

# **AGREEMENT**

*BETWEEN*

**THE NEW JERSEY STATE JUDICIARY**

*AND*

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

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**Support Staff Supervisory Unit**  
*JULY 1, 2020 – JUNE 30, 2024*

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## PREAMBLE

**THIS AGREEMENT** is entered into effective July 1, 2020 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), Support Staff Supervisory Unit (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, simultaneously with its request to the Civil Service Commission 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 simultaneously with its request to the Civil Service Commission to eliminate or change such title.

## **1.3 Review of Excluded Employees**

Beginning within 60 days of the execution of this Agreement, the parties will jointly review the status of employees who have been excluded from the negotiations unit because they occupy Temporary Employment Service positions. If, upon review, the parties jointly determine that any of these employees should properly be included in the negotiations unit, action will be taken promptly to effectuate their inclusion should the Judiciary determine that the position be retained.

## **ARTICLE 2**

### **LABOR-MANAGEMENT RELATIONS**

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

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

Workplace violence is a violation of these accepted standards. Grievances alleging violations of workplace violence as defined in the Judiciary's policy shall be governed by Article 10.3.O. of this Agreement.

#### **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. Matters involving discrimination shall be processed in accordance with the Judiciary's EEO dispute resolution procedures.

- A. Should the Union or an employee file a grievance citing an EEO violation, the Judiciary shall refer the matter for investigation by management. The Union agrees to hold a grievance meeting in abeyance for six months pending the investigation by EEO. If the investigation is not completed within that time frame an explanation for the delay shall be provided to the union.
- B. If an EEO complaint is filed separately from a grievance, scheduling a grievance meeting shall similarly be held in abeyance pending the investigation by EEO.

An EEO investigation shall determine whether the incident falls under the EEO policy, and may also suggest that the matter be referred to the appropriate forum for determination as to whether it constitutes another type of situation requiring remedy.

- C. The employee will receive a notification of determination of the EEO complaint.

- D. Should it be required, a Step 1 meeting shall be scheduled by management in cooperation with the Union no later than ten (10) business days following the receipt by the Union and employee of the findings of the EEO investigation unless the parties mutually agree to extend this time frame.

## **2.3 Labor-Management Cooperation**

- A. 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. Individual employees shall 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.
- B. The Union will provide the AOC Labor and Employee Relations Unit with a current electronic listing of shop stewards on a quarterly basis, and with updates and they occur.

## **2.4 Rules**

- A. New rules or modifications of existing rules governing mandatorily negotiable 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.
- B. Five (5) business days prior to the implementation of any new policy, or modification of an existing policy of statewide application directly relating to human resources or labor relations subjects affecting bargaining unit employees, other than those referenced in paragraph 2.4.A., the Judiciary shall notify the JCAU Executive Board of such planned policy or

modification for the purpose of review and comment. The five day period may be reduced in emergent situations where operational needs so require. Any dispute(s) over whether any new policy is subject to this provision shall be determined solely by management. This provision shall not prevent or inhibit management from issuing any policy or policy modification upon the conclusion of the review and comment period.



## **ARTICLE 3 UNION RIGHTS**

### **3.1 Access**

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

### **3.2 New Hires**

- A. The Union may provide self-addressed stamped information 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. Union officials will be given access to newly hired employees in JCAU represented positions on the first day of their employment during the onboarding orientation session in Human Resources. During the orientation, the Union shall be afforded a period of at least thirty (30) minutes, but no longer than one hundred twenty (120) minutes, to meet with represented new employees. When the onboarding orientation session is held for new employees, a union representative designated by the Local shall be given reasonable advance notice, which normally shall be at least one week. There shall be no charge to the pay or leave time of the new employee for this session. Management shall not unreasonably deny a steward's attendance at the session.

### **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:

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

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

### **3.4 Personnel Data**

#### **A. Unit Membership Report**

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

#### **B. Separation Report**

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

#### **C. New Hire Report**

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

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

The Judiciary shall provide notice to the Union whenever an employee is promoted or demoted into the bargaining unit no later than the first pay period after the change is reflected. The Judiciary shall also provide notice to the Union whenever an employee is transferred or reassigned no later than the first pay period after the change is reflected. Notice shall include the employee's name, mailing address, work email address, title, division/work unit, work location, salary, work telephone number, home and cellular phone number on file with the Judiciary, and personal email address on file with the Judiciary.

**E. Centralized Payroll Report**

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

**F. Report Disclosure and Requests**

The Union will only disclose such information to its officials and representatives whose duties require access to such information. The Union may request membership information involving special problems more frequently, and the Judiciary will use reasonable efforts to accommodate the request.

**3.5 Union Leave**

**A. Paid leave for Union activity.** Each fiscal year the Judiciary shall provide a pool of paid leave days as set forth in Appendix C 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 fiscal year under this clause except that an individual serving as an officer in a local Union may use up to six (6) days per fiscal year to attend executive board meetings without charge to the twelve (12) day cap set forth herein.
4. After January 1, of each year 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. This provision 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 fiscal year period shall not be carried forward to the next fiscal year and shall be forfeited.

- 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 may be permitted to take an unpaid leave of absence for one year which may be renewed for one year periods and which shall not be unreasonably denied.
- D. **Paid Leave for Statewide Steward Training.** In addition to the leave provided for in subsections A. to C. above, a maximum of 75 paid leave days shall be permitted on a fiscal year basis for the term of this contract (2020 - 2024) 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 fiscal 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.
- E. **Contract Orientation Training.** One-half ( $\frac{1}{2}$ ) day for contract orientation training for employees who are designated as Union representatives in the workplace will be provided for the term of the contract.

### **3.6 Workplace Democracy Enhancement Act**

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

## **ARTICLE 4 UNION SECURITY**

### **4.1 Dues Deduction**

- A. Pursuant to the provisions of N.J.S.A. 52:14-15.9(e), the Judiciary agrees to have Union dues, defined as regular dues, fees, and assessments, including special assessments deducted from the regular paycheck of any employee who submits on the designated form, a voluntary written authorization to the appropriate personnel office, which shall forward it to the Centralized Payroll Section, Department of the Treasury. Deductions will be reflected in the following pay, provided the voluntary written authorization is received by Centralized Payroll at least seven (7) days prior to the end of the pay period, otherwise to be reflected in the next pay period. If violations of these time frames are brought to the attention of the Judiciary, the Judiciary will review the matter with appropriate officials and resolve the problem at the earliest date possible, and report back to JCAU in writing if the request is made in writing as to the status of the matter in question.
- B. The amount of dues to be deducted for any employee in this negotiating unit shall be limited to JCAU and shall be certified to the Judiciary by the Union as more fully described in Section 4.1(D), below. Such dues shall be deducted from the employee's paycheck as per each regular payroll payment. In the event any employee wishes to withdraw his/her authorization for dues deduction, it must be done by written notice to the Judiciary. Upon receipt of such notice, the Office of Labor and Employee Relations will forward a copy to the Union office within five (5) days. Deductions shall be terminated as of July 1 of the year following the date on which the notice of withdrawal was submitted or upon the employee's departure from the represented unit.
- C. Dues shall be deducted from the employee's paycheck for each regular payroll payment, and shall be transmitted by Centralized Payroll to the Secretary/Treasurer of JCAU with a listing of the employees and payroll number, with a separate payroll number for each county, separated by county, and deduction amount, as to whom each deduction is made.
- D. The Union shall certify to the AOC Human Resources office the amount of Union dues to be deducted, and any change in the dues structure at least thirty (30) days in advance of the requested date of change. The change shall be reflected in payroll deductions no later than three (3) pay periods after receipt of the request.

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

#### **4.2 Membership Information**

The Judiciary shall provide membership information to the Union electronically, in accordance with Article 3.4.

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

There shall be no withholding of representation (agency) fees and/or other union assessments from the pay of employees who have not affirmatively consented to such withholdings.

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

The Union shall indemnify and hold harmless the Judiciary with respect to any claims or other actions arising out of compliance with the terms of this Article. Neither the Judiciary nor the employee shall be responsible for any back payment of the representation for any cause upon the entry or reentry of the employee into the Union's representation unit.

#### **4.5 Legal Requirements**

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

## **ARTICLE 5 HOURS OF WORK**

### **5.1 Work Schedules**

- A. The regular work schedule shall be maintained as a five-day workweek, Monday through Friday. The normal daily work schedule will include a provision for an unpaid mid-day lunch break, the length of which will be in accordance with established past practice, and two 15 minute breaks. Work schedules will 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 will take into consideration both the operational needs of the Judiciary and the employees' need for timely and periodic relief.
- B. Work schedules will be subject to change if the Judiciary determines it to be necessary. In such case, the Judiciary shall provide written notice to the employee and the Union at least 30 days in advance of the change, except that this period may be shorter in an emergent situation where operational needs so require, but in no instance less than 15 days. Upon request by the Union, the parties shall meet prior to the change and discuss the proposed changes prior to implementation and negotiate over the economic impact of the changes. In advance of the meeting, the Judiciary shall inform the Union why the change was determined to be necessary and the Union shall provide the Judiciary with information regarding the impact of the change on employees. See also section 5.2.A. with respect to the Pretrial Services Program.
- C. Full-time workweeks shall be 35 hours.
- D. The Judiciary shall not temporarily change an individual's hours of work to avoid payment of overtime or earning of compensatory time. Employees may voluntarily agree to flexible work hours on a temporary basis with their supervisor if required to work beyond their regular working hours in a day or a workweek, but management may not mandate such flex time.

