIME**

#### **6.1 Definition**

Overtime shall consist of time worked in excess of the regular full-time workweek. For purposes of overtime computation, all time in pay status, whether worked or unworked (i.e., vacation, sick, administrative leave time or compensatory time used), shall be regarded as time worked. Note: See N.J.A.C. 4A:3-5.3C1.

#### **6.2 Overtime Compensation**

- (a) Employees shall be compensated for overtime at the rate of time and one-half either in cash payment or compensatory time off at the discretion of the appointing authority for hours worked in excess of 35 hours in a work week. Those employees participating in an approved alternate workweek program will receive compensation at the rate of time and one-half either in cash payment or compensatory time at the discretion of the appointing authority for hours worked in excess of 70 hours in a pay period. Work credited toward overtime compensation must be rounded up or down to the nearest half hour. 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. 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.
- (b) Employees who are unable to take their paid breaks due to the demands of work will receive equivalent straight time compensatory time off. This provision shall only be applicable with knowledge and approval by the appointing authority or designee on the day the loss of the paid break occurs.
- (c) When employees are not provided with 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 that request.

### **6.3 Administrative Code**

Unless otherwise provided in this Article, overtime compensation shall be consistent and calculated in accordance with the Administrative Code N.J.A.C. 4A:3-5.

### **6.4 Overtime Meal Allowances**

Employees who work overtime more than 2 hours past their normal shift shall be entitled to take a half-hour dinner break without loss of pay. Employees who work more than three and one-half (3 1/2) hours on a day other than their normal scheduled workday shall be entitled to take a 1/2 hour meal break without loss of pay.

### **6.5 Equalization of Overtime**

Overtime opportunities within a job title shall be offered as equitably as possible 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 or, if feasible, within the Division at the affected job location, 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 on 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 shall be given reasonable advance notice of the assignment to work overtime. Whenever practical, such notice shall be given 48 hours before the assigned overtime.

# ARTICLE 7

## SALARIES AND WAGES

### 7.1 The Judiciary's Compensation Plan

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

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

### 7.2 Across-the-Board Salary Increases

The following salary increases shall be provided to eligible employees in the unit within the applicable policies and practices of the Judiciary 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

First full pay period July 2008	3.0%
First full pay period July 2009	3.0%
First full pay period July 2010	3.5%
First full pay period July 2011	3.5%

#### B. Minimums and Maximums

The minimum and the maximum salaries for each title listed in Appendix A shall be increased by the amount of the across-the-board salary increases. An employee who has been at the maximum for at least 24 full calendar months as of pay period 2 in any calendar year will be advanced to Maximum 2 (i.e., 3.3% above the maximum), to be effective at the beginning of that pay period.

### **7.3 Salary progression within a Salary Band/Level**

Commencing on the first day of the second pay period of each calendar year, employees shall have their salaries increased in accordance with the following:

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/her annual base salary increased by 4.0% or 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/her annual salary increased above the maximum.

### **7.4 New Hires and Employees on a Leave of Absence**

1. 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 7.3 above.
  - a. A pro-rata portion equals 1/12 of the full salary progression amount for each full month worked.
  - b. Employees who begin employment on the first through the eighth day of a month receive full credit for the month; employees who begin their employment on the ninth through the twenty-third day of the month receive half credit for the month; employees who begin their employment after the twenty-third day of the month receive no credit for the month.
2. New employees hired 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 7.3 above.
3.
  - a. 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 pay period 1 through pay period 26, will receive a pro-rata portion of these payments (1/12 for every completed month of employment) as follows:
    - b. For every ten days that an 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 in one salary band level to a position in another salary band and that salary band level has a higher maximum salary. For

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

- (b) An employee who is promoted or advanced from a position in one salary band level to a position in another salary band level will be given a 5% increase in salary provided that the new salary band level has a higher maximum. Notwithstanding the above, no employee shall earn less than the minimum of the new salary band level nor earn more than the maximum of the new salary band level.
- (c) 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 in a higher band level shall receive the 5% promotional/advancement increase to their base salary consistent with section 7.5A, above, for the time period the employee serves in an acting capacity.

## **7.6 Demotions**

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

Any employee who is assigned by a manager or supervisor on a temporary basis to substantially perform the duties of a higher titled position which are not included in the employee’s current title because there is a vacancy or for which the current incumbent is on leave, suspended or temporarily assigned elsewhere will be entitled to a differential of \$2.00 per hour for the duration of such assignment. Effective for calendar year 2009 out of title compensation shall be \$2.25 per hour, effective calendar

year 2010 the out of title pay compensation shall be \$2.50 per hour, and effective calendar year 2012 the out of title compensation shall be \$3.00. Disputes as to whether the duties being performed are within the employee's current title shall be submitted to the Classification Unit with notice of such dispute submitted to the TCA or Senior Manager who may intervene and resolve the dispute. If the dispute is not resolved by the TCA or Senior Manager, it will be resolved by the Classification Unit.

- (a) Substantially perform the duties of a higher title position shall mean that such duties are performed for at least two (2) hours during a given workday.
- (b) It is understood that the provision shall apply not only to work within the employee's bargaining unit, but also to work belonging to other JCAU units or outside the Union's bargaining units. Unless the employee is reclassified into another unit, however, he or she shall remain in the same bargaining unit.
- (c) This section shall not be construed as replacing normal advancement or promotional procedures. It is understood that this provision will replace all past vicinage and central office practices as they relate to an employee performing out of title work.
- (d) It is understood that any employee other than a JC3 or JC4 who performs work in a courtroom while court is in session without a JC3 or JC4 present and where such work is other than performance of general clerical duties such as recorder operation, stenography or duties such as those primarily assigned to Court Services Representatives will be deemed to be performing out of title work.
- (e) Any employee who is assigned to train an employee serving in a higher title shall be deemed to be performing out of title work. For purposes of this subsection, "training" will be understood as having the responsibility of instructing, or demonstrating to another employee in the proper performance of job tasks for the purpose of making the employee proficient in some designated aspect of the job.

## **7.8 On-Call Pay**

No employee shall be involuntarily assigned to on-call duty, except for employees in the Information Technology Band. Employees who are on-call during their non-working hours shall be paid in cash or compensatory time-off, at the discretion of the appointing authority, for time actually worked at the rate of one and one-half times their regular hourly pay for hours worked in excess of 35 hours in a work week. However, employees may request the option to receive cash or compensatory time off, in which case the appointing authority shall make every reasonable effort to accommodate the request.

## **7.9 Call-Outs**

Each time an employee is called to resume work outside of his/her regular work hours the employee shall be compensated for not less than two hours of work, at the appropriate rate. Commutation time is not included and will not be compensated.

