

**MEMORANDUM OF AGREEMENT
BETWEEN
NEW JERSEY STATE JUDICIARY
AND
COMMUNICATIONS WORKERS OF AMERICA LOCAL 1036**

**PROFESSIONAL NON-CASE RELATED UNIT (PNCR)
JULY 1, 2024 THROUGH JUNE 30, 2028**

WHEREAS, the New Jersey State Judiciary (“Judiciary”) and Communications Workers of America Local 1036 (“Union”) are parties to a collective negotiations agreement representing Judiciary employees in the Professional Non-Case Related (PNCR) bargaining unit that expires June 30, 2024; and

WHEREAS, the parties have engaged in negotiations for a successor agreement and the agreements reached during negotiations are attached to this Memorandum of Agreement (MOA); and

WHEREAS, the parties’ negotiations committees agree to recommend approval to their respective principals and membership; and

THEREFORE, the Judiciary and CWA agree as follows, subject to ratification:

A. CONTRACT TERM

The term of the successor agreement shall be July 1, 2024 through June 30, 2028.

B. GENERAL TERMS

1. The parties agree all terms of the prior agreement are carried forward without revision unless through negotiations and incorporated in this Memorandum of Agreement. The parties agree that all references throughout the Collective Negotiations Agreement to “his/her” and “he/she” will be changed to “they” or “their.”
2. All other proposals made by either party that are not expressly contained in this MOA are withdrawn by the parties.
3. The MOA shall not take effect until final ratification by both parties and shall after such ratification have the force of contract starting on July 1, 2024, until a full collective negotiations agreement document is prepared and signed. The parties agree to cooperate to prepare a new collective negotiations agreement document as soon as practicable.
4. The parties agree to incorporate the modifications to contract articles that were agreed upon during negotiations and are attached hereto as Exhibit 1, collectively.

5. The parties agree there may be issues that arise during the term of this Agreement affecting or relating to its terms. As necessary and mutually agreed to, the parties may incorporate any agreements reached into side letters of agreement.

C. Exhibit 1 consists of the following negotiated agreements:

- Article 1 Recognition
- Article 2 Labor-Management Relations
- Article 3 Union Rights
- Article 4 Union Security
- Article 5 Hours of Work
- Article 7 Salary and Wages
- Article 8 Health Benefits
- Article 9 Disciplinary Actions
- Article 10 Grievances
- Article 11 Position Classification
- Article 15 Use of Automobiles, Travel and Parking
- Article 18 Sick Leave
- Article 23 Education and Training
- Side Letter #2 Regarding ISU Certification

Signatures on following page

FOR CWA – PNCR

FOR NJ JUDICIARY

Alibtag

Brian Dilks-Brotman

Butch Hill

Steve Fair

Ilia Brisson

Christopher J. Ezzi

Kevin Kristian

Aaron Matlock

Juliana Nannarone

Susan R. Perry-Slay

Anthony Ucelli

Glenn Ulrich

Anastasia Jackson

Alan A. ...

Administrative Director

April 4, 2024

Stella ...

Sharda Bulmer-Wald

Chris

for letter

Deborah ...

McNair

Valee ...

Joanne M. Dietrich

Donna Westhoven

Tammy Masey

Cara L. Kurtz

Deborah ...

Date Signed: April 4, 2024

EXHIBIT 1

ARTICLE 1

RECOGNITION

1.1 Exclusive Representative

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

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

Included:

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

Excluded:

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

1.2 Unit Composition

Whenever new titles are proposed, the Judiciary shall notify the Union in writing regarding proposed unit designation, job duties, classified or unclassified status, salary, and hours of work, a minimum of twenty (20) calendar days prior to its request to the Civil Service Commission to establish such titles. If the parties do not agree concerning inclusion of the

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

1.3 Preservation of Unit Work

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

All bargaining unit employees will be afforded equitable opportunities for training in the use of artificial intelligence (AI) technology if the Judiciary implements any such artificial intelligence (AI) technology as part of its operations for which training is required.

The Judiciary and Union agree to establish a joint labor-management committee on Artificial Intelligence to discuss the potential impacts of artificial intelligence technology within the Judiciary. The Committee will meet once before the end of calendar year 2024 and twice per calendar year starting in 2025 for the duration of the Agreement, unless the parties mutually agree to additional meetings.

If requested by the Union, the Judiciary will engage in impact negotiations regarding the usage of newly-implemented AI.

ARTICLE 2

LABOR-MANAGEMENT RELATIONS

2.1 Respect and Dignity

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

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

2.2 Non-Discrimination

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

2.3 Labor-Management Cooperation

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

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

- B. Committees:
 1. ISP/JISP
 2. Health and Safety
 3. Pretrial Services Program

~~B. C.~~ Committees shall have management and labor co-chairs who shall rotate responsibility for agenda and minutes. Labor-Management Committee minutes shall be distributed by the Chair of the committee to members of the Committee.

~~C. D.~~ Five business days prior to the implementation of any new policy or modification of an existing policy of statewide application directly relating to human resources or labor relations subjects affecting negotiations unit employees, the Judiciary shall notify the Union of such planned policy or modification for the purpose of review and comment. The five-business day period may be reduced in emergent situations where operational needs so require. Management shall use its sole discretion whether a new policy or policy modification is subject to this provision for prior notice to the Union. This provision shall not prevent or inhibit management from issuing any new policy or policy modification upon the conclusion of the review and comment period. This provision shall not inhibit the Union's right to grieve a new policy or a policy revision.

~~D. E.~~ The Union will provide the AOC Labor and Employee Relations Unit with a current electronic listing of shop stewards ~~on a~~ quarterly basis annually or upon request, and with updates as they occur.

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

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

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

ARTICLE 3 UNION RIGHTS

3.1 Access

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

3.2 New Hires

- A. The Union may provide self-addressed stamped information postcards ~~or~~ and digital membership 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 postcards and packets, t~~The Judiciary will distribute this information ~~them~~ to new employees at the same time the employees are required to fill out initial personnel and payroll forms. The card may be filled out by the new employee and, if so, the employer will process the request for Union dues deduction promptly and forward the card to the Union by email.