### **5.2 Pretrial Services Program**

- A. Work schedules in the Pretrial Services Program and for IT staff assigned to support the Pretrial Services Program may include evenings, weekends, and holidays as defined by Article 14 of this Agreement. (See C. below for compensation for work performed on a holiday). Work schedules may change or rotate with 30 days advance notice to the employees. This period may be shorter in an emergent situation where operational needs so require.



- B. Positions for which a regular workweek will not adhere to the regular Monday through Friday or core daytime hours of operation shall be posted to recruit interested applicants.
- C. An employee in a fixed workweek title as defined by N.J.A.C. 4A:3-5.2 et seq., shall be compensated for holidays as follows:
  - 1. An employee whose regular workweek includes a holiday will be compensated in the form of cash or compensatory time, at the rate of one and one-half times their hourly rate of pay in addition to their regular rate of pay for all work performed on a holiday, in accordance with Article 14.4. Alternatively, if management seeks volunteers to work on a holiday, a fixed workweek employee may, in conjunction with the appointing authority, agree to work on a holiday in exchange for a specified personal preference day off. The fixed workweek employee who volunteers does not receive overtime compensation for work performed on the holiday.
  - 2. An employee whose regular day off falls on a holiday is entitled to another day off within the same workweek. For example, an employee whose workweek is Tuesday through Saturday, with regular days off of Sunday and Monday, would be entitled to an additional day off for all holidays that fall on a Monday (e.g., Memorial Day, Labor Day, etc.).

### **5.3 Alternative Work Arrangements**

- A. The Judiciary may approve employee initiated requests for alternative work schedule arrangements such as alternate work week, compressed work week or telecommuting as permitted by Judiciary policy.
- B. There will be a joint Judiciary Work-Life Committee to identify and evaluate alternative work arrangements and assist in implementation of such arrangements that are feasible and enhance service to the public. The Judiciary Work Life Committee shall consist of equal numbers of labor and management representatives. Upon request from the Union, the Committee will meet at a minimum of at least once per calendar year to review the continuing implementation of the Alternative Work Arrangements Policy and to suggest modifications.

## 5.4 Data Center Shift Work

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

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

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

- C. Overtime may be scheduled to provide staff coverage for vacation, sick leave, etc. and to provide sufficient staff to manage the workload.
- D. Compensatory holiday leave time will be established as a pool of hours for each unit employee as follows:
1. Only those employees whose shift begins on the holiday (8 a.m. or 8 p.m.) will be considered to be working on the holiday.
  2. An employee whose regular shift includes a holiday and who actually works the holiday will be compensated in accordance with N.J.A.C. 4A:3-5.8 as follows:
    - the employee will receive credit for 7 hours of compensatory holiday leave time, and
    - will be paid for time worked (11 hours 40 minutes) on an hour-for-hour basis, and

- will be compensated for 5 hours 50 minutes (overtime premium) in cash or compensatory time at the discretion of management.
3. An employee whose regular shift includes a holiday and who is scheduled to work the holiday and who does not actually work the holiday but is in pay status (e.g. employee uses vacation, sick, administrative or compensatory leave) will utilize 7 hours of holiday time on that day and will be charged with the appropriate type of leave time for the remaining hours of the shift.
  4. An employee whose regular shift includes a holiday and who is scheduled to work the holiday but does not actually work the holiday and is not in pay status (i.e., has no leave balances) will not be paid for the scheduled work day and will not be eligible to utilize 7 hours of holiday time.
  5. An employee whose regular shift includes a holiday but who is not scheduled to work the holiday will be given 7 hours of holiday leave time on that day and the remaining hours of the shift will be charged to any accumulated compensatory holiday leave time balance. If the compensatory holiday leave time balance is not sufficient enough to cover the remainder of the shift, the employee will be charged with vacation leave or administrative leave at the employee's discretion. If the employee has insufficient available compensatory holiday leave, vacation leave or administrative leave balances, the employee will be in no pay status for that portion of the shift.
  6. Other unit employees will be credited with 7 hours of compensatory holiday leave time.
  7. Employees must be in pay status on their last scheduled workday prior to the holiday to be eligible for the compensatory holiday leave time.
  8. Management will maintain a record of available compensatory holiday leave time to be used by employees following the normal scheduling procedures in the Data Center.
  9. Employees must schedule the use of accumulated compensatory holiday leave time such that the accumulated balance does not exceed 30 hours.
  10. No holiday leave balance may be carried over from one calendar year to the next calendar year. Any compensatory holiday leave balance in effect at the end of a calendar year shall be paid in cash.

- E. Compensatory holiday leave, compensatory time-off, sick leave, administrative leave and vacation leave may be used on a ½ hour basis. Unit staff using a full day will be charged the full scheduled hours of that day. Any time provisions set forth in the contract which refer to days shall be converted to equivalent hours for the purpose of this agreement (e.g. leave, discipline).
- F. Unit staff will change or rotate shifts on a regular four-month basis in order to ensure that annual holidays are distributed in an equitable manner. The four-month rotation will be from the front-end of the workweek to the back-end of the workweek, and vice-versa. The rotation will generally correspond with the commencement of a pay period. Shift assignments may be adjusted by management based on the operational needs of the Judiciary Data Center. Management will make every effort to accommodate staff in regard to their preferred shift assignments.
- G. All shifts will be scheduled so that an employee's work schedule will be on three contiguous days. An employee's regular work schedule will not include a contiguous Saturday and Sunday. It is, however, understood that emergent situations and overtime requirements may result in a temporary modification to these scheduling provisions. Every effort will be made by management to initially schedule the four work teams in such a manner to distribute the holidays in as equitable a manner as practicable.
- H. Implementation of this policy shall not trigger the overtime provisions enumerated in Article 6 of the Agreement between the State of New Jersey Judiciary and the Judiciary Council of Affiliated Unions. However, employees will receive overtime compensation consistent with applicable law should the hours worked in a given workweek exceed 35 hours. Said compensation shall be in either cash or compensatory time at the discretion of management.
- I. In case of inclement weather or other emergencies, the Judiciary may provide Data Center employees with lodgings in which the employees will be required to reside until their next shifts begin. During this period, the Data Center employees shall be completely relieved of duty and will not be required to commence work until the beginning of their next shift, absent an emergency call-in. Despite being completely relieved of duty, any Data Center employee who is required to reside in such lodgings until his or her next shift will receive 4 hours of compensatory time as compensation.

## **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. All time worked in excess of an employee's regular work day will be totaled for the workweek in which it occurs. If the total for the week is less than 60 minutes, the employee will be compensated for the excess time at the straight-time rate. If the total for the week is 60 minutes or more, the employee will be compensated for it at the overtime rate of time-and-one-half.
- B. Employees may request to be paid for overtime either in cash or compensatory time off. However, the Judiciary will decide the method at its discretion, subject to Section 6.2C. In the event that an employee has been approved for compensatory time off and has already scheduled it, management cannot change the method of compensation without the employee's consent. At the end of each fiscal year, management may require any unscheduled compensatory time off to be paid out in cash in order to prevent any carryover. Employees may also be required to cash out unscheduled compensatory time off at other times during the year.
- C. 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. Accumulated compensatory time for missed breaks must be scheduled or used by the end of the fiscal year. Requests to schedule or use such time must not be unreasonably denied. If, within the above timeframe, the compensatory time is not used or scheduled to be used, management shall schedule the time off for the employee. Compensation for missed breaks will not be paid out in cash.
- D. 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 (3½) hours on a day other than their normal scheduled workday shall be entitled to take a ½ hour meal break without loss of pay.

### **6.5 Distribution 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 who can perform the functions in the work unit to which the work is customarily assigned 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 will be given reasonable advance notice of the assignment to work overtime. Whenever practical, such notice shall be given 48 hours before the assigned overtime.

### **6.7 Employees will not receive compensation for overnight sleep time.**

## **ARTICLE 7 SALARIES AND WAGES**

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

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

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

### **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**

Effective December 19, 2020, 1.75% increase to base for employees not at maximum 2; and 1% increase to base for employees at maximum 2.

Effective the pay period that includes July 1, 2021, 2.0% increase to base.

Effective the pay period that includes July 1, 2022, 2.0% increase to base.

Effective the pay period that includes July 1, 2023, 2.0% increase to base.

#### **B. Minimums and Maximums**

The minimum and the maximum salaries for every title listed in Appendix A shall be increased by the amount of the across-the-board salary increases except that, on December 19, 2020 the maximum 2 shall increase by only

1%. An employee shall be advanced to the Maximum 2 salary in his or her respective salary range, and have his or her salary increased by the corresponding amount, in pay period 2 of the calendar year following the date the employee completes 24 full calendar months of employment in his or her job title at the Maximum 1 salary in his or her respective salary range.

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

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

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

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

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

- A. New employees hired from January 1 of the previous year through June 30 shall be eligible to receive a pro-rata portion of the salary progression payment described in 7.3 above.
  - 1. A pro-rata portion equals 1/12 of the full salary progression amount for each full month worked.
  - 2. Employees who begin employment on the first through the eighth day of a month receive full credit for the month; employees who begin their employment on the ninth through the twenty-third day of the month receive half credit for the month; employees who begin their employment after the twenty-third day of the month receive no credit for the month.
- B. New employees hired July 1 through December 31 shall be eligible in January following their first year anniversary for the full amount of the salary progression payment described in 7.3 above.