## 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 is applicable to employees covered by this contract. Subject to the conditions specified below, full-time employees may elect coverage through a PPO (NJ DIRECT15) or an HMO approved by the State Health Benefits Commission.
2. Effective the first full pay period of July 2008 and continuing through the term of the Agreement, employees will pay 1.5% of their annual base salary as a contribution to be used for the express purpose of sharing the cost of health benefits provided by the State. The parties agree that there shall be no open enrollment period triggered by this contribution. Should an employee voluntarily waive all coverage, including prescription drug, under the State Health Benefits Plan ("SHBP") and provide a certification to the State that he/she has other health insurance coverage, the State will waive the 1.5% contribution for that employee.
3. Active eligible employees will be able to enroll in a PPO (NJ DIRECT15), with a national network and the same benefit design as the previous NJ Plus plan, except as modified below. In the alternative, active eligible employees will be able to elect to participate in an HMO. As of the effective date of the new coverage, eligibility for the Traditional Plan and the NJ Plus plan will be discontinued.
4. State statute specifically prohibits two employees/retirees who are both enrolled in the SHBP and who are married to each other, civil union partners, or eligible domestic partners from enrolling under both of the SHBP's HMO plans. One member may belong to an HMO as an employee or as a dependent but not as both.

For example, if two members are married to each other, each may enroll for single coverage under either of the HMOs, or one member can enroll the other as a dependent under an HMO if the other person enrolls in NJ DIRECT15.

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

In cases of divorce, dissolution of a civil union or domestic partnership, or single parent coverage of dependents, there is no coordination of benefits under two HMO plans.

5. Effective July 1, 2008, in-network doctor visit co-pays, including specialist co-pays, will increase from \$10 to \$15. There will be a co-pay of \$15 for the first in-network prenatal visit; subsequent in-network prenatal visits are 100% covered. The emergency room co-pay will increase from \$25 to \$50, which is waived if the individual is admitted.
6. Active employees will be able to use pre-tax dollars to pay contributions to health benefits under a Section 125 premium conversion option. All contributions will be by deductions from pay.
7. Effective January 1, 1996, consistent with law, the State will no longer reimburse active employees or their spouses for Medicare Part B premium payments.

**B. Prescription Drug Program**

1. The State shall continue the Prescription Drug Benefit Program during the period of this Agreement. The program shall be funded and administered by the State. It shall provide benefits to all eligible unit employees and their eligible dependents. Each prescription required by competent medical authority for Federal legend drugs shall be paid for by the State from funds provided for the Program subject to a deductible provision which shall not exceed the amount set forth below for the prescription or renewal of such prescription and further subject to specific procedural and administrative rules and regulations which are part of the Program.
2. Prescription drug copays will be as set forth below. Changes will be effective July 1, 2008.

**Non-Mail Order**

Tier 1 (Generics) -- \$3

Tier 2 (Brand names where there is no generic equivalent and brand names where the employee's doctor certifies that the employee is medically unable to take the generic version of the medication) -- \$10

Tier 3 (Brand names where there is a generic equivalent, unless the employee meets the standard set forth above) -- \$25

## **90 Days Mail Order**

Tier 1 (Generics) -- \$5

Tier 2 (Brand names where there is no generic equivalent and brand names where the employee's doctor certifies that the employee is medically unable to take the generic version of the medication) -- \$15

Tier 3 (Brand names where there is a generic equivalent, unless the employee meets the standard set forth above) -- \$40

### Dispute Resolution Mechanism for Generic Claims/Procedures for Tier 3 Exceptions

In the event that an employee's physician certifies that the employee is medically unable to take the generic version of medication, said certification shall be sent to the employee's carrier for review utilizing procedures for approval of said certification that are consistent with those for the approval of treatment or services by the carrier. Appeals from decisions by the carrier shall be consistent with the internal appeal process of each carrier. Any such decision is not subject to the grievance procedure in this contract.

## **C. Dental Care Plan**

1. Full-time employees and eligible dependents shall be eligible for the State-administered Dental Care Program.
2. Participation in the Program shall be voluntary with a condition of participation being that each participating employee authorize a biweekly salary deduction not to exceed 50% of the cost of the type of coverage elected, e.g. individual employee only, husband and wife, parent and child or family coverage.
3. Each employee shall be provided with a brochure describing the details of the Program and enrollment information and the required forms.
4. Participating employees shall be provided with an identification card to be utilized when covered dental care is required.
5. An optional Group Dental Program, which will provide services through specific dental clinics, will be made available to employees in this unit. Participation in this program shall be voluntary with a condition that each participating employee authorizes a biweekly salary deduction not to exceed 50% of the cost of the coverage for a one-year period. Employees will be able to enroll in only one of the two programs or in no program at

all.

**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 23 years of age who live with the employee in a regular parent-child relationship). The extension of benefits to dependents shall be effective only after the employee has been continuously employed for a minimum of sixty (60) days. Effective July 1, 2005, the eyeglass benefit will increase by \$5.00 pursuant to the current biannual formula.
2. Full-time employees and eligible dependents as defined above shall be eligible for a maximum payment of \$35.00 or the cost, whichever is less, of an eye examination by an Ophthalmologist or an Optometrist.
3. Each eligible employee and dependent may receive only one payment for examinations and one payment for glasses during each of the 24-month period beginning July 1, 2003. Proper affidavit and submission of receipts are required of the employee in order to receive payment.

**8.2 State Health Benefits Program for Retirees**

- (a) The State agrees to assume upon retirement, the full cost of the Health Benefits coverage for State employees and their dependents including the cost of charges under Part B of the Federal Medicare Program for eligible employees and their spouses, but not including survivors, for employees who accrued 25 years of pension service credit, as provided under the State plan, by July 1, 1997, and those employees who retired for disability on the basis of fewer years of pension credit in the State plan by July 1, 1997.
- (b) Those employees who accrued 25 years of pension service credit or retired on a disability retirement during the period from July 1, 1997 through June 30, 2000 are eligible to receive the following when they retire:
  - (1) Employees in this group who elect upon retirement to enroll in the PPO (NJ DIRECT15) or any of the approved HMO Plans shall not have to contribute to the cost of any premium for health insurance coverage.
  - (2) Employees in this group who elect upon retirement to enroll NJ DIRECT10 and earn \$40,000 or more in base salary in the year

they retire shall pay the difference between the cost of NJ DIRECT10 and the average of the cost to the State of the PPO (NJ DIRECT15) and the approved HMO Plans for health insurance coverage.

- (3) Employees in this group who elect upon retirement to enroll in NJ DIRECT10 and earn less than \$40,000 in base salary in the year they retire shall pay 1% of their annual base pay at retirement but not less than \$20.00 a month for health insurance coverage.
  - (4) Employees in this group shall receive Medicare Part B reimbursement after retirement up to a cap of \$46.10 per month per eligible employee and the employee's spouse.
- (c) Those employees who accrued 25 years of pension service credit or retired on a disability retirement during the period from July 1, 2000 through June 30, 2008 are eligible to receive the following when they retire:
- (1) Employees in this group who elect upon retirement to enroll in the PPO (NJ DIRECT15) or any of the approved HMO Plans in retirement shall not have to contribute to the cost of any premium for health insurance coverage.
  - (2) Employees in this group who elect to enroll in NJ DIRECT10 shall pay 25% of the premium cost of NJ DIRECT10 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.
- (d) Employees who accrue 25 years of pension service credit after June 30, 2008 and before July 1, 2012 or who retire on a disability pension 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 the applicable plan (NJ DIRECT15 or HMO) 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 Health Risk Assessment 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.