B. Union Orientation Meeting

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

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

3.3 Personnel Data

A. Unit Membership Report

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

B. Separation Report

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

C. New Hire Report

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

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

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

E. Centralized Payroll Report

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

F. Report Disclosure and Requests

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

G. Workplace Democracy Act

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

3.4 Union Leave

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

Requests for such leave shall be submitted by or with the authorization of an appropriate Union representative only, and such requests shall be made with as much advance notice as possible to avoid disruption of the work flow. Union Leave requests shall be sent to the Office of Labor and

Employee Relations and copied to appropriate vicinage or AOC management. Approval of such requests shall be at management's discretion and shall not be unreasonably denied, however, no employee shall be granted more than fifteen (15) paid union leave days in a calendar year. Such approval will be considered in the context of the operations of the Judiciary as well as the amount of leave requested by any individual. An exception to this limitation will be made for any elected member of the CWA Local Executive Board, who may be permitted to take up to twenty (20) days per calendar year.

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

ARTICLE 4

UNION SECURITY

4.1 Dues Deduction

- A. Pursuant to the provisions of N.J.S.A. 52:14-15.9(e), the Judiciary agrees to have Union dues, defined as regular dues, fees, and assessments, including special assessments deducted from the regular paycheck of any employee who submits ~~on the designated form~~, a voluntary written authorization which may be on digital form, to the appropriate personnel office, which shall forward it to the Centralized Payroll Section, Department of the Treasury. Upon receipt of such form, the personnel office will forward a copy to the Union office within five (5) days. Deductions will be reflected in the following pay, provided the voluntary written authorization is received by Centralized Payroll at least seven (7) days prior to the end of the pay period, otherwise to be reflected in the next pay period. If violations of these time frames are brought to the attention of the Judiciary, the Judiciary will review the matter with appropriate officials and resolve the problem at the earliest date possible, and report back to CWA in writing if the request is made in writing as to the status of the matter in question.
- B. The amount of dues to be deducted for any employee in this negotiating unit shall be limited to CWA and shall be certified to the Judiciary by the Union as more fully described in Section 4.1E, below. Such dues shall be deducted from paycheck as per each regular payroll payment.
- C. In the event any employee wishes to withdraw his/her authorization for dues deduction, it must be done by written notice to the Judiciary. Upon receipt of such notice, the Office of Labor and Employee Relations will forward a copy to the Union office within five (5) days. Deductions shall be terminated as of the July 1 next succeeding ~~of the year following~~ the date on which the notice of withdrawal is filled by an employee with Human Resources and copy given to the Union. ~~was submitted.~~ Dues deductions shall be terminated only pursuant to law or upon the employee's departure from the represented unit.
- D. Dues so deducted shall be deducted from paycheck as per each regular payroll payment, and shall be transmitted by Centralized Payroll to the Secretary/Treasurer of the Union with a listing of the employees and payroll number, with a separate payroll number for each county, separated by county, and deduction amount, as to whom each deduction is made.
- E. The Union shall certify to the AOC Human Resources Office the amount of Union dues to be deducted, and any change in the dues structure at least

thirty (30) days in advance of the requested date of change. The change shall be reflected in payroll deductions no later than three (3) pay periods after receipt of the request.

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

4.2 Membership Information

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

4.3 Representation Fee (Agency)

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

4.4 Judiciary Hold Harmless

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

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

4.5 Legal Requirements

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

ARTICLE 5

HOURS OF WORK

5.1 Work Schedules

- A. Regular work schedule shall be maintained as a five-day workweek, Monday through Friday. Current work schedules will be maintained, except as provided herein. Work schedules will be understood to include any existing flex-time arrangements that have been approved in writing by the appropriate supervisor. There are no established breaks. As professionals, employees may take reasonable breaks when work demands allow and breaks do not interfere with operations. Such breaks shall not be unreasonably denied.

- B. Work schedules will be subject to change if the Judiciary determines it to be necessary based on operational need. In such case, the Judiciary shall provide written notice to the employee and the Union at least 30 days in advance, except that this period may be shorter in an emergent situation where operational needs so require. Upon request by the Union, the parties shall meet and discuss the proposed changes prior to implementation and shall negotiate concerning the impact of the changes. In advance of a meeting, the Judiciary shall provide the Union with requested information regarding the impact of the changes on employees and the justification for operational need. See also 5.2(A)(1) with respect to Pretrial Services.

- C. The Judiciary shall not temporarily change an individual's hours of work to avoid payment of overtime or earning of compensatory time. Employees may voluntarily agree to flexible work hours on a temporary basis with their supervisor if required to work beyond regular working hours in a day or a workweek. Notwithstanding the foregoing, employees in the titles of Administrative Specialist 4, Judiciary Coordinator 2, and Financial Specialist 2 may be required with reasonable advance notice to flex their specific hours of work within the 35 hour workweek to complete specific projects or assignments as deemed necessary and as operational needs so require. The employee and management shall mutually agree when the flex hours off shall be scheduled.

5.2. Pretrial Services Program

A. Work Schedules

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

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

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

B. On-Call Scheduling

1. PSP employees shall be assigned on-call for handling electronic monitoring alerts, based on operational need. On call schedules shall be rotated and shall be developed and disseminated in advance with

at least 30 days notice. Employee requests and conflicts will be factored into scheduling when feasible.

2. An employee shall not be scheduled for on-call duty on leave days off that were approved prior to dissemination of the on-call schedule.
3. An employee scheduled for on-call coverage may solicit coverage from a co-worker with the approval of management. If the employee is unavailable for scheduled on-call coverage due to emergent circumstances, management shall assign an alternate.

C. On-Call Time (Pretrial Services Program)

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

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

D. On-Call Free Days

1. Except by mutual consent or situations in which reasonable alternate scheduling is not possible, and only to the extent that available

qualified staffing in the vicinage permits, no employee shall be required to carry a device:

- On any Saturday or Sunday during a weekend in which the employee is not scheduled to work, provided, however, that notwithstanding the foregoing, a vicinage may rotate Sunday on-call duty among available qualified employees in order to assure an equitable distribution of Sunday on-call responsibilities.
- On an alternate/flex day off.
- On consecutive weekends.
- On consecutive Holidays (as defined in Article 14 of the Agreement).