- C.
  - 1. An employee who goes on an unpaid leave of absence, is on a furlough leave for more than 30 days, or is absent without pay for ten or more intermittent days during 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:
  - 2. For every ten days that an employee is not in pay status during the period, his/her salary progression 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**

- A. 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 \$3.00 per hour for the duration of such assignment. 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. The employee must present a claim for out of title pay within one pay period after the pay period in which the alleged out of title duties were first assigned. If the dispute is not resolved by the TCA or Senior Manager, it will be resolved by the Classification Unit.
  - 1. "Substantially perform the duties of a higher title position" shall mean the performance of duties regularly performed exclusively by the higher title position for at least two (2) hours during a given workday.
  - 2. 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.
  - 3. 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.
  - 4. 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.

5. 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.
- B. Employees paid for performing out-of-title work shall receive credit for such work in full 30 day increments (i.e. 210 hours) when applying for promotion and/or advancement opportunities.

## **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 Ins**

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.

## **7.10 Lateral Transfers**

A "lateral transfer" shall be defined as the movement of an employee from his or her existing title to a new title having the same Maximum 1.

Notwithstanding the establishment of new salary ranges for employees hired after ratification of the July 1, 2012 to June 30, 2016 Agreement, lateral transfers under the July 1, 2008 to June 30, 2012 Agreement shall continue to be treated as lateral transfers with no salary adjustment. The affected titles are listed on Appendix B, and the movement of employees between titles referenced in Appendix B shall continue to be treated as lateral transfers.

## **ARTICLE 8**

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

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

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

1. The State Health Benefits Program (SHBP) is applicable to employees covered by this contract. Benefits and coverage provided under the SHBP shall conform to the requirements of P.L. 2011, c. 78, section 47, N.J.S.A. 52:14-17.29. Bargaining unit employees may select from any plan that the SHBP and/or the State health Benefits Plan Design Committee make available to employees of the Judiciary. Effective upon notice from the State that PPO plan(s) established in 2019 (commonly called “NJ Direct 2019” or “Unity” plan) is made available to Judiciary employees for enrollment, active eligible employees shall be eligible to participate in that plan. The Judiciary and the Union shall cooperate to facilitate open enrollment as made available by the State.
2. It is agreed that, as part of the SHBP, the Prescription Drug Benefit Program shall be continued during the period of this Agreement. The Prescription Drug Benefit Program may be modified by the State Health Benefits Plan Design Committee, pursuant to its authority under P.L. 2011, c. 78.
3. The State Health Benefits Plan Design Committee shall provide to employees the option to select one of at least three levels of coverage each for family, individual, individual and spouse, and individual and dependent, or equivalent categories, for each plan offered by the program to employees of the Judiciary, differentiated by out of pocket costs to employees including co-payments and deductibles. Pursuant to P.L. 2011, c. 78, the State Health Benefits Plan Design Committee has the sole discretion to set the amounts for maximums, co-pays, deductibles, and other such participant costs for all plans in the program and has the sole discretion to determine the plan design, plan components and coverage levels under the program. The premium rate for each plan is then established by the State Health Benefits Commission.
4. Consistent with law, active employees and/or their spouses shall not be reimbursed for Medicare Part B premium payments.

5. State statute specifically prohibits two employees/retirees who are married to each other, civil union partners, or same sex eligible domestic partners from both enrolling under the SHBP's plans and covering each other. An individual may be covered as an employee or as a dependent but not as both.

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

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

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

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

**C. Dental Care Plan**

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

#### **D. Eye Care Program**

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

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

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

- B. The State agrees to assume, upon retirement, the full cost of the Health Benefits coverage for State employees and their dependents including the cost of charges under Part B of the Federal Medicare Program for eligible employees and their spouses, but not including survivors, for employees who accrue 25 years of pension credit service, as provided under the State plan, by July 1, 1997.
- C. Those employees who accrued 25 years of pension credit service between July 1, 1997 and June 30, 2000 are eligible to receive the following when they retire:
  - 1. Employees in this group who elect upon retirement to enroll in any PPO plan other than a PPO 10 plan, any approved HMO Plan or High Deductible Health Plan (HDHP) shall not have to contribute to the cost of any premium for health insurance coverage.
  - 2. Employees in this group who elect to enroll in a PPO10 plan and earn \$40,000 or more in base salary in the year they retire shall pay the difference between the cost of that plan and the average of the cost to the State of the other PPO plans and the approved HMO Plans for health insurance coverage.
  - 3. Employees in this group who elect to enroll upon retirement in a PPO 10 plan and earn less than \$40,000 in base salary in the year they retire shall pay 1% of their annual base pay at retirement but not less than \$20.00 a month for health insurance coverage.
  - 4. Employees in this group shall receive Medicare Part B reimbursement after retirement up to a cap of \$46.10 per month per eligible employee and the employee's spouse.
- D. Those employees who accrued 25 years of pension service credit between July 1, 2000 and June 30, 2008 are eligible to receive the following when they retire:
  - 1. Employees in this group who elect upon retirement to enroll in any PPO plan other than a PPO 10 plan, any of the approved HMO Plans or a HDHP in retirement shall not have to contribute to the cost of any premium for health insurance coverage.
  - 2. Employees in this group who elect to enroll in a PPO 10 plan shall pay 25% of the premium cost of that plan for health insurance coverage.



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

## **ARTICLE 9 DISCIPLINARY ACTIONS**

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

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. Employees may provide a written response to counselings and warnings.

### **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. Discipline shall be progressive in nature and corrective in aim. The Judiciary shall bear the burden of proof. Discipline shall be brought within 90 business days of management's knowledge of a specific incident and accumulation of the evidence or other circumstances where appropriate except in the case of acts which would constitute a crime or continuing chronic offenses.

- 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. An employee's first written reprimand will not be considered in deciding the level of discipline to impose for subsequent disciplinary actions involving infractions of the same charge if the employee completes eighteen (18) consecutive months following the first written reprimand without incurring further discipline. This provision does not apply to chronic and/or excessive absenteeism and lateness infractions, or for any disciplinary actions other than the first written reprimand.
- D. Discipline for lateness shall be administered after consideration of the following factors:
  - 1. Length of Service;
  - 2. Prior disciplinary record with respect to lateness, including but not limited to:
    - a. Frequency/date(s)
    - b. Duration of the lateness incidents(s)
    - c. Prior penalties imposed;
  - 3. Corrective actions previously taken to address the problem;
  - 4. Impact on operations/consequences of the lateness;
  - 5. Overall record of the employee.

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

- A. Any employee who is subject to questioning by the Judiciary or its agents and has reasonable cause to believe that discipline may result is entitled to have Union representation during such questioning. If the Judiciary reasonably anticipates that discipline may result, it shall ensure that employees who are being questioned are advised of this entitlement. When the Judiciary notifies the union representative of such meeting, management will assist the union to obtain coverage for the union representative or an alternative in a timely manner. The Local unions shall designate the appropriate union representative and alternatives to be contacted in such situations.
- B. The Union may bring a reasonable number of representatives to a meeting/hearing. 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/or a National and/or 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 Minor Disciplinary Appeal Procedures**

- A. 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.
- B. 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 thirty (30) calendar days of the Notice of Minor Discipline being served. 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.
- C. The employee may be represented at the hearing by a Union representative or representatives as described in 9.4 above.

- D. 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.
- E. Hearings shall be conducted in the location where the discipline occurred. The scheduling of said hearing will be mutually agreed upon between Management, the Hearing Officer and the Union.
- F. 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 the need and request a short adjournment to the Counsel's Office (in the case of an AOC hearing) or from the local hearing officer (in the case of a vicinage hearing).
- G. Hearings of minor discipline shall be conducted by a local hearing officer. Local hearing officers shall be selected by the TCA or his/her designee, or in the case of a Central Office employee, by Counsel to the Administrative Director or his/her designee. A list of locally designated hearing officers shall be provided to the Union by the AOC and regularly updated.
- H. The departmental hearing is informal and shall address the following two questions: Did the employee commit the violation(s) as charged, and, if so, what is the appropriate penalty? The parties shall identify any relevant facts in dispute at the beginning of the hearing. If there are any relevant facts in dispute, witnesses and evidence should be presented as necessary. Each party may examine the witnesses but the hearings should not be formal like a trial. The parties may exchange written statements, not to exceed (five) 5 pages in length, along with discovery, no later than (five) 5 days prior to the hearing.
- I. The Hearing Officer shall issue an advisory recommendation to the Appointing Authority within five (5) business days after the departmental hearing (unless further information is required). The recommendation may be accompanied by a brief written decision. If a disciplinary appeal is

Decided in favor of the employee, the hearing officer shall have authority to recommend an appropriate remedy, which may include but is not limited to reinstatement, back pay, and the granting of specific benefits.

- J. If a career service employee disagrees with the local Hearing Officer's decision and the Union does not choose to arbitrate the matter, the employee may appeal to the Civil Service Commission in accordance with the Commission's rules. If an appeal is taken to the Civil Service Commission, it cannot be taken to arbitration. There will be no AOC hearing for minor discipline brought by a vicinage.
- K. If an unclassified employee disagrees with the local hearing officer's decision and the Union does not choose to arbitrate the matter, there is no further appeal right.