- (e) Those employees who accrue 25 years of pension credit or retire on a disability retirement on or after July 1, 2012 will be subject to the provision of paragraph (d) above, unless superseded by collective negotiations or law.
- (f) All retirees who elect approved HMO's may choose only one family policy, regardless of retirement date.
- (g) Employees hired on or after July 1, 1995, will not receive any reimbursement for Medicare Part B after retirement.
- (h) Employees who elect deferred retirement are not entitled to health benefits under this provision.

### **8.3 Benefits Levels and Continuation of Coverage**

The Judiciary will initiate no reduction in benefits or increases in coinsurance, co-payments or deductibles paid by employees participating in (a) NJ DIRECT or an HMO, (b) Prescription Drug Plan, (c) Dental Care Plan, or (d) Eye Care Program, absent mutual agreement between the Judiciary and the Union during the term of this agreement.

### **8.4 Video Display Operators**

Full-time employees who operate Video Display Terminal (VDT) machines on a full-time basis shall be eligible for annual eye exams. Such employees shall also be eligible for reimbursement for the cost of glasses, should there be a change in the employee's lens prescription. Reimbursement rates are those established in the State's Vision Care Program.

## **ARTICLE 9**

### **DISCIPLINARY ACTIONS**

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

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.

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

(a) Discipline shall consist of major and minor discipline which shall include written reprimands, suspensions, disciplinary demotions, and removals from service.

(b) Major discipline shall include: (1) removal; (2) disciplinary demotion; (3) suspension for more than five working days per incident; (4) suspension for five working days or less if the aggregate number of working days for which the employee is suspended in the calendar year is fifteen or more; (5) any suspension if the employee has already received at least three minor suspensions during the calendar year.

(c) Minor discipline shall include written reprimand, and a suspension of five (5) working days or less.

(d) Counseling and warnings are not discipline and as such are not subject to the grievance or arbitration provisions of this contract and are not appealable under any provisions of this Article. Therefore, records of counselings and warnings will not be part of the official personnel record of the employee, but appropriate supervisors and managers may maintain records of such counselings and warnings and may use such counselings and warnings in disciplinary proceedings for the purpose of showing that the performance or conduct was discussed with the employee.

#### **9.3 Just Cause**

(a) Discipline shall be imposed for just cause only. 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 for acts which would constitute a crime.

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

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

(c) After twelve (12) consecutive months without further discipline of the employee in question, management shall not consider past written reprimands in deciding the level of discipline to impose for subsequent disciplinary actions, except that reprimands for chronic or excessive absenteeism may be relied upon in determining the level of discipline for a period of twenty-four (24) consecutive months following the date of issue of the reprimand.

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

#### **9.4 Union Representation during Questioning**

(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 have Union representation during such questioning. If the Judiciary reasonably anticipates that discipline may result, it shall insure that employees who are being questioned are advised of this entitlement.

(b) Where 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.

(c) Union representation may include a Shop Steward (a bargaining unit representative) and a National and Local Staff representative.

#### **9.5 Information to be Provided**

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

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

(c) In the event the Union is representing the disciplined employee, the Judiciary shall have a duty to provide discovery to the Union as soon as may be reasonably practicable, but in no case less than five (5) working days prior to a hearing. Such discovery shall include copies of all documents and other information which is relied upon by the Judiciary to determine the charges and the penalty imposed on an employee, provided that any proprietary information not relevant to the proceeding which is contained in any document that pertains to a client of the Judiciary may be deleted from the documents. Upon request, the Union shall also disclose any documents or witnesses which it intends to introduce at the hearing as soon as may be reasonably practicable, but in no

case less than two (2) working days prior to a hearing. The discovery provisions herein do not limit the Union's rights otherwise available under law.

## **9.6 Appeal Procedures**

### **(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 Chair of the JCAU 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, employees may request a hearing in writing which shall be held within fifteen (15) business days of the receipt of the request unless mutually agreed otherwise. If no hearing is requested within ten (10) business days, it is deemed waived and a Final Notice of Minor Disciplinary Action shall be issued and discipline shall be imposed.

(3) The employee may be represented at the hearing by a Union representative or representatives as described in 9.4 above. The Judiciary shall issue a decision and furnish the employee and the union with a Final Notice of Minor 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 which could negatively impact upon such officer's ability to be impartial.

(5) Hearings shall be conducted in the location where the discipline occurred.

(6) Departmental hearings of minor discipline involving written reprimands shall be conducted by a local hearing officer.

(7) Departmental hearings of minor discipline involving suspensions shall be conducted by a hearing officer assigned from the Counsel's Office. The scheduling of said hearing will be mutually agreed between management, the hearing officer and the union.

(8) Requests for Adjournments shall be granted for exceptional circumstances. If the employee or the union requests an adjournment of the disciplinary hearing, management may impose the discipline even

though a departmental hearing has not yet occurred. Imposition of the 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 requested discovery materials within five (5) business days prior to the hearing, and such materials are requested in a timely manner; or if a key witness is unavailable, the union may request and be granted an adjournment with no imposition of the proposed discipline. In exceptional circumstances, other than as described herein, the union may explain a need and request a short adjournment to the Counsel's Office.

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

(10) Classified employees may appeal this decision to the Merit System Board in accordance with Department of Personnel regulations.

(11) Minor discipline is not subject to the grievance or arbitration provisions in this contract.

(12) Advisory Arbitration Pilot - Both parties agree to pilot arbitration of minor discipline, as set forth in side letter #2008-01.

(b) Major Discipline

(1) Within ten (10) business days after receiving a Preliminary Notice of Disciplinary Action for classified employees or a Notice of Discipline for unclassified employees, a hearing may be requested in writing which shall be held in fifteen (15) business days unless agreed otherwise.

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

(2) The employee may have Union representation at the hearing as described in 9.4 above. Unless otherwise agreed, 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.

(3) Classified employees may appeal this decision to the Merit System Board in

accordance with Department of Personnel regulations.

Time periods for major discipline of classified employees shall be consistent with the Administrative Code.

(4) Departmental hearings referenced in 9.6(b)(1) shall be conducted by Hearing Officers assigned by the Appointing Authority through Counsel's Office. The union shall be notified of the appointed designee. The hearing officer shall conduct a hearing in a manner which allows the parties to fairly present the case; and such 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 which could negatively impact upon such officer's ability to be impartial. Hearing officers shall make findings of fact and an advisory recommendation to the Appointing Authority. A copy of the hearing officer's decision will be provided to the parties. The Appointing Authority or 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) Unclassified employees may appeal the Appointing Authority's decision on major discipline through the union to advisory arbitration in accordance with the following procedures:

i. 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.

ii. 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.

iii. 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 consistent with applicable law and this Agreement. The

fees and expenses of the arbitrator shall be divided equally between the parties, and any other cost of the arbitration proceeding, including the cost of recording, shall be borne by the party requesting the services.

iv. 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) days to the appointing authority after the close of the hearing.

v. Prior to issuing a formal decision not to accept an advisory decision, in whole or in part, the Administrative Director will meet with the Union to discuss that decision.