E. Electronic Monitoring Equipment Cut-off Time

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

F. Bilingual Duties

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

G. Statewide Pretrial Services Labor-Management Committee

1. The Judiciary and Union recognize that employees and management of the Pretrial Services Program have unique concerns pertaining to the implementation of the program and the Criminal Justice Reform Act. Therefore, the parties agree to establish a Joint Labor-Management Pretrial Services Committee to discuss such issues of joint concern, such as case load size and training needs. Any recommendations of the Committee shall be advisory in nature but may be proposed for inclusion into a side letter agreement for execution and approval by the appropriate parties.
2. The Committee shall meet bi-monthly unless and until otherwise mutually determined by the members.

3. Membership of the committee shall consist of an equal number of representatives from management and labor not to exceed 10 members in total. The Judiciary and the CWA shall each select its representatives.

5.3 Remote Work and Alternative Work Arrangements

- A. The Judiciary may approve employee requests to participate in alternate work week, compressed work week/pay period, ~~telecommuting~~ remote work or other alternative work arrangements as permitted by Judiciary Policy. The Judiciary may limit participation in an alternative workweek program to selected groups of job titles, work units and/or work locations to accommodate work units and/or work locations operational needs. Except in the event of an emergency and except with respect to remote work, affected employees and the Union shall be provided with minimum notice of at least 30 days of changes to schedules or termination of the program based on operational needs. Alternative work arrangements, including any changes to the Judiciary policy, shall be the subject of cooperative discussion in the Work/Life Committee.
- B. The Judiciary and CWA will continue to participate in a Work-Life Committee, which shall consist of equal numbers of labor and management representatives not exceeding three each except upon mutual agreement. The Committee will meet quarterly, unless mutually agreed otherwise, ~~at least once per calendar year~~ to review the continuing implementation of these policies and to suggest modifications as necessary.
- C. The parties recognize the Judiciary's Remote Work Program that was first adopted on September 7, 2021, updated April 18, 2022, and with subsequent modifications.

In the event that changes to the Remote Work Program Policy are to be implemented by the Judiciary it shall notify the Union at least 30 days in advance.
- D. Requests based on an employee's medical condition will be submitted through the established ADA accommodation process.
- E. Employee participation in the Remote Work Program will not be unreasonably denied. If participation in the Remote Work program is denied in whole, or in part, upon request, an explanation will be provided to the employee and the Union, and Management will meet with the employee if requested. Denial or reduction in remote work for operational reasons for a whole Division or work unit, will be reconsidered every thirty (30) calendar

days. These provisions are only grievable up to step 2 of the grievance procedure in Article 10 and shall not be subject to arbitration.

F. Once approved for remote work, an employee will receive the same treatment and opportunities, such as work assignments, development opportunities, promotions, etc. as well as the same expectations and discipline as employees who are working onsite.

5.4 Length of Work Week

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

5.5 A. Shift Assignments

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

B. Data Center Shift Work

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

10 minutes after 2 hours of completed work time

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

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

3. Overtime may be scheduled to provide staff coverage for vacation, sick, leave, etc. and to provide sufficient staff to manage the workload.
4. Compensatory holiday leave time will be established as a pool of hours for each unit employee as follows:
 - a. Only those employees whose shift begins on the holiday (8 a.m. or 8 p.m.) will be considered to be working on the holiday.
 - b. An employee whose regular shift includes a holiday and who actually works the holiday will be compensated in accordance with N.J.A.C. 4A:3-5.8 as follows:
 - the employee will receive credit for 7 hours of compensatory holiday leave time, and
 - will be paid for time worked (11 hours 40 minutes) on an hour-for-hour basis, and
 - will be compensated for 5 hours 50 minutes (overtime premium) in cash or compensatory time at the discretion of management.
 - c. An employee whose regular shift includes a holiday and who is scheduled to work the holiday and who does not actually work the holiday but is in pay status (e.g. employee uses vacation, sick, administrative or compensatory leave) will utilize 7 hours of holiday time on that day and will be charged with the appropriate type of leave time for the remaining hours of the shift.
 - d. An employee whose regular shift includes a holiday and who is scheduled to work the holiday but does not actually work the holiday and is not in pay status (i.e. has no leave balances) will not be paid for the scheduled work day and will not be eligible to utilize 7 hours of holiday time.

- e. An employee whose regular shift includes a holiday but who is not scheduled to work the holiday will be given 7 hours of holiday leave time on that day and the remaining hours of the shift will be charged to any accumulated compensatory holiday leave time balance. If the compensatory holiday leave time balance is not sufficient enough to cover the remainder of the shift, the employee will be charged with vacation leave or administrative leave at the employee's discretion. If the employee has insufficient available compensatory holiday leave, vacation leave or administrative leave balances, the employee will be in no pay status for that portion of the shift.
 - f. Other unit employees will be credited with 7 hours of compensatory holiday leave time.
 - g. Employees must be in pay status on their last scheduled workday prior to the holiday to be eligible for the compensatory holiday leave time.
 - h. Management will maintain a record of available compensatory holiday leave time to be used by employees following the normal scheduling procedures in the Data Center.
 - i. Employees must schedule the use of accumulated compensatory holiday leave time such that the accumulated balance does not exceed 30 hours.
 - j. No holiday leave balance may be carried over from one calendar year to the next calendar year. Any compensatory holiday leave balance in effect at the end of a calendar year shall be paid in cash.
5. Compensatory holiday leave, compensatory time-off, sick leave, administrative leave and vacation leave may be used in half hour increments. Unit staff using a full day will be charged the full scheduled hours of that day. Any time provisions set forth in the contract which refer to days shall be converted to equivalent hours for the purpose of this agreement (e.g. leave, discipline).
6. Unit staff will change or rotate shifts on a regular four-month basis in order to ensure that annual holidays are distributed in an equitable manner. The four-month rotation will be from the front-end of the workweek to the back-end of the workweek, and vice-versa. The rotation will generally correspond with the commencement of a pay period. Shift assignments may be adjusted by management based

on the operational needs of the Judiciary Data Center. Management will make every effort to accommodate staff in regard to their preferred shift assignments.