### **9.7 Advisory Arbitration of Minor Discipline**

- A. Employees may, through the Union, appeal minor discipline that involves suspensions to advisory arbitration within 30 calendar days of receipt of the final determination, by filing a request for arbitration. Requests for arbitration will be filed using the attached form A. The form should be filed with the Counsel's Office. Only the union will have the right to arbitrate a minor disciplinary action.
- B. The arbitrator will be selected on a rotation basis from a panel of arbitrators mutually acceptable to labor and management. Arbitrators will be reviewed and selected on an annual basis.
- C. Arbitrations will be scheduled on a regular basis and may be held regionally. No more than three hours may be spent on any one case, with each party having a maximum of 1 ½ hours for presentation of their case. The objective is for the arbitrator to review as many cases in the day as practicable.
- D. Written statements of no more than 5 pages may be submitted no later than 5 business days prior to the arbitration.
- E. Appeals will be heard within 60 days of assignment of an arbitrator.
- F. The hearing will determine whether the discipline was imposed in accordance with the just cause provisions of Section 9.3 in the contract. The hearing will be limited to the charges sustained at the local level. Prior to the hearing, the parties will confer in order to clarify or narrow the issues being appealed as may be appropriate.

- G. Parties shall have the right to introduce a reasonable number of witnesses and present documentary evidence. A necessary witness who is an employee of the Judiciary will be permitted to appear without loss of pay for the time of appearance and travel time as required.
- H. The arbitrator shall render a decision at the conclusion of the hearing accepting, rejecting, or modifying the hearing officer's decision with a concise statement of reason(s). See attached form "B".
- I. The advisory decision of the arbitrator will be recommended to the Administrative Director or his/her designee. Prior to issuing a final decision not to accept an advisory decision, in whole or in part, the Administrative Director or his/her designee, will meet with the Union to discuss that decision. If a disciplinary appeal is decided in favor of the employee, the arbitrator shall have authority to recommend an appropriate remedy, which may include but is not limited to reinstatement, back pay, and the granting of specific benefits.
- J. The parties will split the cost of the arbitration equally. If the arbitrator hears cases involving employees from other Unions, the cost of the arbitrator shall be prorated based on the length of the matter(s) heard that day.
- K. Minor discipline is not subject to the grievance or arbitration provisions in this contract, except as outlined in 9.7 above.

## **9.8 Major Disciplinary Appeal Procedure**

- A. 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 thirty (30) calendar 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.
- B. The employee may have Union representation at the hearing as described in section 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 forty-five (45) calendar days after the hearing, or such additional time as may be agreed to by the parties.
- C. Career Service employees may appeal this decision to the Civil Service Commission in accordance with applicable regulations. Time periods for major discipline of career service employees shall be consistent with the Administrative Code.

- D. Departmental hearings referenced in section 9.8A 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.
- E. Unclassified employees may appeal the Appointing Authority's decision on major discipline through the Union to advisory arbitration in accordance with the following procedures:
1. 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.
  2. 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.
  3. 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. Any other cost of the arbitration proceeding, including the cost of recording, shall be borne by the party requesting the services, unless the other party requests a copy of the recording, in which case the cost will be shared equally by the parties.

4. 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.
5. Prior to issuing a final decision not to accept an advisory decision, in whole or in part, the Administrative Director or his or her designee will meet with the Union to discuss that decision.

## **9.9 Miscellaneous Provisions**

- A. No loss of pay shall be sustained by any employee, including Union representatives and witnesses, as a result of attendance at departmental 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. 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 hearing officer with a copy of the record without charge. A copy shall also be provided to the other party if that party agrees to share the cost.
- D. Employees serving a working test period may appeal the departmental decision to the New Jersey Civil Service Commission in accordance with applicable regulations.
- E. Except as herein provided major disciplinary actions are neither grievable nor arbitrable and are only appealable in accordance with the provisions of this Article.

## MINOR DISCIPLINE REQUEST FOR ARBITRATION

Employee's Name: \_\_\_\_\_

Union Representative: \_\_\_\_\_

Vicinage: \_\_\_\_\_

Date of Minor Discipline Decision: \_\_\_\_\_

Issues in Dispute: (Attach additional pages if necessary)

(1) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(2) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Names of all witnesses with first-hand knowledge to testify at the arbitration:

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_ By: \_\_\_\_\_

## ARBITRATION DECISION-MINOR DISCIPLINE

Employee's Name: \_\_\_\_\_

Vicinage: \_\_\_\_\_

Charges: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Penalty Sought: \_\_\_\_\_  
\_\_\_\_\_

Decision:

\_\_\_\_\_ Charges sustained

\_\_\_\_\_ Charges dismissed

\_\_\_\_\_ Charges partially sustained and partially dismissed as follows:

Penalty:

\_\_\_\_\_ Sustained

\_\_\_\_\_ Dismissed

\_\_\_\_\_ Modified to: \_\_\_\_\_

Reasons: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_ By: \_\_\_\_\_

## **ARTICLE 10 GRIEVANCES**

### **10.1 Grievance Definition**

A "grievance" is an appeal of:

- 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 affect the 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. Grievances shall be in writing and shall, to the extent known, identify the matters in dispute as set forth in Section 10.1.
- 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 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 sustain no loss in pay or benefits for appearances at grievance hearings and/or travel time during working hours.

If the hearing extends beyond the employee's normal working hours or is held other than during 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.
- O. If a grievance is filed alleging any act(s) of workplace violence against an employee, the Judiciary will be allowed thirty (30) days to investigate and make a determination before conducting a meeting to hear the grievance, notwithstanding the time frames in Section 10.5 below. This time limit may be extended by agreement of the Judiciary and the Union. The grievance will be heard as soon as reasonably possible after the determination has been received or the time limit has expired, whichever is sooner. Management will provide a copy of the determination to the employee and Union. Any confidential information will be removed.

#### **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 to the first level of supervision or management having authority to effect a remedy (or to the applicable designee) within twenty-five (25) 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 or manager (or his/her designee) 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 Counsel's Office with a copy 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 twenty-five (25) business days of the hearing, unless the time frame is extended by the written consent of the parties. 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.



Any other cost of the arbitration proceeding, including the cost of recording, shall be borne by the party requesting the services, unless the other party requests a copy of the recording or other services, in which case the costs will be shared equally by the parties.

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

### **TERM OF AGREEMENT**

#### **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, 2020 to June 30, 2024.

#### **11.3 Start of Negotiations**

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

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

## **ARTICLE 13**

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

- 13.1** 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 1 <sup>st</sup>
Martin Luther King's Birthday .....	3 <sup>rd</sup> Monday in January
Presidents' Day .....	3 <sup>rd</sup> Monday in February
Good Friday .....	Friday before Easter
Memorial Day .....	Last Monday in May
Juneteenth .....	3 <sup>rd</sup> Friday in June
Independence Day .....	July 4 <sup>th</sup>
Labor Day .....	1 <sup>st</sup> Monday in September
Columbus Day .....	2 <sup>nd</sup> Monday in October
Election Day .....	1 <sup>st</sup> Tuesday after 1 <sup>st</sup> Monday in November
Veteran's Day .....	November 11 <sup>th</sup>
Thanksgiving Day .....	4 <sup>th</sup> Thursday in November
Christmas Day .....	December 25 <sup>th</sup>

### 14.2 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.

## **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 Chief of the Labor and Employee Relations Unit. Nothing herein shall preclude either party from pursuing any other remedies at law.

### **15.4 Probationary Period**

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.

## **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 provided herein:

- A. One working day for the initial month of employment if the employee begins work on the 1<sup>st</sup> through the 8<sup>th</sup> day of the calendar month, and one-half working day if the employee begins work on the 9<sup>th</sup> through the 23<sup>rd</sup> day of the month. Thereafter, during the 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**

Employees whose vacation days on January 1, 1995 exceeded the limits in 16.2, above, shall be grandfathered at their level of vacation leave at the time 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 ½ 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. Responses to timely requests for vacation will be provided to the employee as soon as possible, normally within two weeks. 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 or manager, 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, employees shall be credited with one half ( $\frac{1}{2}$ ) day of administrative leave after each month of employment, up to a maximum of three (3) days for the year. Beginning with the second calendar year of employment, 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 $\frac{1}{2}$ Hours**

Administrative leave may be granted and shall be recorded and tracked in  $\frac{1}{2}$  hour increments.

#### **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); and NJ Safe Act, P.L. 2013, c.82.
  - 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:1.21B for definition of "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.
- 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, domestic partner, civil union partner, 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 or any other individual whose close association with the employee is the equivalent of a family relationship, such as a step-relative.

### **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.

If unit procedures require a designated contact person, the Judiciary shall provide name(s) of individuals to be contacted and an alternate method of communication if designated individual(s) are not available.

- 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.

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

Sick leave may be utilized and shall be recorded and tracked in ½ 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 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 January 1, 1995 who heretofore had 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. References to safety are intended to include a concept of reasonable personal security and protections which shall be maintained to assure employees against physical harm.
- B. The parties 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 Civil Service Commission.

## **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 by the local Human Resources Office. In the event that more than one file is kept, the employee shall be informed of the whereabouts of the 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 may offer training programs that are aimed at skills development and improvement in order to afford employees a greater opportunity for performance improvement and professional growth in a fiscal year in an amount to be determined by the Judiciary. The approval process to participate in such programs will be at management's discretion.

#### **23.2 Tuition Aid**

- A. The Judiciary shall fund a Tuition Aid/Educational Enhancement Fund in an amount of not less than \$25,000 for the first fiscal year (fiscal year 2021), during the term of the contract (to be shared by both JCAU bargaining units). Unused funds shall not rollover to the next fiscal year. For the second (fiscal year 2022) and third (fiscal year 2023) fiscal years of the contract, the Fund shall be in an amount of not less than \$30,000 per fiscal year. If the total usage of the Fund in fiscal years 2022 and 2023 is less than eighty-five percent (85%) of the total allotted amount of the Fund for the final fiscal year (fiscal year 2024) will be reduced by \$5,000 (reverting back to the original amount of \$25,000).