## **9.7 Miscellaneous Provisions**

(a) No loss of pay shall be suffered by any employee, including Union representatives and witnesses, as a result of attendance at disciplinary hearings during working hours. If outside of working hours, such 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 stay pending a final decision by the appropriate Appointing Authority and/or designee, unless otherwise provided under the Administrative Code.

(c) If a disciplinary appeal is decided in favor of the employee, the arbitrator or 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.

(d) Hearings conducted pursuant to this provision shall provide, at a minimum, for examination and cross examination of witnesses and procedures to determine the admissibility of evidence to be introduced. Either party may make a verbatim record of the hearing through a certified court reporter or tape recording and shall provide the other party with a copy of the record without charge.

(e) Employees serving a working test period may appeal the departmental decision to the New Jersey Merit System Board in accordance with the New Jersey Department of Personnel regulations.

(f) Except as herein provided major disciplinary actions are neither grievable nor arbitrable and are only appealable in accordance with the provisions of this Article.

# **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). For purposes of this Contract, terms and conditions of employment shall be those matters which intimately and directly affect the work and welfare of the employees covered hereunder.

### **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 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.

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

(e) Where the subject of a grievance suggests it is appropriate, and where the parties mutually agree, such grievance may be initiated at or moved to any step of the procedure, prior to arbitration without hearing at a lower step. Agreement shall not be unreasonably withheld. However, grievances shall generally be resolved at the lowest possible level. Grievances shall not be initiated directly at Step 3 if it is determined by either party that a factual record should be established at the local level. A grievance filed initially at Step 3 with Counsel's Office must include the written consent of the Chief of Labor and Employee Relations and shall be submitted within thirty (30) business days from the date of occurrence giving rise to the grievance or within thirty (30) business days of the time the occurrence is known to the Union, whichever is later.

(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 consent which shall normally be confirmed in writing. 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 failure of the Judiciary to respond within the prescribed time, as may be extended by mutual consent, constitutes denial of the grievance.

(g) The Union representative shall have the right directly to examine or cross-examine witnesses who appear at a hearing at any step of this procedure.

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

(i) 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.

(j) A steward shall be permitted reasonable time to investigate, present and process grievances during working hours without loss of pay or time.

(k) 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 suffer 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 his 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.

(l) 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 at 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.

(m) Any documents or other materials relevant to a grievance, including the disclosure of intended witnesses, shall be provided by the Union upon written request as soon as may be reasonably practicable but in no case less than five (5) working days prior to a hearing.

(n) 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.

#### **10.4 Preliminary Informal Procedure**

An employee may orally present and discuss a grievance with his/her immediate supervisor on an informal basis. A verbal disposition of the grievance shall be given to 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.

#### **10.5 Formal Procedure**

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

A meeting may be scheduled between the grievant and the appropriate supervisor within ten (10) business days of receipt of the grievance. A written or oral disposition of the grievance shall be given to the grievant and the Union Steward within five (5) business days of the meeting. If written, a copy of the disposition shall be forwarded to the Labor and Employee Relations Unit of the Administrative Office of the Courts and the respective affiliated Union.

(b) **Step 2.** If the grievance has not been resolved at Step 1, the grievance shall be presented to the Senior Manager/Trial Court Administrator or his/her designee in writing by the Union Steward or other Union Representative within ten (10) business days of receipt of the disposition of Step 1.

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

(c) **Step 3.** If the grievance is not resolved at Step 2 of this procedure, then the Union may, within ten (10) business days of receipt of the disposition of Step 2, submit the grievance to the Labor and Employee Relations Unit of the Administrative Office of the Courts.

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 or designee of the Administrative Director through the Counsel's Office shall be assigned as hearing officer, and render a disposition of the grievance within fifteen (15) business days of the hearing. A copy of the disposition shall be forwarded to the grievant and the Union.

## **10.6 Arbitration**

(a) A non-contractual grievance as defined in Section 10.1(b) above shall not be subject to arbitration.

(b) If a grievance which involves an alleged violation of the application or interpretation of the Agreement as defined in Section 10.1(a) above, which is within the control of the Judiciary, is not satisfactorily resolved at Step 3, then arbitration may be requested only by the Union through its designee within thirty (30) calendar days from the date the Union received the Step 3 decision. 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. The arbitrator shall not have the power to add to, subtract from, or modify the provisions of this Agreement or laws of the State, or any written policy of the Judiciary not inconsistent with this Agreement, or to determine any dispute involving the exercise of management function which is within the authority of the Judiciary, and shall confine his/her decision solely to the interpretation and application of this Agreement. The arbitrator shall be confined to the precise issues submitted for arbitration and shall have no authority to determine any other issues not so submitted, and the arbitrator shall not submit observations or opinions which are not essential in reaching the determination of the issues presented. The award of the arbitrator shall be final and binding consistent with applicable law and this Agreement. The fees and expenses of the arbitrator shall be divided equally between the parties, and any other cost of the arbitration proceeding, including the cost of recording, shall be borne by the party requesting the services.

(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) days after the close of the hearing.

**10.7** If the Union files an unfair labor practice at PERC, the Counsel's Office is the only office authorized to accept service of the charge and should be listed as the Judiciary/Vicinage representative

## **ARTICLE 11**

### **EFFECT OF NEGOTIATIONS**

#### **11.1 Maintenance of Terms and Conditions of Employment**

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

#### **11.2 Term of Agreement**

The term of this Agreement shall be July 1, 2008 to June 30, 2012.

## **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 the United States of America, applicable court decisions, rules and policies promulgated by the Supreme Court of New Jersey under its rule-making authority, and directives of the Administrative Office of the Courts.
- 12.2** Except as specifically abridged, limited or modified by the terms of this Agreement, all such rights, powers, authority, prerogatives of management and responsibility to promulgate and enforce rules and regulations governing the conduct and the activities of judicial employees are retained by the Judiciary.

## **ARTICLE 13**

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

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

# ARTICLE 14

## HOLIDAYS

### 14.1 Designated Holidays

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

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

### 14.2 Weekend Holidays

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 Additional Days Off

Any other days declared as official days off by Proclamation of the Governor when applied to Judiciary employees, shall be subject to review and approval by the Chief Justice.

### 14.4 Compensation for Holiday Work

(a) Full or part-time employees in fixed work week titles shall be entitled to overtime compensation in addition to their regular rate of compensation for all work performed on a holiday as provided by N.J.A.C. 4A:3-5.8.

(b) Written authorization by the appointing authority or his or her designee in advance of holiday overtime to be worked is required. Whenever circumstances are such that prior authorization is not possible, the overtime must be authorized in writing immediately thereafter.

**14.5 Compensation for Official Days Off**

Employees who work on an official day off, or part thereof, will receive compensatory time on an hour for hour basis.

**14.6** Either party may request a reopener with respect to the day after Thanksgiving and/or Lincoln's Birthday.

## **ARTICLE 15**

### **WORK ASSIGNMENTS**

#### **15.1 Preservation of Unit Work**

No work which is customarily performed by employees in the Union's bargaining units shall be assigned to employees outside the units represented by the JCAU, except in emergency situations.