7. All shifts will be scheduled so that an employee's work schedule will be on three contiguous days. An employee's regular work schedule will not include a contiguous Saturday and Sunday. It is, however, understood that emergent situations and overtime requirements may result in a temporary modification to these scheduling provisions. Every effort will be made by management to initially schedule the four work teams in such a manner to distribute the holidays in as equitable a manner as practicable.
8. Implementation of this policy shall not trigger the overtime provisions enumerated in Article 6 of the Agreement between the State of New Jersey Judiciary and the Communications Workers of America. However, employees will receive overtime compensation consistent with applicable law should the hours worked in a given workweek exceed 35 hours. Said compensation shall be in either cash or compensatory time at the discretion of management.
9. The three day work week program may be terminated by the Judiciary giving 60 days advance notice to the Union. The parties shall meet to negotiate the impact of elimination of this workweek schedule.

5.6 Portal to Portal Pay

A. ISP/JISP employees

1. As these employees are non-exempt for FLSA purposes, their hours of work shall be computed, when not commuting to or from their designated work location, as follows. For purposes of this provision, an employee's assigned regional office, as determined by management, shall constitute the employee's designated work location.
 - a. Each ISP/JISP Officer will have an assumed commutation time of sixty (60) minutes round trip (i.e. thirty minutes each way).
 - b. Any travel time beyond thirty (30) minutes at the beginning of an employee's workday and/or thirty (30) minutes at the end of their workday will be included in the employee's hours of work. Any travel time less than thirty (30) minutes, either at the beginning or the end of the workday, will not be included

in the employee's hours of work. Notwithstanding the above, the employee's normal work hours will continue to be forty (40) hours per week.

- c. Employees hired on or before July 1, 2020 will be assigned to the regional office closest to their home, consistent with operational needs, unless mutually agreed by the employee and management. For purposes of this provision, their home address shall be the address of record. Individual hardship may be asserted by an employee not assigned to the regional office closest to their home, and management shall not unreasonably deny setting an alternate regional office as the designated work location. Additionally, employees who are not assigned to the regional office closest to their home will be given priority consideration for reassignment as vacancies occur.

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

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

B. All ITO telecommunications employees

1. The ITO Director or designee, after consulting with the Union, shall designate for each employee a particular court house that will be that employee's official work station.
2. Each employee shall determine the length of time it takes to commute from their his/her home to their designated official work station and report this time to management. Provided this time appears to be appropriate, it will be utilized as the employee's normal commuting travel time. The Judiciary will make the final determination as to the length of the normal commuting time, in accordance with the above.
3. Hours of work to or from any location other than the employee's official work station, shall commence after traveling that normal commuting travel time from the employee's home to their his/her first assignment of the day. Similarly, hours of work shall end after

deducting that same amount of normal commuting time from the time that the employee arrives home at the end of the day. Notwithstanding the above, if the employee arrives at the first work assignment during regular working hours sooner than the time arrived at by the above calculation, work time shall commence upon arrival at that assignment. The same principle shall apply at the end of the day. The commute to and from the employee's official work station, regardless of how long it takes on any given day, shall not be counted as time worked.

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

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

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

- c. Hours of work to or from any location other than the employee's work station, shall commence after traveling that normal commuting travel time from the employee's home to their his/her first assignment of the day. Similarly, hours of work shall end after deducting that same amount of normal commuting time from the time that the employee arrives home at the end of the day. Notwithstanding the above, if the employee arrives at the first work assignment during regular working hours sooner than the time arrived at by the above calculation, work time shall commence upon arrival at that assignment. The same principle shall apply at the end of the day. The commute to and from the employee's work station, regardless of how long it takes on any given day, shall not be counted as time worked. If an employee is assigned to the Administrative Office of the Courts in Trenton, their hours of work will commence upon their arrival at that location and will end when they leave this location.
- d. It is understood that employees may be given assignments at other than their his/her assigned work station. In such instances, employees will be entitled to time in excess of the normal commute and such time will be counted as time worked.
- e. Any posting for a vacancy in one of these positions will include a potential designated work station for that position until the commencement of the next fiscal year. At the beginning of the next fiscal year after a new employee is hired, the provisions of 5.6(C)(1) will apply.

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

~~3. Notwithstanding the above, the parties acknowledge the negotiated Memorandum of Agreement dated July 15, 2005 regarding the Child Support Hearing Officer Program.~~

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

- 1. These employees have been designated as NL and as such are exempt from the wage and hour provisions of FLSA. Therefore, employees in these titles, assigned to these units, will be required to work a minimum of 35 hours per week.

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

5.7 On-Call Time Regarding ISP - Electronic Monitoring On-Call Duties

1. Electronic Monitoring “high” level alerts require on-call coverage and emergent response. These “high” level alerts consist of exclusion zone, tracker strap tamper, and tracker proximity alerts.
2. Electronic Monitoring On-Call Scheduling will be assigned in accordance with Article 5.2(B) and (D) with an understanding that ISP on-call free regular days off (RDOs) are not limited to Saturdays and Sundays.
3. Two Assessment Writers, a primary and back-up, will be assigned to cover EM alerts during regular working hours. The assignment of this duty shall be dependent upon the Assessment Unit’s needs and daily responsibilities. Field Officers will be assigned on-call duty on a weekly rotation for EM alert coverage between 4:30pm and 8:30am the following day. Assessment Writers may voluntarily be assigned in the weekly rotation for EM alert coverage.
4. On-call assignments will be distributed on a monthly basis no later than the first day of the preceding month. For example, the schedule for the month of March will be distributed no later than February 1. Officers may submit requests for swaps and one-sided volunteering with no exchange for EM coverage shifts. Approval will not be unreasonably denied.
5. On-call compensation for handling emergency alerts during non-work hours shall be in cash at the rate of time-and-a-half the employee’s hourly rate of pay except as follows:
 - a. Compensation for emergency alerts received between 11:00PM until 7:00 AM the next morning shall be in cash at the rate of double time the employee’s hourly rate of pay; and
 - b. Compensation for emergency alerts received on holidays as defined in this Agreement shall be in cash at the rate of double time the employee’s hourly rate of pay.

6. On-Call Overnight Compensation

- a. Employees assigned on-call duties will receive two (2) hours compensatory time or cash, at management’s option, at straight time in addition to the compensation in section 5 above for each 56 hours of overnight on-call duty assignments performed (between 11:00PM and 7:00AM the next morning).

5.7 8 On-Call Time (Other than Pretrial Services Program or ISP)

- A. Employees who are required to carry a cell phone, laptop, tablet, or any other mobile device (“device”) will not be given any additional compensation for carrying the device. If an employee is required to carry a device, and the employee is already in on-duty status, on-call time will be part of the regular duty. However, if an employee is in an off-duty status and is authorized to receive calls, on-call duty-time will be calculated from the time the call is received and will include all time actually worked on the assignment.