The approval process to participate in this program will be at management's discretion and approval will not be unreasonably denied. The JCAU Chairperson will receive a Tuition Aid Reimbursement Report on July 15 for the prior fiscal year.

- B. For the term of the contract, the amount of reimbursement per person may be up to but shall not exceed \$750 per course and will be capped at \$1,500 per fiscal year. Funds not reimbursed by May 15 of each fiscal year will lapse and any reimbursement for previously approved applications will be paid from the next fiscal year's tuition aid Fund.

#### **23.3 Grievability**

With the exception of Article 23.2 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. Such payment shall be in the amount of \$650 for those employees who have completed at least 12 months of service in an eligible title as of July 1 of each year (for the term of this contract). 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 shall receive a payment in the amount of \$325. Part-time employees will receive the appropriate pro-rata share.

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.

### **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 Judiciary Travel Regulations**

Employee use of automobiles and attendant matters, including meal allowances, shall be governed by the Judiciary Travel Regulations. The Judiciary shall notify the Union of any changes in the Judiciary Travel Regulations.

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

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

**(iii) Disciplinary Action Record**

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

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

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



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

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

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

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

- G. Following the closing date of the posting, positions that will be filled shall be filled with qualified individuals.
- H. Where Info Net access is available, notices of vacancy are not required to be posted on bulletin boards, except in areas where employees don't have access to computers.

## **28.2 Voluntary Transfer**

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

## **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, using a form provided by the Judiciary.
- C. Whenever management intends to fill a vacant position, management shall check the above described request file and let the employee know of the vacancy and the local hiring manager know of the employee's interest. This provision is not subject to the arbitration provisions of Article 10.

## **28.4 Involuntary Transfers and Reassignment**

**Section 1.** County judicial employees who became State judicial employees on January 1, 1996 as a result of the Judicial Employees' Unification Act.

- A. No county judicial employee who became a State judicial employee on January 1, 1995 as a result of the Judicial Employees Unification Act shall be transferred or reassigned between counties or between a county and the 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.

## **Section 2. Other Judiciary employees**

- A. Career service employees other than those covered by section 1 above shall be subject to transfer as provided by Civil Service rules. In the event that a temporary transfer is to be made without an employee's consent, the Judiciary shall seek and consider volunteers. Employee hardship will be considered in the final determination regarding a transfer. In the event that an emergency transfer is to be made without an employee's consent, the Judiciary shall seek and consider volunteers for emergency transfers if practicable.
- B. The Judiciary may, on a temporary basis not to exceed sixty (60) days, as a result of an emergency, involuntarily transfer an unclassified employee who did not become a state Judicial employee on January 1, 1995 as a result of the Judicial Employees Unification Act.
- C. If it becomes necessary, on a permanent basis, to involuntarily transfer an unclassified employee who did not become a state Judicial employee on January 1, 1995 as a result of the Judicial Employees Unification Act, the Judiciary may solicit and consider volunteers from the existing qualified workforce. Qualified volunteers will be selected for the transfer unless there is a legitimate operational reason not to select such volunteer, with explanation of that reason to the volunteer and to the Union. If an involuntary transfer is to be made, seniority and employee hardship will be considered in the determination regarding the transfer.

### **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 CSC 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 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 system will be utilized for all employees covered by this agreement. This system is subject to change by the Judiciary upon 45 days notice to the Union.
- E. There will be a section that will be for the employee's comments. The employee's signature on the performance advisory shall indicate that the employee has seen the completed performance advisory. The employee will have access to the completed performance advisory at each review. Electronic signatures are permissible.
- F. Employees may not utilize the grievance procedure to challenge the specific content of the completed performance advisory. However, an employee who believes that the specific content of the completed performance advisory does not accurately reflect the employee's work may request a meeting with the next level of management that is above the employee's immediate supervisor. A meeting will be scheduled where the employee may make known his/her concerns to the higher-level manager, and the manager may request that the immediate supervisor attend such meeting. If appropriate, the parties may discuss possible resolution of such concerns. This meeting is not, however, to be considered an appeal or grievance and the Union steward will be present only in exceptional circumstances.

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

- G. To the extent that there is a claimed violation of the specific procedures of this Article, the non-contractual grievance procedure is available to resolve the dispute. No disputes of any kind concerning this Article shall be subject to arbitration.

## **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 Information 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.



- E. A copy of the initial request for reclassification shall be sent to the JCAU Executive Board upon receipt of same by the Judiciary.
- F. If the determination indicates that higher duties are being performed, the higher level duties must be removed immediately upon finalization of the title determination unless an exception is granted. In addition, the employee will receive the out-of-title pay retroactive to the pay period immediately after 14 days from the date the local Human Resources Office received the completed reclassification request until the date the higher level duties are relinquished. The employee will also receive credit for performing the higher-level work when applying for advancement and /or promotional opportunities equivalent to the same time period for which the employee received retroactive payment. If management chooses to upgrade, the position will be posted within the affected appointing authority and open to competition for selection.

## **30.2 Appeals**

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

Appeals concerning the band or level assignment within a band must be submitted in writing to the Classification Review Board within the Judiciary.
- 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 position is at a new level within the band or an unclassified position is at a new band or level within the band, the higher level duties must be removed immediately upon finalization of the title determination unless an exception is granted. The appellant will receive the higher level pay retroactive to the pay period immediately after 14 days from the date the local Human Resources Office received the completed reclassification request until the date the higher level duties are relinquished. The appellant will also receive credit for performing the higher-level work for advancement and promotional opportunities equivalent to the same time period for which the appellant receives retroactive payment. If management chooses to upgrade, the position will be posted within the affected appointing authority and open to competition for selection.

### **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** 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 PROPERTY CLOTHING REIMBURSEMENT**

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

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

The submission of claims and the payment of same shall be made in accordance with State of New Jersey Judiciary Policy and Procedure on Reimbursement for Damage to Personal Property.

For the term of this contract, the maximum reimbursement amount shall remain at \$2,000.

## **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**


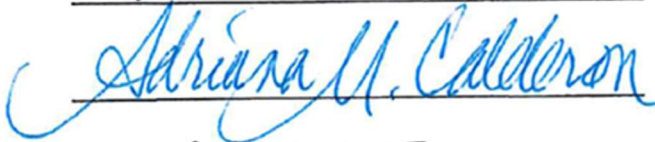
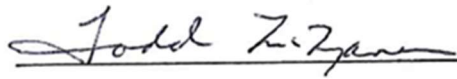
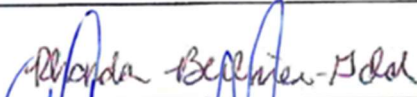
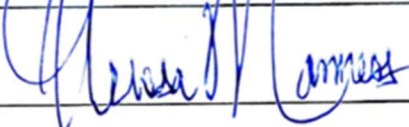
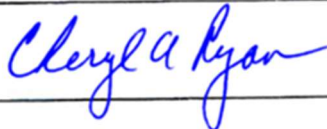
- A. The release of employees by the Chief Justice, or designee, from the workplace due to inclement weather or other emergencies shall not result in a loss of earnings for the hours of release time, however, employees on leave at the time shall not have their leave credit adjusted.
- B. The Judiciary 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, equivalent to the authorized time off for that category of work week (e.g. 7 hours for 35 hour employees or 8 hours for 40 hour employees).

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

FOR THE JUDICIARY OF THE  
STATE OF NEW JERSEY

  
\_\_\_\_\_  
  
\_\_\_\_\_  
Robert D. Tracy  
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Deirdre K. Hartman  
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Michelle M. Smith  
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FOR THE JUDICIARY COUNCIL OF  
AFFILIATED UNIONS

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Karen Bellamy Lewis  
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DocuSigned by:  
Marcus King  
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DocuSigned by:  
Monica McLeod  
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DocuSigned by:  
Adam Liebtog  
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Donna Parrish  
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# **SIDE LETTER #1**

## **REGARDING MAXIMUM AND MAXIMUM 2 SALARY OF CERTAIN TITLES**

The New Jersey State Judiciary ("Judiciary") and the Judicial Council of Affiliated Unions ("Union"), in support of both Support Staff ("SS") and Support Staff Supervisors ("SSS"), hereby agree to this Side Letter Agreement as a modification of the terms of their collective negotiations agreement for the period of July 1, 2020 to June 30, 2024.