#### **15.2 Selection of Employees**

Selection of employees for bargaining-unit positions and out of title assignments within and outside this unit shall take into consideration seniority, performance, career progression potential and the relative qualifications of the applicants. For purposes of this section, seniority shall be understood as the length of an employee's continuous service with the New Jersey Judiciary. Nothing contained herein shall adversely affect the provisions of any valid Affirmative Action Plan.

#### **15.3 Application of this Article**

The parties agree that complaints and grievances related to this Article shall be outside the grievance and arbitration processes and will be handled directly by the Union and the Administrator of the Labor and Employee Relations Unit. Nothing herein shall preclude either party from pursuing any other remedies at law.

## ARTICLE 16

### VACATION

#### 16.1 Adherence to Regulations

Vacation leave shall be granted in accordance with the provisions of N.J.A.C. 4A:6-1.2.

#### 16.2 Amount of Vacation Leave

Full-time employees covered by this Agreement shall be entitled to paid vacation leave as follows:

- (a) One working day for the initial month of employment if the employee begins work on the 1st through the 8th day of the calendar month, and one-half working day if the employee begins work on the 9th through the 23rd day of the month. Thereafter, during the remainder of the first calendar year of employment, one (1) working day of vacation for each month of continuous employment.
- (b) From the beginning of the first full calendar year of employment and up to five years of continuous service, 12 working days.
- (c) After five years of continuous service and up to 12 years of continuous service, 15 working days.
- (d) After 12 years of continuous service and up to 20 years of continuous service, 20 working days.
- (e) Over 20 years of continuous service, 25 working days.

#### 16.3 Effective Date of Increases

Those employees whose vacation days currently exceed the limits in 16.2, above, shall be grandfathered at their present level of vacation leave until they reach the next level as described in section 16.2 above. An increase in vacation leave shall be granted at the beginning of the calendar year in which the years of service requirement will be met.

#### 16.4 Credit at Beginning of Year

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, unless reimbursement is required pursuant to N.J.A.C. 4A:6-1.5.

## **16.5 Vacation Carry-Over**

A maximum of one (1) year's allotment of vacation leave may be carried forward to the succeeding year. Whenever an employee has a vacation leave balance exceeding the maximum permitted for carry forward as of October 1, the employee and his or her supervisor shall mutually schedule the excess leave to be taken in order to ensure that earned vacation leave is not lost.

## **16.6 Payment for Unused Vacation Leave**

Upon termination of employment, employees shall be paid for unused earned vacation leave from the prior year and prorated vacation leave which remains unused in the current year.

## **16.7 Use of Vacation Leave in Hours**

Vacation leave may be granted and shall be recorded and tracked in 1/2 hour increments.

## **16.8 Advance Notice and Approval**

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

## **16.9 Seniority**

Seniority with the employer shall be given preference in case of conflict in the scheduling of vacation periods, provided that adherence to such practice does not impede the proper operation of the work unit as determined by the supervisor, however, seniority cannot be used to cancel a previously approved vacation of an employee who is lower in seniority.

## **16.10 Reductions Due to Leave without Pay**

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.

### **16.11 Part-Time Employees**

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 Annual Allowances**

Administrative leave shall be granted in accordance with the provisions of the Administrative Code. 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 Use of Administrative Leave**

Administrative leave may be used for emergencies, observance of religious or other days of celebration, or personal business.

#### **17.3 Crediting of Administrative Leave**

In the first calendar year of employment, newly hired employees shall be credited with one half (½) day of administrative leave after each full calendar month of employment, up to a maximum of three (3) days for the year. Thereafter, administrative leave shall be credited at the beginning of each calendar year.

#### **17.4 Requests for Administrative Leave**

Administrative leave shall be granted by the appointing authority upon request of the employee and, except in emergencies, shall be scheduled with as much notice in advance as possible. Requests that do not conflict with operational needs shall not be unreasonably denied. In case of scheduling conflicts, emergencies and religious observances shall have preference over other types of personal business. Otherwise seniority with the Judiciary shall be given preference.

#### **17.5 Use of Administrative Leave in Hours**

Administrative leave may be granted and shall be recorded and tracked in hours (i.e., a minimum of one hour and 1/2 hour increments thereafter).

#### **17.6 Administrative Leave to Be Non-Cumulative**

Administrative leave shall not accumulate. Unused balances in any calendar year shall be canceled.

## **17.7 Part-Time Employees**

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 Calculation of Sick Leave

(a) All employees covered by this Agreement shall accumulate sick leave with pay as provided by N.J.A.C. 4A:6-1.3 and shall reimburse the Employer for excess sick leave as provided by N.J.A.C. 4A:6-1.5. Full-time employees shall be entitled to annual paid sick leave as follows:

- (1) New employees shall receive one working day for the initial month of employment if they begin work on the 1<sup>st</sup> through the 8<sup>th</sup> day of the calendar month, and one-half working day if they begin on the 9<sup>th</sup> through the 23<sup>rd</sup> day of the month.
- (2) After the initial month of employment and up to the end of the first calendar year, employees shall be credited with one working day for each month of service. Thereafter, at the beginning of each calendar year in anticipation of continued employment, employees shall be credited with 15 working days.

(b) Part-time employees shall be entitled to a pro-rated amount of paid sick leave.

(c) Unused sick leave shall accumulate from year to year without limit.

(d) Exceptions to the accrual of sick leave, as found in N.J.A.C. 4A:6-1.3, apply to, and are incorporated by reference in this Agreement. Sick leave credits shall not accrue during a leave of absence without pay or during a suspension, nor shall credits accrue after an employee has resigned or retired although the employee is still on the payroll until exhaustion of vacation or other compensatory time.

#### 18.2 Use of Sick Leave

(a) Sick leave may be used by employees who are unable to work because of:

- (1) Personal illness or injury (see N.J.A.C. 4A:6-1.21B for Federal Family and Medical Leave);
- (2) Exposure to contagious disease (see N.J.A.C. 4A:6-1.21B for Federal Family and Medical Leave);

- (3) Care, for a reasonable period of time, of a seriously ill member of the employee's immediate family (see N.J.A.C. 4A:6-1.21A for family leave under State law and see N.J.A.C. 4A:6-1.21B for Federal Family and Medical);
- (4) Death in the employee's immediate family, for a reasonable period of time; or
- (5) The employee's acquisition or use of an aid for a disability, provided that the employee is disabled and the aid is necessary for the employee's function on the job. (In such cases, reasonable proof may be required by the employer.)

(b) In accordance with N.J.A.C. 4A:6-1.4, the employer may require proof of illness or injury when there is reason to believe that an employee is abusing sick leave; when an employee has been absent on sick leave for five or more consecutive work days; or when an employee has been absent on sick leave for an aggregate of more than 15 days in a 12 month period.

(c) The administration of sick leave shall be in conformance with 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.* Leave taken pursuant to these acts shall not subject an employee to disciplinary action. (See N.J.A.C. 4A:6-1.21(A) and (B) for these leave procedures.)