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

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

5.8 9 Special Project Rate for ITA1’s, ITA2’s, and ITA3’s That Work in the Information Security Unit

Employees in the ITA2 and ITA3 title that work in the Information Security Unit are classified as NL and not entitled to overtime compensation; and the Information Security Unit needs to have coverage on holidays, weekends, and during staff shortages (e.g. vacation, sick days, etc.) to ensure the security of the Judiciary’s computer networks.

1. Employees In the ITA2 and ITA3 title in the Information Security Unit will receive a Special Project Rate on an hour for hour basis for any time worked on a Holiday, as defined in Article 14 of the CNA, a weekend, or extra hours to cover for employees on vacation or out on medical leave.
2. For employees in the Information Security Unit only, the Special Project Rate shall be each individual employee’s regular hourly rate of pay.

3. Overtime opportunities will be offered to all eligible Information Security Unit employees in the ITA1, ITA2, and ITA3 titles and filled on a voluntary basis first. Volunteers will be assigned in order of most seniority in the Judiciary first. Overtime will be rotated among volunteers for each opportunity.

ARTICLE 7

SALARY AND WAGES

7.1 The Judiciary's Compensation Plan

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

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

7.2 Across-the-Board Salary Increases

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

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

- A. Across the Board Salary Increases
 - 1. Effective the first full pay period of July 2024, each employee covered by this Agreement shall be entitled to a three and one-half (3.5%) percent across-the-board increase applied to each employee's base salary. This increase shall be applied to the salary range (minimum, maximum 1 and maximum 2).
 - 2. Effective the first full pay period of July 2025,-there shall be a three and one-half (3.5%) percent across-the-board increase applied to each employee's base salary. This increase shall be applied to the salary range (minimum, maximum 1 and maximum 2).
 - 3. Effective the first full pay period of July 2026,-there shall be a three and one-half (3.5%) percent across-the-board increase applied to

each employee's base salary. This increase shall be applied to the salary range (minimum, maximum 1 and maximum 2).

4. Effective the first full pay period of July 2027, there shall be a three and one-half (3.5%) percent across-the-board increase applied to each employee's base salary. This increase shall be applied to the salary range (minimum, maximum 1 and maximum 2).

B. Minimums and Maximums

1. The minimum and the maximum salaries for every title listed in Appendix A shall be increased by the amount of the across-the-board salary increases.

a. An employee shall be advanced to the Maximum 2 salary in ~~his or her~~ their respective salary range, and have ~~his or her~~ their 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~~ their job title at the Maximum 1 salary in ~~his or her~~ their respective salary range.

b. A Maximum 3 in the amount of three and one-half (3.5%) percent above the Maximum 2 for each title listed in Appendix A (both Schedule A and Schedule B) will be created starting in pay period 2 of calendar year 2026. An employee shall be advanced to "Maximum 3" salary in their respective salary range, and have their 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 their job title at the Maximum 2 salary in their respective range.

7.3 Salary Progression within a Salary Band/Level

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

- A. Effective pay period 2 of each calendar year, employees who have at least one year of service completed as of December 31, shall have ~~his or her~~ their annual base salary increased by 3.5% or to the maximum of the salary range, whichever is less. This shall be in addition to the across-the-board salary adjustment outlined, above. Notwithstanding the above, no employee will have ~~his or her~~ their annual salary increased above the maximum.

- B. In accordance with existing practice, when calculating increases occurring on the same day, the across-the-board increase will be applied first, and then the progression increase shall be applied.

7.4 New Hires and Employees on Leaves of Absence

- A. New employees hired from January 1 of the previous year through June 30 shall be eligible to receive a pro-rata portion of the salary progression payment described in section 7.3 above.
 - 1. A pro-rata portion equals 1/12 of the full salary progression amount for each full month worked.
 - 2. Employees who begin employment on the first through the eighth day of a month receive full credit for the month; employees who begin their employment on the ninth through the twenty-third day of the month receive half credit for the month; employees who begin their employment after the twenty-third day of the month receive no credit for the month.
- B. New employees hired July 1 through December 31 shall be eligible in January following their first year anniversary for the full amount of the salary progression payment described in section 7.3 above.
- C.
 - 1. An employee who goes on an unpaid leave of absence, is on a furlough leave for more than 30 days, or is absent without pay for ten or more intermittent days during the calendar year will receive a pro-rata portion of these payments (1/12 for every completed month of employment) as follows:
 - 2. For every ten days that the employee is not in pay status during the period, ~~his/her~~ their salary increment shall be reduced by one-half of the pro-rated monthly amount (one-half of the 1/12 monthly amount).

7.5 Promotions and Advancements

- A. For purposes of this section “promotion” means that an employee moves from a position to a position in one salary band level to a position in another salary band and that salary band level has a higher maximum salary. For purposes of this section “advancement” means that an employee moves from position in one salary band level to a position in that same salary band, but at a level with a higher maximum salary within that band.
- B. An employee who is promoted or advanced from a position in one salary band level to a position in another salary band level will be given a 5%

increase in salary provided that the new salary band level has a higher maximum. Notwithstanding the above, no employee shall earn less than the minimum of the new salary band level nor earn more than the maximum of the new salary band level.

C. Court Services Officer Trainee ("CSO-Trainee") Titles

1. Employees holding the title of CSO-Trainee shall have a one-year trainee period from their start dates. CSO-Trainees who are still within the first six months of their start dates will receive a 2.5% increase in salary beginning on the pay period that follows after their successful completion of six months of their trainee period. Beginning on the pay period after the successful completion of the full one-year trainee period, they will be advanced to the Court Services Officer 1 ("CSO 1") title and receive an additional 2.5% of their then-current salary for a total increase of 5%, or move to the minimum of the CSO 1 salary range, whichever is greater. The above increases are in lieu of the normal 5% advancement increase upon the trainee's appointment to the CSO 1 title.
2. Pursuant to Section 7.10 below, any longevity and/or retention pay set forth in that provision shall commence after successful completion of the one-year trainee period as defined in paragraph 1 above.
3. The Judiciary retains the exclusive non-appealable right to remove a CSO-Trainee for unsatisfactory performance during the one-year trainee period. If a CSO-Trainee with previous permanent Judiciary career service status is removed from their position for unsatisfactory performance during the one-year trainee period, said employee will be permitted to return to their previously-held permanent career service title in the county in which the employee was serving a CSO-Trainee at the time of their removal, or to be reassigned/transferred to another county by mutual agreement among the employee and the appropriate vicinage senior manager(s). If a CSO-Trainee without previous Judiciary career service status is removed from their position for unsatisfactory performance during the one-year trainee period, the New Jersey Judiciary will make good faith, reasonable efforts to place the employee in another position.