1. The Judiciary and the Union recently reached a settlement of their 2020-2024 collective negotiations agreement, the terms of which are memorialized in a Memorandum of Agreement reached on December 14, 2020, ("MOA"). Among other provisions, it was agreed that effective December 19, 2020, the Maximum 2 salary for all titles would increase by 1.0% while all other salaries, including the Maximum salary for all titles, would increase by 1.75%. It was similarly agreed that employees at the Maximum 2 salary level would receive an across-the-board ("ATB") increase of 1.0% effective December 19, 2020, while all other negotiations unit employees would receive an ATB of 1.75% on that date.
2. When the December 19, 2020, ATBs and salary range increases were calculated, it was discovered that for certain titles, the Schedule A Maximum salaries would exceed the Schedule A Maximum 2 salaries if the ATBs and salary range increases were implemented in accordance with the terms of the MOA. These titles include: Court Services Representative, Judiciary Clerk 1, Judiciary Clerk Driver, Judiciary Account Clerk, Judiciary Clerk 2, Judiciary Clerk 2 (Clerk Driver), Printing Operations Technician 1, Judiciary Account Clerk 2, Judiciary Clerk 3, Judiciary Clerk 3/Court Clerk, Judiciary Secretary 1, Printing Operations Technician 2, Clerk to the Grand Jury, Judiciary Clerk 4, Investigator, Information Systems Technician 1, Information Systems Technician 2, Supervisor 1 and Supervisor 2. This had not been the intent of the parties when they concluded their MOA.
3. Therefore, the parties hereby agree that with respect only to the Schedule A salary ranges for the titles listed in Paragraph 2, above, the Schedule A Maximum 2 salary will be adjusted to equal the Schedule A Maximum salary for those titles after the application of the 1.75% December 19, 2020 increase. The salaries of employees on the Schedule A Maximum 2 for the titles listed in Paragraph 2, above, will likewise be adjusted to equal the Schedule A Maximum salary for those titles after the application of the 1.75% December 19, 2020 increase. These adjustments will be effective the second pay period of January 2021 and reflected on the January 2021 Salary Chart in the 2020-2024 contract.
4. Employees in the titles listed in Paragraph 2, above, who are currently at the Schedule A Maximum salary will remain recorded as being at the Schedule A Maximum salary, and will not be deemed to have moved to Maximum 2 on




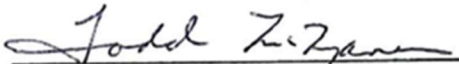

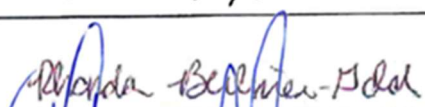
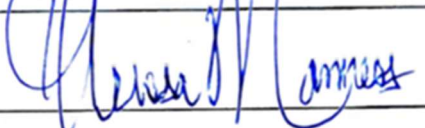

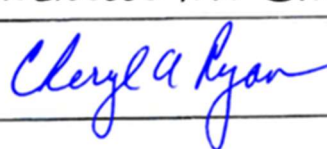


Schedule A until pay period 2 of the calendar year following the date the employee completes 24 full months of employment in their job title at the Schedule A Maximum salary in the respective salary range. However, because the Schedule A Maximum and Maximum 2 salaries for the titles listed in Paragraph 2, above, will be identical, movement from Maximum to Maximum 2 salary for such employees shall result in no additional increase in pay.

5. All provisions of the parties' MOA and their collective negotiations agreement for the period July 1, 2020 to June 30, 2024, shall remain in full force and effect except as expressly modified herein. In case of conflict between this Side Letter Agreement and the parties' MOA/collective negotiations agreement that cannot otherwise be resolved, the terms of this Side Letter Agreement shall control.

Date: September 09, 2021

For The Judiciary:

Date: September 09, 2021

For The Union:

DocuSigned by:  
  
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# APPENDIX A

## JCAU SUPPORT STAFF SUPERVISORY COMPENSATION SCHEDULE

DECEMBER 2020					
Title	Minimum	Employees Hired On or Before August 20, 2014		Employees Hired After August 20, 2014	
		Maximum	Maximum 2	Maximum	Maximum2
Supervisor 1	\$49,142.74	\$77,895.19	\$77,721.67	\$69,733.70	\$71,503.93
Supervisor 2	\$55,532.15	\$90,674.02	\$90,472.05	\$81,173.62	\$83,234.29

JANUARY 2021**					
Title	Minimum	Employees Hired On or Before August 20, 2014		Employees Hired After August 20, 2014	
		Maximum	Maximum 2	Maximum	Maximum2
Supervisor 1	\$49,142.74	\$77,895.19	\$77,895.19	\$69,733.70	\$71,503.93
Supervisor 2	\$55,532.15	\$90,674.02	\$90,674.02	\$81,173.62	\$83,234.29

JULY 2021					
Title	Minimum	Employees Hired On or Before August 20, 2014		Employees Hired After August 20, 2014	
		Maximum	Maximum 2	Maximum	Maximum2
Supervisor 1	\$50,125.59	\$79,453.09	\$79,453.09	\$71,128.37	\$72,934.01
Supervisor 2	\$56,642.79	\$92,487.50	\$92,487.50	\$82,797.09	\$84,898.98

JULY 2022					
Title	Minimum	Employees Hired On or Before August 20, 2014		Employees Hired After August 20, 2014	
		Maximum	Maximum 2	Maximum	Maximum2
Supervisor 1	\$51,128.10	\$81,042.15	\$81,042.15	\$72,550.94	\$74,392.69
Supervisor 2	\$57,775.65	\$94,337.25	\$94,337.25	\$84,453.03	\$86,596.96

\*\* See Side Letter #1 dated: September 09, 2021

<b>JULY 2023</b>					
<b>Title</b>	<b>Minimum</b>	<b>Employees Hired On or Before August 20, 2014</b>		<b>Employees Hired After August 20, 2014</b>	
		<b>Maximum</b>	<b>Maximum 2</b>	<b>Maximum</b>	<b>Maximum2</b>
Supervisor 1	\$52,150.66	\$82,662.99	\$82,662.99	\$74,001.96	\$75,880.54
Supervisor 2	\$58,931.16	\$96,224.00	\$96,224.00	\$86,142.09	\$88,328.90

## APPENDIX B

### SALARY COMPARISON

Band Name	Current Negotiations Unit	Old Title	New Title	New Negotiations Unit
Support Staff	JCAU-SS	Clerk to the Grand Jury	Administrative Specialist 1	CWA-PNC
			Court Services Officer Trainee	CWA-PNC
Support Staff	JCAU-SS	Judiciary Clerk 4	Administrative Specialist 1	CWA-PNC
			Court Services Officer Trainee	CWA-PNC
Support Staff	JCAU-SS	Info. System Technician 2	Administrative Specialist 1	CWA-PNC
			Court Services Officer Trainee	CWA-PNC
Support Staff	CWA-PNC	Administrative Specialist 1	Clerk to the Grand Jury Judiciary Clerk 4 Info. Systems Technician 2	JCAU-SS
Prof. Admin.	CWA-PNC	Administrative Specialist 2	Investigator	JCAU-SS
			Supervisor 1	JCAU-SSUP
Case Processing	JCAU-SSUP	Investigator	Administrative Specialist 2 Court Services Officer 1 (35)	CWA-PNC
Case Processing	CWA-PNC	Court Services Officer Trainee	Clerk to the Grand Jury Judiciary Clerk 4 Info. Systems Technician 2	JCAU-SS
Case Processing	CWA-PNC	Court Services Officer 1 (35 hour work week)	Investigator	JCAU-SS
			Supervisor 1	JCAU-SSUP
Sup. Staff Sup.	JCAU-SSUP	Supervisor 1	Administrative Specialist 2 Court Services Officer 1 (35)	CWA-PNC
Info. Tech.	CWA-PNC	Info. Technology Analyst 1	Supervisor 2	JCAU-SSUP
Sup. Staff Sup.	JCAU-SSUP	Supervisor 2	Information Technology Analyst 1	CWA-PNC
Support Staff	Non-Rep	Judiciary Secretary 2 (Confidential)	Clerk to the Grand Jury Judiciary Clerk 4 Info. Systems Technician 2	JCAU-SS
			Administrative Specialist 1 Court Services Officer Trainee	CWA-PNC
Support Staff	Non-Rep	Executive Support Specialist (Confidential)	Court Services Officer 2 (35) Financial Specialist Administrative Specialist 3 Judiciary Coordinator 1 Librarian 1	CWA-PNC