(d) Medical information necessary for the proper claiming of medical leave under (a) above, shall be kept confidential in accordance with applicable law.

(e) 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.

(f) For purposes of subsections (a)3 and (a)4 above, "immediate family" means an employee's spouse, child, legal ward, grandchild, foster child, father, mother, legal guardian, grandfather, grandmother, brother, sister, father-in-law, mother-in-law, and other relatives residing in the employee's household.

### **18.3 Reporting of Sick Leave**

(a) In so far as possible, an employee shall notify his/her supervisor or designated contact person no later than the start of the employee's work day, of any absence due to illness or injury.

(b) Failure of an employee to supply proper notification to his/her supervisor or designated contact person without reasonable excuse may result in:

- (1) Denial of sick leave for the absence.
- (2) Disciplinary action on the basis of abuse of sick leave.

#### **18.4 Use of Sick Leave in Hours**

Sick leave may be utilized and shall be recorded and tracked in 1/2 hour increments.

#### **18.5 Payment for Unused Sick Leave on Retirement**

Any employee retiring on a state-administered pension plan shall be paid at the rate of one-half his or her daily rate for each day of accrued sick leave remaining to the employee's credit, up to a maximum of \$15,000, in accordance with N.J.A.C. 4A:6-3.1 et seq. This amount shall be paid in a lump sum following the date of retirement.

#### **18.6 Sick Leave Injury**

Employees who are deemed eligible for sick leave injury compensation due to a work-related illness or injury shall be entitled to a paid leave of absence pursuant to N.J.A.C. 4A:6-1.6 and 1.7.

#### **18.7 Donated Leave Program**

Employees who meet the eligibility criteria for the Donated Leave Program, in accordance with N.J.A.C. 4A:6-1.22, may apply to the appointing authority for donated leave.

## ARTICLE 19

### SPECIAL LEAVES

#### 19.1 Jury and Witness Leave

Any employee who is summoned for jury duty during working hours shall be granted leave with pay for necessary time off in accordance with N.J.A.C. 4A:6-1.19. Similarly, any employee who is subpoenaed to appear as a witness in a judicial or administrative proceeding to which he or she is not a named party shall be granted leave with pay in accordance with N.J.A.C. 4A:6-1.20.

#### 19.2 Miscellaneous Leave

Leave with or without pay shall be granted in accordance with the New Jersey Administrative Code for military service, where applicable (N.J.A.C. 4A:6-1.11), athletic competition (N.J.A.C. 4A:6-1.15), and designated conventions (N.J.A.C. 4A:6-1.13). Leave with or without pay may also be granted for employees to pursue specialized training for use on the job in accordance with (N.J.A.C. 4A:6-1.14).

#### 19.3 Court Leave

(a) Any employee who was hired prior to the signing of this Agreement and who heretofore has been eligible for paid leave during the Judicial College and/or the last four work days of the calendar year shall continue to receive such leave during calendar year 1999.

(b) Effective January 1, 2000 and thereafter, any employee who was eligible for Court Leave in accordance with paragraph (a), above, shall have the equivalent number of vacation days as he/she received in Court Leave days credited to the employee's annual vacation allotment. This additional leave shall be credited each year until and unless the employee becomes eligible for an additional level of vacation leave that exceeds the employee's then current vacation allotment at which time the employee will advance to the next level on the vacation schedule.

(c) In the event that this additional vacation allotment that is accrued as a result of losing the leave time described in (a) above, brings the employee above the State maximum vacation allotment, this shall continue for as long as the employee remains employed by the State.

## **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, regulations or guidelines outlined in the New Jersey Administrative Code which pertain to health and safety matters. The Judiciary will provide a reasonably safe and healthful place of employment for all employees.

(b) 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 Cooperation in Promoting Health and Safety**

(a) 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.

(b) One local JCAU Representative, who is a Judiciary employee, shall be notified of and allowed to accompany any governmental agency's health or safety inspection that occurs. One JCAU representative not employed by the Judiciary may also be present during the inspection.

## ARTICLE 21

### LEAVES OF ABSENCE

#### 21.1 Career Service Employees

Unpaid leaves of absence for employees in the career service will be administered in accordance with the New Jersey Administrative Code, including N.J.A.C. 4A:6-1.10. Approvals for leaves of absence will not be unreasonably withheld.

#### 21.2 Unclassified Employees

Unpaid leaves of absence for employees in the unclassified service will be administered in the same manner as for employees in the career service.

#### 21.3 Family and Medical Leaves

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.).

#### 21.4 Maximum Duration

Unpaid leaves of absence normally shall not exceed a period of one year, unless otherwise provided by statute. A leave of absence may be extended beyond one year for exceptional situations, upon request, at the discretion of the appointing authority and, for employees in the career service, with written approval by the Department of Personnel.

## **ARTICLE 22**

### **PERSONNEL FILES**

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

a. The Judiciary shall maintain a personnel file on each employee; this file shall be maintained in the local Human Resources Office. In the event that more than one file is kept, the employee shall be informed of the whereabouts of the additional file(s).

(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 an employee's file shall be given to the employee.

#### **22.3 Right to Review File**

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

#### **22.4 Confidentiality**

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

## **ARTICLE 23**

### **EDUCATION AND TRAINING**

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

The Judiciary shall continue to offer training programs of proven worth that are aimed at skills development and improvement in order to afford employees a greater opportunity for performance improvement and professional growth. Such offerings may be regulated by the availability of funds or other factors. Interested employees shall not be unreasonably denied such opportunities.

#### **23.2 Tuition Aid**

The Judiciary shall continue to fund in the amount of not less than \$50,000 per fiscal year (to be shared by both JCAU bargaining units) a Tuition Aid/Educational Enhancement Fund. Unused funds shall not rollover to the next fiscal year.

#### **23.3 Labor-Management Education and Training Committee**

The Judiciary agrees to reactivate the statewide joint Labor-Management Education and Training Committee.

#### **23.4 Grievability**

The provisions of this article will not be grievable nor arbitrable.

## **ARTICLE 24**

### **SAVINGS AND SEPARABILITY**

#### **24.1 Separability and Savings**

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.

#### **24.2 Renegotiation of Severed Provisions**

If any provision of this Agreement is severed or restrained in accordance with Section 24.1, the parties, upon the request of either party, shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement.

## ARTICLE 25

### CLOTHING ALLOWANCES

#### 25.1 Uniforms

Uniforms will be provided to employees whenever such uniforms are required to be worn.

#### 25.2 Clothing Maintenance Payments:

(a) Full-time AOC employees serving in the titles outlined below will receive an annual clothing maintenance payment increase of \$25 per year (Currently \$550).

(b) Eligible Titles:  
Print Shop Technician 1  
Print Shop Technician 2  
Supervisors of Print Shop Technician 1 and Print Shop Technician 2 who are employed in the AOC Print Shop.

(c) Such payment shall be in accordance to the schedule below for those employees who have completed at least 12 months of service in an eligible title as of July 1 of each contract year (for the term of this contract 2008-2012). Employees who have completed less than 12 months of service in an eligible title but at least 6 months of service in an eligible title as of July 1 of each contract year (for the term of this contract 2008-2012) shall receive a payment in the described schedule below (Currently \$275.00). Part-time employees will receive the appropriate pro-rata share.