~~E.~~ D. The Judiciary may make "acting appointments" to vacant unclassified positions or to other positions for which the incumbent is on a leave of absence. Employees appointed to serve in an acting capacity in a position on a higher band level shall receive the 5% promotional/advancement increase to their base salary consistent with section 7.5(A), above, for the time period the employee serves in an acting capacity.

~~D.~~ E. CSO 1's in the ISP and JISP Sections of the AOC Probation Division will qualify for a "temporary advancement" in three circumstances, as outlined in subsections 1, 2 and 3 below. In the event that such a temporary advancement is triggered, the employee will be compensated as set forth below. The three circumstances that will trigger compensation for a temporary advancement are:

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

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

7.6 Demotions

- A. An employee who had previously been promoted and is subsequently demoted from a position in one salary band level to a position in another salary band level with a lower maximum salary may have a salary reduction up to the maximum of the original promotional/advancement dollar increase. Management has the discretion to decide whether a salary reduction is appropriate, up to the maximum as previously outlined. Notwithstanding the above, no employee shall earn more than the maximum of the new salary band level.
- B. An employee who had never previously held a position in a lower title and is demoted from a position in one salary band level to a position in another salary band level with a lower maximum salary may have a salary reduction of up to 5%. Management has the discretion to decide whether a salary reduction is appropriate, up to the 5%. Notwithstanding the above, no employee shall earn more than the maximum of the new salary band level.

7.7 Starting Rates for New Hires

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

7.8 Special Project Rates

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

7.9 Bilingual Differential

- A. Employees who are in permanent bilingual titles for at least one (1) full year, shall receive an off-base lump sum payment of \$1,000 in year one (1) and in year three (3) of the term of this Agreement provided that they remain in a bilingual title. Such payment will be made effective July 1, 2024 and July 1, 2026. Any employee who receives a lump sum payment for a bilingual title must remain in a bilingual title for at least one (1) year after receiving the lump sum payment. In the event that the employee leaves the bilingual title prior to one (1) full year, the employee will be required to reimburse the Judiciary a pro-rated amount received based on the time in the bilingual title.
- B. Existing or new employees who have passed the Bicat exam and move into a permanent bilingual title and have remained in the permanent bilingual title for one (1) year will receive an off-base lump sum payment of \$1,000 effective July 1 of the year after they complete one (1) full year in the bilingual title. After remaining in the bilingual title for three (3) full years, the employee will be eligible for another \$1,000 off-base lump sum payment effective July 1 of the year after they complete the third year. Any employee who receives a lump sum payment for a bilingual title must remain in a bilingual title for at least one (1) year after receiving the lump sum payment. In the event that the employee leaves the bilingual title prior to one (1) full year, the employee will be required to reimburse the Judiciary a pro-rated amount received based on the time in the bilingual title.
- C. This is a pilot program and these provisions will end June 30, 2028. The parties agree to negotiate continuation of the pilot starting in July 2027.

7.10 Pretrial Services Court Services Officer Stipend

1. Current and any newly hired employees in the CSO1 and CSO2, Pretrial Services Program (PSP) titles will receive a longevity/retention pay as follows:
- a. For current employees in the CSO 1 (PSP) titles, after every three (3) months of employment in that title, in the same vicinage, the employee will receive a lump sum amount of \$350, as an off-base payment.
- b. For newly hired employees in the CSO 1 (PSP) titles, the three (3) month calculation in (1)(a) above shall begin after successful completion of the probationary period as defined in the CNA.
- c. Employees in the CSO2 title shall receive a one-time lump sum payment of \$500 provided they have been in that title for at least one full year (12 months) in the same vicinage as of July 1, 2024.

Eligible employees currently in the CSO2 title shall receive a one-time lump sum payment of \$500 in the first supplemental pay after July 1.

- d. Payment of the longevity/retention pay shall be issued within thirty (30) days of completing each three (3) month cycle.
2. Should the employee be promoted, demoted, or transferred within the Judiciary, they would be entitled to the last three (3) month longevity/retention pay installment fully completed; there will be no proration of the longevity/retention pay.
3. All time frames noted in paragraph #1 above, will be frozen during any block leave of absence of 30 days or more, and will resume upon the employee's return to work. For example, if the employee goes out for one month during their probationary period, the probationary period is automatically extended for one month as is the year anniversary date.
4. This pilot program is through the term of this Agreement, subject to renewal by mutual agreement.

ARTICLE 8

HEALTH BENEFITS, PRESCRIPTION DRUG, AND VISION CARE PROGRAM

8.1 State Health Benefits Program for Active Employees

A. Medical Coverage

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

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

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

B. Contributions Towards Health and Prescription Benefits

1. Employees shall contribute, through withholding of the contribution from the pay, salary, or other compensation, toward the cost of the health care benefits coverage for the employee and any dependent provided under the State Health Benefits Program at the level established by the grid pursuant to section 39 of P.L. 2011, c. 78, except as agreed below.
2. Effective upon enrollment ~~in the "2019 PPO" plan~~, employees participating in the "CWA Unity Direct PPO Plans" shall contribute a percentage of salary, through the withholding of the contribution from the pay, salary, or other compensation, toward the cost of health care benefits coverage for the employee and any dependent provided under the SHBP ~~"2019 "CWA Unity PPO"~~ plan. The rates of contribution are set forth in Appendix B and may be amended only by way of reopener negotiations pursuant to section 8.4 of this Agreement.
3. ~~Effective upon the date that the "2019 PPO" plan becomes effective for enrolled employees, members~~ Employees participating in the -a- Tiered Network Plan shall contribute a percentage of salary that is equal to 75% of the contribution rates for the 'CWA Member State Employees' PPO plan. The rates of contribution are set forth in Appendix B and may be amended only by way of reopener negotiations pursuant to section 8.4 of this Agreement.
4. ~~Effective upon the ratification of this agreement, members~~ Employees participating in an Employees who choose to participate in the HMO plan or HDHP shall contribute a percentage of premium. ~~The rates are set forth in Appendix B of this Agreement.~~ toward the cost of health care benefits coverage, through withholdings from pay, salary or other compensation. The rates of contribution are set forth in Appendix B and may be amended only by way of reopener negotiations pursuant to section 8.4 of this Agreement.