## APPENDIX C

### PAID UNION LEAVE DAYS

VICINAGE	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



# **UNION NEGOTIATED PLANS - NJ DIRECT Member Contribution Rates**

## **APPENDIX D**

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



**NJDPB**  
Pensions & Benefits

## UNION NEGOTIATED PLANS - NJ DIRECT Member Contribution Rates

ANNUAL SALARY	SINGLE		EMPLOYEE & SPOUSE/PARTNER		FAMILY		PARENT/CHILD	
	% pay contribution	\$ of pay employee contribution	% pay contribution	\$ of pay employee contribution	% pay contribution	\$ of pay employee contribution	% pay contribution	\$ of pay employee contribution
\$57,000	3.40%	\$1,938	4.50%	\$2,565	5.00%	\$2,850	4.50%	\$2,565
\$58,000	3.40%	\$1,972	4.50%	\$2,610	5.00%	\$2,900	4.50%	\$2,610
\$59,000	3.40%	\$2,006	4.50%	\$2,655	5.00%	\$2,950	4.50%	\$2,655
\$60,000	3.75%	\$2,250	5.50%	\$3,300	6.00%	\$3,600	5.00%	\$3,000
\$61,000	3.75%	\$2,288	5.50%	\$3,355	6.00%	\$3,660	5.00%	\$3,050
\$62,000	3.75%	\$2,325	5.50%	\$3,410	6.00%	\$3,720	5.00%	\$3,100
\$63,000	3.75%	\$2,363	5.50%	\$3,465	6.00%	\$3,780	5.00%	\$3,150
\$64,000	3.75%	\$2,400	5.50%	\$3,520	6.00%	\$3,840	5.00%	\$3,200
\$65,000	3.75%	\$2,438	5.75%	\$3,738	6.50%	\$4,225	5.25%	\$3,413
\$66,000	3.75%	\$2,475	5.75%	\$3,795	6.50%	\$4,290	5.25%	\$3,465
\$67,000	3.75%	\$2,513	5.75%	\$3,853	6.50%	\$4,355	5.25%	\$3,518
\$68,000	3.75%	\$2,550	5.75%	\$3,910	6.50%	\$4,420	5.25%	\$3,570
\$69,000	3.75%	\$2,588	5.75%	\$3,968	6.50%	\$4,485	5.25%	\$3,623
\$70,000	4.00%	\$2,800	6.20%	\$4,340	7.25%	\$5,075	5.75%	\$4,025
\$71,000	4.00%	\$2,840	6.20%	\$4,402	7.25%	\$5,148	5.75%	\$4,083
\$72,000	4.00%	\$2,880	6.20%	\$4,464	7.25%	\$5,220	5.75%	\$4,140
\$73,000	4.00%	\$2,920	6.20%	\$4,526	7.25%	\$5,293	5.75%	\$4,198
\$74,000	4.00%	\$2,960	6.20%	\$4,588	7.25%	\$5,365	5.75%	\$4,255
\$75,000		\$2,977		\$4,678	7.25%	\$5,438		\$4,400
\$76,000		\$2,977		\$4,678	7.25%	\$5,510		\$4,400
\$77,000		\$2,977		\$4,678	7.25%	\$5,583		\$4,400
\$78,000		\$2,977		\$4,678	7.25%	\$5,655		\$4,400
\$79,000		\$2,977		\$4,678	7.25%	\$5,728		\$4,400
\$80,000		\$3,083		\$4,890	7.25%	\$5,800		\$4,550
\$81,000		\$3,083		\$4,890	7.25%	\$5,873		\$4,550
\$82,000		\$3,083		\$4,890	7.25%	\$5,945		\$4,550
\$83,000		\$3,083		\$4,890	7.25%	\$6,018		\$4,550
\$84,000		\$3,083		\$4,890	7.25%	\$6,090		\$4,550
\$85,000		\$3,083		\$5,316	7.50%	\$6,375		\$4,950
\$86,000		\$3,083		\$5,316	7.50%	\$6,450		\$4,950
\$87,000		\$3,083		\$5,316	7.50%	\$6,525		\$4,950
\$88,000		\$3,083		\$5,316	7.50%	\$6,600		\$4,950
\$89,000		\$3,083		\$5,316	7.50%	\$6,675		\$4,950
\$90,000		\$3,083		\$5,316	7.50%	\$6,750		\$4,950
\$91,000		\$3,083		\$5,316	7.50%	\$6,825		\$4,950
\$92,000		\$3,083		\$5,316	7.50%	\$6,900		\$4,950
\$93,000		\$3,083		\$5,316	7.50%	\$6,975		\$4,950
\$94,000		\$3,083		\$5,316	7.50%	\$7,050		\$4,950
\$95,000		\$3,190		\$5,316	7.50%	\$7,125		\$4,950



**NJDPB**  
Pensions & Benefits

## UNION NEGOTIATED PLANS - NJ DIRECT Member Contribution Rates

ANNUAL SALARY	SINGLE		EMPLOYEE & SPOUSE/PARTNER		FAMILY		PARENT/CHILD	
	% pay contribution	\$ of pay employee contribution	% pay contribution	\$ of pay employee contribution	% pay contribution	\$ of pay employee contribution	% pay contribution	\$ of pay employee contribution
\$96,000		\$3,190		\$5,316	7.50%	\$7,200		\$4,950
\$97,000		\$3,190		\$5,316	7.50%	\$7,275		\$4,950
\$98,000		\$3,190		\$5,316	7.50%	\$7,350		\$4,950
\$99,000		\$3,190		\$5,316	7.50%	\$7,425		\$4,950
\$100,000		\$3,190		\$6,390		\$8,213		\$5,950
\$101,000		\$3,190		\$6,390		\$8,213		\$5,950
\$102,000		\$3,190		\$6,390		\$8,213		\$5,950
\$103,000		\$3,190		\$6,390		\$8,213		\$5,950
\$104,000		\$3,190		\$6,390		\$8,213		\$5,950
\$105,000		\$3,190		\$6,390		\$8,213		\$5,950
\$106,000		\$3,190		\$6,390		\$8,213		\$5,950
\$107,000		\$3,190		\$6,390		\$8,213		\$5,950
\$108,000		\$3,190		\$6,390		\$8,213		\$5,950
\$109,000		\$3,190		\$6,390		\$8,213		\$5,950
\$110,000		\$3,190		\$6,390		\$9,122		\$5,950
\$111,000		\$3,190		\$6,390		\$9,122		\$5,950
\$112,000		\$3,190		\$6,390		\$9,122		\$5,950
\$113,000		\$3,190		\$6,390		\$9,122		\$5,950
\$114,000		\$3,190		\$6,390		\$9,122		\$5,950
\$115,000		\$3,190		\$6,390		\$9,122		\$5,950
\$116,000		\$3,190		\$6,390		\$9,122		\$5,950
\$117,000		\$3,190		\$6,390		\$9,122		\$5,950
\$118,000		\$3,190		\$6,390		\$9,122		\$5,950
\$119,000		\$3,190		\$6,390		\$9,122		\$5,950
\$120,000		\$3,190		\$6,390		\$9,122		\$5,950
\$121,000		\$3,190		\$6,390		\$9,122		\$5,950
\$122,000		\$3,190		\$6,390		\$9,122		\$5,950
\$123,000		\$3,190		\$6,390		\$9,122		\$5,950
\$124,000		\$3,190		\$6,390		\$9,122		\$5,950
\$125,000		\$3,190		\$6,390		\$9,122		\$5,950
\$126,000		\$3,190		\$6,390		\$9,122		\$5,950
\$127,000		\$3,190		\$6,390		\$9,122		\$5,950
\$128,000		\$3,190		\$6,390		\$9,122		\$5,950
\$129,000		\$3,190		\$6,390		\$9,122		\$5,950
\$130,000		\$3,190		\$6,390		\$9,122		\$5,950
\$131,000		\$3,190		\$6,390		\$9,122		\$5,950
\$132,000		\$3,190		\$6,390		\$9,122		\$5,950
\$133,000		\$3,190		\$6,390		\$9,122		\$5,950
\$134,000		\$3,190		\$6,390		\$9,122		\$5,950

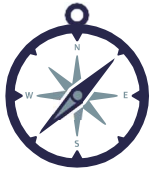




**NJDPB**  
Pensions & Benefits

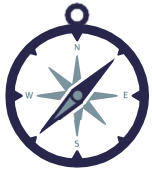
## UNION NEGOTIATED PLANS - NJ DIRECT Member Contribution Rates

ANNUAL SALARY	SINGLE		EMPLOYEE & SPOUSE/PARTNER		FAMILY		PARENT/CHILD	
	% pay contribution	\$ of pay employee contribution	% pay contribution	\$ of pay employee contribution	% pay contribution	\$ of pay employee contribution	% pay contribution	\$ of pay employee contribution
\$135,000		\$3,190		\$6,390		\$9,122		\$5,950
\$136,000		\$3,190		\$6,390		\$9,122		\$5,950
\$137,000		\$3,190		\$6,390		\$9,122		\$5,950
\$138,000		\$3,190		\$6,390		\$9,122		\$5,950
\$139,000		\$3,190		\$6,390		\$9,122		\$5,950
\$140,000		\$3,190		\$6,390		\$9,122		\$5,950
\$141,000		\$3,190		\$6,390		\$9,122		\$5,950
\$142,000		\$3,190		\$6,390		\$9,122		\$5,950
\$143,000		\$3,190		\$6,390		\$9,122		\$5,950
\$144,000		\$3,190		\$6,390		\$9,122		\$5,950
\$145,000		\$3,190		\$6,390		\$9,122		\$5,950
\$146,000		\$3,190		\$6,390		\$9,122		\$5,950
\$147,000		\$3,190		\$6,390		\$9,122		\$5,950
\$148,000		\$3,190		\$6,390		\$9,122		\$5,950
\$149,000		\$3,190		\$6,390		\$9,122		\$5,950
\$150,000		\$3,190		\$6,390		\$9,122		\$5,950



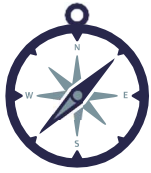
## UNION NEGOTIATED PLANS - Tiered Network Plan Member Contribution Rates

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



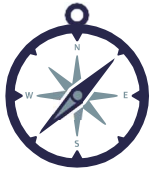
**UNION NEGOTIATED PLANS**  
**- Tiered Network Plan**  
**Member Contribution Rates**