#### Payment Schedule

July 1 of each contract year	Eligible employees with at least 12 months of service	Eligible employees with at least 6 months of service
Year 2009	\$575.00	\$287.50
Year 2010	\$600.00	\$300.00
Year 2011	\$625.00	\$312.50
Year 2012	\$650.00	\$325.00

### **25.3 Miscellaneous Provisions**

(a) Intermittent or continuous leaves of absence without pay or suspensions of up to thirty (30) days during the 12 month period shall not affect employee eligibility requirements as to the one (1) year of service. Leaves of absence without pay or suspension in excess of thirty (30) days during the 12 month period shall constitute ineligibility for a clothing maintenance payment.

(b) Intermittent or continuous leaves of absence without pay or suspensions of up to fifteen (15) days during the six (6) month period shall not affect employee eligibility requirements as to the six (6) months of service.

(c) In order to be eligible to receive the clothing allowance payment, the employee must be in pay status on the payroll as of the date of the payment. Eligible employees not in pay status on the date of the payment will be eligible to receive the appropriate clothing allowance upon their return to pay status.

## **ARTICLE 26**

### **TRAVEL AND MEALS**

#### **26.1 State Travel Regulations**

Employee use of automobiles and attendant matters, including meal allowances, shall be governed by Judiciary Travel Regulations, Internal Judiciary Policies and Circular Letters issued by the State of New Jersey, Department of Treasury.

#### **26.2 Notice of Any Changes**

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

## ARTICLE 27

### LAYOFF AND RECALL

#### 27.1 Layoff Procedures

N.J.A.C. 4A:8-1.1 et seq. shall govern the layoff of career service Judicial employees.

#### 27.2 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. This article shall not apply to employees hired on a temporary basis or who are in a probationary period at the time the Judiciary determines to implement a layoff.
- 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, including variants and specialized skills, in each Appointing Authority based on funding availability and/or local operational needs. The Judiciary reserves the right to retain employees with specialized skills to maintain public service or systems.
- 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 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 copies of all Judiciary job vacancy notices for a period of two years and shall be given due consideration, along with other qualified applicants, if they submit a resume in application for a position and meet the minimum qualifications. The laid-off employee must provide the employer with any address change during the two-year time period.

J. Appeal of Lay Off

An unclassified employee may file a written appeal based on a claim that the employee's total numerical rating of layoff points was determined and/or applied incorrectly. Such appeals shall be subject to a review of the written record by the Judiciary 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.

**27.3 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.

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

## ARTICLE 28

### JOB OPPORTUNITIES

#### 28.1 Posting

- (a) Whenever an unclassified position within the negotiations unit becomes vacant and management intends to fill the position, a notice of vacancy shall be posted, except that external postings shall not be required when filling a temporary vacancy.
- (b) Whenever a career service position at the entry level of a band within the negotiations unit becomes vacant and management intends to fill the position, the position will be filled either through the posting of a notice of vacancy or in accordance with DOP rules and regulations, except that external postings shall not be required when filling a temporary vacancy.
- (c) 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 months old and provided that the first posting was described in such a manner as to be broad enough to cover the later posting. Such posting shall not be removed during the five-month period. The Judiciary shall maintain a separate posting for confidentials. 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.
- (d) Whenever a career service position at other than the entry level of a band within the negotiations unit becomes vacant and management intends to fill the position, the position will be filled either through the posting of the notice of vacancy for an advancement opportunity or in accordance with DOP rules and regulations, except that external postings shall not be required when filling a temporary vacancy.
- (e) All notices of vacancy shall be posted at all Judiciary work locations except where an attrition program or career service unit scope necessitates an internal posting open only to the employees of the appointing authority. Notices of vacancy are open to any staff who are eligible, whether the position is in a higher-level title or a lower-level title.

- (f) The Union shall be given a copy of all postings.
- (g) Following the closing date of the posting, positions that will be filled shall be filled with qualified individuals.

## **28.2 Voluntary Transfer**

- (a) Employees who desire a transfer to another appointing authority's jurisdiction should put such a request in writing to both the sending and receiving appointing authorities. Such requests shall be renewed by the employee every six months if the employee still desires to be transferred.
- (b) Whenever management intends to fill a vacant position, management shall check the above described request file and let the employee and the local hiring manager know of the vacancy. This provision is not subject to the arbitration provisions of Article 10.

## **28.3 Reassignments**

- (a) A reassignment is the in-title movement of an employee to a new job function, shift, location or supervision within an appointing authority. Reassignments may be made at the discretion of the Appointing Authority.
- (b) Where a job opening exists that the Appointing Authority intends to fill, an employee who wishes to be reassigned may notify the local Human Resources Office of his/her interest in a reassignment either in response to a posting or at any other time.
- (c) Whenever management intends to fill a vacant position, management shall check the above described request file and let the employee and the local hiring manager know of the vacancy. This provision is not subject to the arbitration provisions of Article 10.

## **28.4 Involuntary Transfers and Reassignment**

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

(60) calendar days in any twelve 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.

#### **28.5 Release of Judiciary Employees Selected to Fill Positions**

Management may not unreasonably deny the release of a Judiciary employee to any position in the Judiciary for which the individual has been selected, if that selection was through the posting of a notice of vacancy, or through the filling of a position in accordance with DOP rules and regulations.

#### **28.6 Provisions Subject to the Grievance Procedure**

The provisions of sections 28.1, 28.2, 28.3, 28.4 and 28.5 are subject to the grievance procedures but not subject to the arbitration provisions thereof.

## ARTICLE 29

### PERFORMANCE ADVISORY SYSTEM

#### 29.1 General Provisions

The Judiciary Council of Affiliated Unions 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 and form will not include grades or performance ratings or rankings.
- (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 form will be utilized for all employees covered by this agreement. This form is subject to change by the Judiciary upon 60 days notice to the Union, provided that any such change will relate to the Performance Advisory System and will not be in conflict with the provisions of this Article. In the event the Judiciary receives comments from the Union concerning the proposed changes within 45 days of notice, the Judiciary will consider these comments prior to issuing the revised form.
- (e) There will be a section of the form that will be for the employee's comments. The employee's signature on the performance advisory form shall indicate that the employee has seen the completed form. The employee will be provided with a copy of the signed form at each review.
- (f) Employees may not utilize the grievance procedure to challenge the specific content of the completed performance advisory form. However, an employee who believes that the specific content of the completed performance advisory form 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, than 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.

## ARTICLE 30

### POSITION CLASSIFICATION

#### 30.1 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 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 Section:
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 30 days to complete the Job Inventory Questionnaire (JIQ) on the first mutually agreeable date. The employee's supervisor will also be scheduled within 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 20 calendar days.

## **30.2 Appeals**

### **A. For Career Service employees:**

1. Appeals concerning the band assignment must be submitted in writing to the New Jersey Department of Personnel 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 DOP 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.