5. The amount payable by any employee, pursuant to section 39 of P.L. 2011 c. 78 shall not under any circumstance be less than 1.5% of base salary that is provided for in subsection c. of section 6 of P.L. 1996, c. 8 (C.52:14-17.28b).
6. An employee who pays the contribution required under section 40(a) of P.L. 2011 c. 78 or other contribution that exceeds 1.5% of base salary shall not also be required to pay the contribution of 1.5% of base salary under subsection c. of section 6 of P.L. 1996, c. 8 (C.52:14-17.28b).
7. The contribution shall apply to employees for whom the employer has assumed a health care benefits payment obligation, to require that such employees pay at a minimum the amount of contribution specified herein.
8. The parties agree that should an employee voluntarily waive all coverage under the SHBP and provide a certification to the State that **he/she** they/them has other health insurance coverage, the State will waive the contribution for that employee.
9. Active employees will be able to use pre-tax dollars to pay contributions to health benefits under Section 125 premium conversion option. All contributions will be by deductions from pay.

C. Dental Care Plan

1. It is agreed that the State shall continue the Dental Care Plan during the period of this Agreement. The Dental Care Plan may be modified by the State Health Benefits Plan Design Committee, pursuant to its authority under P.L. 2011, c. 78. Pursuant to P.L. 2011, c. 78, the State Health Benefits Plan Design Committee has the sole discretion to set the amounts for maximums, co-pays, deductibles, and other such participant costs for all plans in the program and has the sole discretion to determine the plan design, plan components and coverage levels under the program. Full-time employees and eligible dependents shall be eligible for the State administered Employee Dental Plans(s).
2. Participation in the Plan shall be voluntary with a condition of participation being that each participating employee authorize a biweekly salary deduction as set by the State Health Benefits Plan Design Committee.

3. A member handbook describing the details of the Plan, enrollment information and the required enrollment forms are available on the Division of Pensions and Benefits' website.
4. Participating employees shall be provided with an identification card to be utilized when covered dental care is required.

D. Eye Care Program

1. It is agreed that the coverage under the Eye Care Program shall provide for a ~~\$40.00~~ \$80.00 payment for regular prescription lens or ~~\$45.00~~ \$90.00 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~~ \$45.00 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~~ 2023 to June 30, ~~2021~~ 2025, and one payment for examination and one payment for glasses during the period from July 1, ~~2021~~ 2025 to June 30, ~~2023~~ 2027, and one payment for examination and one payment for glasses during the period from July 1, ~~2023~~ 2027 to June 30, ~~2024~~ 2028. Proper affidavit and submission of receipts are required of the employee in order to receive payment. This program ends on June 30, ~~2024~~ 2028.

8.2 State Health Benefits Program for Retirees

- A. Those employees who had accrued 20 or more years of creditable service as of June 28, 2011, and who accrue 25 years of pension credit or retire on a disability retirement on or after July 1, 2011, will contribute 1.5% of the monthly retirement allowance toward the cost of post-retirement medical benefits as is required by law. Until such time as different contribution levels are mandated through legislation or are established by the SHBP or the State Health Benefits Plan Design Committee, those employees who had accrued less than 20 years of creditable service as of June 28, 2011, and who accrue 25 years of pension credit or retire on disability retirement on or after July 1, 2011, will contribute toward the cost of post-retirement medical benefits in accordance with the grid established by P.L. 2011, c. 78. In

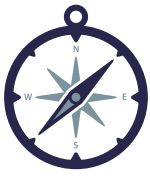
accordance with P.L. 2011, c. 78, the Retiree Wellness Program will not apply to employees who accrue 25 years of pension credit or retire on a disability retirement on or after July 1, 2012, unless otherwise provided by law or as established by the SHBP or the State Health Benefits Plan Design Committee.

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

2. Employees in this group who elect to enroll in a PPO 10 plan shall pay 25% of the premium cost of that plan for health insurance coverage.
 3. Employees in this group shall receive a Medicare Part B reimbursement after retirement up to a cap of \$46.10 per month per eligible employee and the employee's spouse.
- E. Employees who accrue 25 years of pension service credit after June 30, 2008 and before July 1, 2012, will be eligible to receive post-retirement medical benefits ("PRM") in accordance with the terms set forth in the parties' 2008 - 2012 collective negotiations agreement. Such employees will be eligible to participate in any plan other than a PPO 10 plan and will pay 1.5% of pension benefit as a contribution to the cost of PRM, but such contribution shall be waived if the retiree participates in the Retiree Wellness Program. Participation shall mean that the retiree completes the designated HRA form at the time of retirement, participates in the annual health assessment, and participates in any individualized health counseling, follow-up, or program developed for that individual. There shall be an annual verification from the appropriate person at the Retiree Wellness Program that the retiree is participating as required.
- F. Employees hired on or after July 1, 1995, will not receive any reimbursement for Medicare after retirement.
- G. Employees who elect deferred retirement are not entitled to health benefits under this provision.

8.3 Violations of this Article are not subject to the grievance/arbitration procedure of Article 10 of this Agreement, except for Section 8.1(D). The Union and employees do not waive any other legal rights they have to enforce the provisions of this Article.

8.4 The parties agree to reopen negotiations over the subject matter of this Article in the event that changes are made during the term if this Agreement by the State Plan Design Committee regarding plan design or benefits, or any change by the State of New Jersey affecting employee contribution rates for plans within the SHBP such subject matter. Notice of intent to reopen negotiations under this Section must be served on the other party within thirty (30) days of the change that triggered the right to reopen negotiations.