ANNUAL SALARY	SINGLE		EMPLOYEE & SPOUSE/PARTNER		FAMILY		PARENT/CHILD	
	% pay contribution	\$ of pay employee contribution	% pay contribution	\$ of pay employee contribution	% pay contribution	\$ of pay employee contribution	% pay contribution	\$ of pay employee contribution
\$59,000	2.55%	\$1,505	3.38%	\$1,991	3.75%	\$2,213	3.38%	\$1,991
\$60,000	2.81%	\$1,688	4.13%	\$2,475	4.50%	\$2,700	3.75%	\$2,250
\$61,000	2.81%	\$1,716	4.13%	\$2,516	4.50%	\$2,745	3.75%	\$2,288
\$62,000	2.81%	\$1,744	4.13%	\$2,558	4.50%	\$2,790	3.75%	\$2,325
\$63,000	2.81%	\$1,772	4.13%	\$2,599	4.50%	\$2,835	3.75%	\$2,363
\$64,000	2.81%	\$1,800	4.13%	\$2,640	4.50%	\$2,880	3.75%	\$2,400
\$65,000	2.81%	\$1,828	4.31%	\$2,803	4.88%	\$3,169	3.94%	\$2,559
\$66,000	2.81%	\$1,856	4.31%	\$2,846	4.88%	\$3,218	3.94%	\$2,559
\$67,000	2.81%	\$1,884	4.31%	\$2,889	4.88%	\$3,266	3.94%	\$2,638
\$68,000	2.81%	\$1,913	4.31%	\$2,933	4.88%	\$3,315	3.94%	\$2,678
\$69,000	2.81%	\$1,941	4.31%	\$2,976	4.88%	\$3,364	3.94%	\$2,717
\$70,000	3.00%	\$2,100	4.65%	\$3,255	5.44%	\$3,806	4.31%	\$3,019
\$71,000	3.00%	\$2,130	4.65%	\$3,302	5.44%	\$3,861	4.31%	\$3,062
\$72,000	3.00%	\$2,160	4.65%	\$3,348	5.44%	\$3,915	4.31%	\$3,105
\$73,000	3.00%	\$2,190	4.65%	\$3,395	5.44%	\$3,969	4.31%	\$3,148
\$74,000	3.00%	\$2,220	4.65%	\$4,588	5.44%	\$4,024	4.31%	\$3,191
\$75,000		\$2,233		\$3,509	5.44%	\$4,078		\$3,300
\$76,000		\$2,233		\$3,509	5.44%	\$4,133		\$3,300
\$77,000		\$2,233		\$3,509	5.44%	\$4,187		\$3,300
\$78,000		\$2,233		\$3,509	5.44%	\$4,241		\$3,300
\$79,000		\$2,233		\$3,509	5.44%	\$4,296		\$3,300
\$80,000		\$2,312		\$3,668	5.44%	\$4,350		\$3,413
\$81,000		\$2,312		\$3,668	5.44%	\$4,404		\$3,413
\$82,000		\$2,312		\$3,668	5.44%	\$4,459		\$3,413
\$83,000		\$2,312		\$3,668	5.44%	\$4,513		\$3,413
\$84,000		\$2,312		\$3,668	5.44%	\$4,568		\$3,413
\$85,000		\$2,312		\$3,987	5.63%	\$4,781		\$3,713
\$86,000		\$2,312		\$3,987	5.63%	\$4,838		\$3,713
\$87,000		\$2,312		\$3,987	5.63%	\$4,894		\$3,713
\$88,000		\$2,312		\$3,987	5.63%	\$4,950		\$3,713
\$89,000		\$2,312		\$3,987	5.63%	\$5,006		\$3,713
\$90,000		\$2,312		\$3,987	5.63%	\$5,063		\$3,713
\$91,000		\$2,312		\$3,987	5.63%	\$5,119		\$3,713
\$92,000		\$2,312		\$3,987	5.63%	\$5,175		\$3,713
\$93,000		\$2,312		\$3,987	5.63%	\$5,231		\$3,713
\$94,000		\$2,312		\$3,987	5.63%	\$5,288		\$3,713
\$95,000		\$2,393		\$3,987	5.63%	\$5,344		\$3,713
\$96,000		\$2,393		\$3,987	5.63%	\$5,400		\$3,713
\$97,000		\$2,393		\$3,987	5.63%	\$5,456		\$3,713



**UNION NEGOTIATED PLANS**  
**- Tiered Network Plan**  
**Member Contribution Rates**

ANNUAL SALARY	SINGLE		EMPLOYEE & SPOUSE/PARTNER		FAMILY		PARENT/CHILD	
	% pay contribution	\$ of pay employee contribution	% pay contribution	\$ of pay employee contribution	% pay contribution	\$ of pay employee contribution	% pay contribution	\$ of pay employee contribution
\$98,000		\$2,393		\$3,987	5.63%	\$5,513		\$3,713
\$99,000		\$2,393		\$3,987	5.63%	\$5,569		\$3,713
\$100,000		\$2,393		\$4,793		\$6,160		\$4,463
\$101,000		\$2,393		\$4,793		\$6,160		\$4,463
\$102,000		\$2,393		\$4,793		\$6,160		\$4,463
\$103,000		\$2,393		\$4,793		\$6,160		\$4,463
\$104,000		\$2,393		\$4,793		\$6,160		\$4,463
\$105,000		\$2,393		\$4,793		\$6,160		\$4,463
\$106,000		\$2,393		\$4,793		\$6,160		\$4,463
\$107,000		\$2,393		\$4,793		\$6,160		\$4,463
\$108,000		\$2,393		\$4,793		\$6,160		\$4,463
\$109,000		\$2,393		\$4,793		\$6,160		\$4,463
\$110,000		\$2,393		\$4,793		\$6,842		\$4,463
\$111,000		\$2,393		\$4,793		\$6,842		\$4,463
\$112,000		\$2,393		\$4,793		\$6,842		\$4,463
\$113,000		\$2,393		\$4,793		\$6,842		\$4,463
\$114,000		\$2,393		\$4,793		\$6,842		\$4,463
\$115,000		\$2,393		\$4,793		\$6,842		\$4,463
\$116,000		\$2,393		\$4,793		\$6,842		\$4,463
\$117,000		\$2,393		\$4,793		\$6,842		\$4,463
\$118,000		\$2,393		\$4,793		\$6,842		\$4,463
\$119,000		\$2,393		\$4,793		\$6,842		\$4,463
\$120,000		\$2,393		\$4,793		\$6,842		\$4,463
\$121,000		\$2,393		\$4,793		\$6,842		\$4,463
\$122,000		\$2,393		\$4,793		\$6,842		\$4,463
\$123,000		\$2,393		\$4,793		\$6,842		\$4,463
\$124,000		\$2,393		\$4,793		\$6,842		\$4,463
\$125,000		\$2,393		\$4,793		\$6,842		\$4,463
\$126,000		\$2,393		\$4,793		\$6,842		\$4,463
\$127,000		\$2,393		\$4,793		\$6,842		\$4,463
\$128,000		\$2,393		\$4,793		\$6,842		\$4,463
\$129,000		\$2,393		\$4,793		\$6,842		\$4,463
\$130,000		\$2,393		\$4,793		\$6,842		\$4,463
\$131,000		\$2,393		\$4,793		\$6,842		\$4,463
\$132,000		\$2,393		\$4,793		\$6,842		\$4,463
\$133,000		\$2,393		\$4,793		\$6,842		\$4,463
\$134,000		\$2,393		\$4,793		\$6,842		\$4,463
\$135,000		\$2,393		\$4,793		\$6,842		\$4,463
\$136,000		\$2,393		\$4,793		\$6,842		\$4,463



**UNION NEGOTIATED PLANS  
- Tiered Network Plan  
Member Contribution Rates**

ANNUAL SALARY	SINGLE		EMPLOYEE & SPOUSE/PARTNER		FAMILY		PARENT/CHILD	
	% pay contribution	\$ of pay employee contribution	% pay contribution	\$ of pay employee contribution	% pay contribution	\$ of pay employee contribution	% pay contribution	\$ of pay employee contribution
\$137,000		\$2,393		\$4,793		\$6,842		\$4,463
\$138,000		\$2,393		\$4,793		\$6,842		\$4,463
\$139,000		\$2,393		\$4,793		\$6,842		\$4,463
\$140,000		\$2,393		\$4,793		\$6,842		\$4,463
\$141,000		\$2,393		\$4,793		\$6,842		\$4,463
\$142,000		\$2,393		\$4,793		\$6,842		\$4,463
\$143,000		\$2,393		\$4,793		\$6,842		\$4,463
\$144,000		\$2,393		\$4,793		\$6,842		\$4,463
\$145,000		\$2,393		\$4,793		\$6,842		\$4,463
\$146,000		\$2,393		\$4,793		\$6,842		\$4,463
\$147,000		\$2,393		\$4,793		\$6,842		\$4,463
\$148,000		\$2,393		\$4,793		\$6,842		\$4,463
\$149,000		\$2,393		\$4,793		\$6,842		\$4,463
\$150,000		\$2,393		\$4,793		\$6,842		\$4,463



## HMO and HDHP Member Contribution Rates

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

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



PLAN/COVERAGE DESCRIPTION	TOTAL
Medical Plans Available with Prescription Drug Program #204	
<b>NJ DIRECT* #027 — PPO Plan with \$15 Primary Care Copayment</b>	
Single	\$319.02
Member & Spouse/Partner	\$638.05
Family	\$912.42
Parent & Child	\$593.39
<b>NJ DIRECT 2019* #030 — PPO Plan with \$15 Primary Care Copayment</b>	
Single	\$317.34
Member & Spouse/Partner	\$634.69
Family	\$907.61
Parent & Child	\$590.26
<b>PRESCRIPTION DRUG PROGRAM #204</b>	
Single	\$55.18
Member & Spouse/Partner	\$110.36
Family	\$157.81
Parent & Child	\$102.63
Medical Plans Available with Prescription Drug Program #203	
<b>HORIZON HMO #011 — HMO Plan with \$15 Primary Care Copayment</b>	
Single	\$327.21
Member & Spouse/Partner	\$654.43
Family	\$935.84
Parent & Child	\$608.62
<b>PRESCRIPTION DRUG PROGRAM #203</b>	
Single	\$62.02
Member & Spouse/Partner	\$124.05
Family	\$177.39
Parent & Child	\$115.36
Medical Plans Available with Prescription Drug Program #209	
<b>OMNIA HEALTH PLAN #057 — Tiered Plan with \$5 Primary Care / \$15 Specialist Care Copayment for Tier 1</b>	
Single	\$248.37
Member & Spouse/Partner	\$496.74
Family	\$710.34
Parent & Child	\$461.97
<b>PRESCRIPTION DRUG PROGRAM #209</b>	
Single	\$58.70
Member & Spouse/Partner	\$117.42
Family	\$167.89
Parent & Child	\$109.19

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



**UNION NEGOTIATED PLANS**  
**State Biweekly Active Group**  
**Biweekly Rates**  
Effective 12/19/2020 to 12/17/2021

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

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