C. The AOC will provide copies of the employee's reclassification appeals and decisions to the Chair of the JCAU.

## **30.3 Classification Review Board**

- A. The Classification Review Board will be composed of one representative of the JCAU, 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.

## **30.4 Assignment, Notification and Explanation**

In the event the Classification Review Board determines that a career service employee is to be assigned a new level within the band or an unclassified employee is to be assigned a new band or level, the assignment shall be retroactive to the pay period immediately after 14 days from the date the local Human Resources Office received the reclassification request. The appropriate upward salary adjustment shall be given retroactive to that date. However, the employer reserves the right to take away duties normally assigned to the higher-level position as noted above. In that event, the higher-level pay would cease upon those duties being relinquished.

### **30.5 Job Specifications**

The Judiciary shall make a good faith effort to maintain on the Infonet all job specifications. Prior to posting, copies shall be given to the Union. Any changes to job descriptions thereafter shall be given to the Union in advance of posting the amended versions.

## **ARTICLE 31**

### **PRESENTATION OF AGREEMENT**

#### **31.1 Printing**

Within thirty (30) days after the signing of this Agreement, the Judiciary will reproduce sufficient copies of the Agreement and give same to the Union. The Union will distribute the Agreement to all unit members. The cover shall include the seal of the Judiciary, State of New Jersey, and other appropriate designation of the unit representative. The cost of the materials utilized in reproduction shall be shared equally by the parties.

## ARTICLE 32

### TERMS OF AGREEMENT

**32.1** Except as otherwise provided in this agreement, paid leave during court recess, stipends for on-call or call-out, bonuses for unused sick leave, beeper pay, paid leave for employees' birthdays, inconsistent payment scales for out-of-title work, paid bereavement leave, child care payments, wild card week and monetary reimbursement for unused sick leave (except the Supplement Compensation on Retirement which is provided by N.J.A.C. 4A:6-3.1 to 3.41) were eliminated in a prior collective negotiations agreement.

**32.2** The terms of this Agreement can only be changed by a written agreement signed by both the Administrative Director of the Courts and the Union.

## **ARTICLE 33**

### **DAMAGE TO PERSONAL BELONGINGS CLOTHING REIMBURSEMENT**

#### **33.1 Damage to Personal Belongings and Clothing**

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

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

**STATE OF NEW JERSEY  
THE JUDICIARY  
POLICY**

**REIMBURSEMENT FOR DAMAGE TO PERSONAL BELONGINGS**

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

**STATE OF NEW JERSEY  
THE JUDICIARY  
PROCEDURE**

**REIMBURSEMENT FOR DAMAGE TO PERSONAL BELONGINGS**

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

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

**STATE OF NEW JERSEY  
THE JUDICIARY  
PROCEDURE**

**REIMBURSEMENT FOR DAMAGE TO PERSONAL BELONGINGS**

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

## ARTICLE 34

### EMERGENCY CLOSINGS AND SPECIAL OBSERVATIONS

#### 34.1 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:6-2.5. Notice of such designations will also be provided to the Union.

#### 34.2 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).

#### 34.3 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, on an hour-for-hour basis for all time worked.





<p style="text-align: center;"><b>APPENDIX A</b></p> <p style="text-align: center;"><b>JUDICIARY COUNCIL OF AFFILIATED UNIONS</b></p> <p style="text-align: center;"><b>1<sup>ST</sup> YEAR</b></p>			
	<b>July 2008 Minimum</b>	<b>July 2008 Maximum</b>	<b>July 2008 Maximum 2</b>
Supervisor 1	\$40,940.29	\$64,893.64	\$67,035.13
Supervisor 2	\$46,263.25	\$75,539.56	\$78,032.37

<b>APPENDIX A</b> <b>JUDICIARY COUNCIL OF AFFILIATED UNIONS</b> <b>2<sup>ND</sup> YEAR</b>			
	<b>July 2009 Minimum</b>	<b>July 2009 Maximum</b>	<b>July 2009 Maximum 2</b>
Supervisor 1	\$42,168.50	\$66,840.45	\$69,046.18
Supervisor 2	\$47,651.15	\$77,805.75	\$80,373.34

<b>APPENDIX A</b> <b>JUDICIARY COUNCIL OF AFFILIATED UNIONS</b> <b>3<sup>RD</sup> YEAR</b>			
	<b>July 2010 Minimum</b>	<b>July 2010 Maximum</b>	<b>July 2010 Maximum 2</b>
Supervisor 1	\$43,644.40	\$69,179.87	\$71,462.80
Supervisor 2	\$49,318.94	\$80,528.95	\$83,186.41

**APPENDIX A**  
**JUDICIARY COUNCIL OF AFFILIATED UNIONS**  
**4<sup>TH</sup> YEAR**

	<b>July 2011 Minimum</b>	<b>July 2011 Maximum</b>	<b>July 2011 Maximum 2</b>
Supervisor 1	\$45,171.95	\$71,601.17	\$73,964.00
Supervisor 2	\$51,045.10	\$83,347.46	\$86,097.93

## APPENDIX B

### PAID UNION LEAVE DAYS

COUNTY	DAYS
Atlantic .....	18
Bergen.....	21
Burlington .....	13
Camden.....	27
Cape May .....	9
Cumberland.....	9
Essex .....	50
Gloucester .....	12
Hudson.....	32
Hunterdon .....	9
Mercer .....	21
Middlesex .....	31
Monmouth .....	32
Morris .....	15
Ocean.....	16
Passaic.....	27
Salem .....	9
Somerset.....	9
Sussex .....	9
Union.....	26
Warren .....	9
AOC .....	38
Total .....	442

# LETTER OF AGREEMENT

**#2008-01**

The New Jersey State Judiciary (“Judiciary”) and the Judiciary Council of Affiliated Unions (“JCAU”) hereby agree as follows:

As soon as practicable following ratification of the 2008-2012 contract between them, the parties will meet to discuss the relevant factors to be considered with respect to the Advisory Arbitration of Minor Discipline Pilot, as set forth below:

## **1) Advisory Arbitration Pilot**

Employees may, through the Union, appeal minor discipline that includes suspension to advisory arbitration on a pilot basis for the term of the contract. The pilot shall be reviewed by the parties annually to make any adjustments designed to improve the fairness and efficiency of the process. It is the intention of the parties to implement advisory arbitration of minor discipline not later than July 1, 2009. Negotiations shall continue with respect to the specific procedures for implementation of the pilot. The provisions shall include:

- (a) Only the Administrative Director (or designee) will have the authority to overturn a decision. The process used for rejecting advisory arbitration of major discipline for unclassified employees shall apply. See, Article 9.6(b)(5)(v)(p.31).
- (b) The local hearing will be held before an individual with the authority to make the decision.
- (c) The charges will be served on the employee and union representative, along with all of the available documentary evidence on which the proposed charges are based, within 90 days of management learning of the incident and gathering of the evidence needed to proceed.
- (d) The costs will be borne equally by both parties.
- (e) Arbitration is in lieu of an AOC Hearing.

Date \_\_\_\_\_

FOR THE JUDICIARY

FOR THE JCAU

\_\_\_\_\_

\_\_\_\_\_