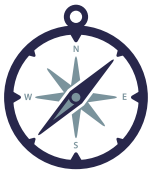
CWA Unity DIRECT and CWA Unity Freedom Member Contributions

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	2.060%	\$412	2.060%	\$412	2.060%	\$412	2.060%	\$412
\$21,000	2.060%	\$433	2.060%	\$433	2.060%	\$433	2.060%	\$433
\$22,000	2.060%	\$453	2.060%	\$453	2.060%	\$453	2.060%	\$453
\$23,000	2.060%	\$474	2.060%	\$474	2.060%	\$474	2.060%	\$474
\$24,000	2.060%	\$494	2.060%	\$494	2.060%	\$494	2.060%	\$494
\$25,000	2.060%	\$515	2.060%	\$515	2.060%	\$515	2.060%	\$515
\$26,000	2.060%	\$536	2.060%	\$536	2.318%	\$603	2.060%	\$536
\$27,000	2.060%	\$556	2.060%	\$556	2.318%	\$626	2.060%	\$556
\$28,000	2.060%	\$577	2.060%	\$577	2.318%	\$649	2.060%	\$577
\$29,000	2.060%	\$597	2.060%	\$597	2.318%	\$672	2.060%	\$597
\$30,000	2.318%	\$695	2.833%	\$850	2.575%	\$773	2.833%	\$850
\$31,000	2.318%	\$718	2.833%	\$878	2.575%	\$798	2.833%	\$878
\$32,000	2.318%	\$742	2.833%	\$906	2.575%	\$824	2.833%	\$906
\$33,000	2.318%	\$765	2.833%	\$935	2.575%	\$850	2.833%	\$935
\$34,000	2.318%	\$788	2.833%	\$963	2.575%	\$876	2.833%	\$963
\$35,000	2.318%	\$811	2.833%	\$991	3.090%	\$1,082	2.833%	\$991
\$36,000	2.318%	\$834	3.090%	\$1,112	3.090%	\$1,112	3.090%	\$1,112
\$37,000	2.318%	\$857	3.090%	\$1,143	3.090%	\$1,143	3.090%	\$1,143
\$38,000	2.318%	\$881	3.090%	\$1,174	3.090%	\$1,174	3.090%	\$1,174
\$39,000	2.318%	\$904	3.090%	\$1,205	3.090%	\$1,205	3.090%	\$1,205
\$40,000	2.318%	\$927	3.090%	\$1,236	3.090%	\$1,236	3.090%	\$1,236
\$41,000	2.318%	\$950	3.090%	\$1,267	3.090%	\$1,267	3.090%	\$1,267
\$42,000	2.318%	\$973	3.090%	\$1,298	3.090%	\$1,298	3.090%	\$1,298
\$43,000	2.318%	\$997	3.090%	\$1,329	3.090%	\$1,329	3.090%	\$1,329
\$44,000	2.318%	\$1,020	3.090%	\$1,360	3.090%	\$1,360	3.090%	\$1,360
\$45,000	2.472%	\$1,112	3.090%	\$1,391	3.605%	\$1,622	3.348%	\$1,506
\$46,000	2.472%	\$1,137	3.090%	\$1,421	3.605%	\$1,658	3.348%	\$1,540
\$47,000	2.472%	\$1,162	3.090%	\$1,452	3.605%	\$1,694	3.348%	\$1,573
\$48,000	2.472%	\$1,187	3.090%	\$1,483	3.605%	\$1,730	3.348%	\$1,607
\$49,000	2.472%	\$1,211	3.090%	\$1,514	3.605%	\$1,766	3.348%	\$1,640
\$50,000	3.090%	\$1,545	4.378%	\$2,189	4.635%	\$2,318	4.635%	\$2,318
\$51,000	3.090%	\$1,576	4.378%	\$2,233	4.635%	\$2,364	4.635%	\$2,364
\$52,000	3.090%	\$1,607	4.378%	\$2,276	4.635%	\$2,410	4.635%	\$2,410
\$53,000	3.090%	\$1,638	4.378%	\$2,320	4.635%	\$2,457	4.635%	\$2,457
\$54,000	3.090%	\$1,669	4.378%	\$2,364	4.635%	\$2,503	4.635%	\$2,503
\$55,000	3.502%	\$1,926	4.635%	\$2,549	5.150%	\$2,833	4.635%	\$2,549
\$56,000	3.502%	\$1,961	4.635%	\$2,596	5.150%	\$2,884	4.635%	\$2,596
\$57,000	3.502%	\$1,996	4.635%	\$2,642	5.150%	\$2,936	4.635%	\$2,642
\$58,000	3.502%	\$2,031	4.635%	\$2,688	5.150%	\$2,987	4.635%	\$2,688
\$59,000	3.502%	\$2,066	4.635%	\$2,735	5.150%	\$3,039	4.635%	\$2,735
\$60,000	3.863%	\$2,318	5.665%	\$3,399	6.180%	\$3,708	5.150%	\$3,090
\$61,000	3.863%	\$2,356	5.665%	\$3,456	6.180%	\$3,770	5.150%	\$3,142
\$62,000	3.863%	\$2,395	5.665%	\$3,512	6.180%	\$3,832	5.150%	\$3,193
\$63,000	3.863%	\$2,433	5.665%	\$3,569	6.180%	\$3,893	5.150%	\$3,245
\$64,000	3.863%	\$2,472	5.665%	\$3,626	6.180%	\$3,955	5.150%	\$3,296



CWA Unity DIRECT and CWA Unity Freedom Member Contributions

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
\$65,000	3.863%	\$2,511	5.923%	\$3,850	6.695%	\$4,352	5.408%	\$3,515
\$66,000	3.863%	\$2,549	5.923%	\$3,909	6.695%	\$4,419	5.408%	\$3,569
\$67,000	3.863%	\$2,588	5.923%	\$3,968	6.695%	\$4,486	5.408%	\$3,623
\$68,000	3.863%	\$2,627	5.923%	\$4,027	6.695%	\$4,553	5.408%	\$3,677
\$69,000	3.863%	\$2,665	5.923%	\$4,087	6.695%	\$4,620	5.408%	\$3,731
\$70,000	4.120%	\$2,884	6.386%	\$4,470	7.468%	\$5,227	5.923%	\$4,146
\$71,000	4.120%	\$2,925	6.386%	\$4,534	7.468%	\$5,302	5.923%	\$4,205
\$72,000	4.120%	\$2,966	6.386%	\$4,598	7.468%	\$5,377	5.923%	\$4,264
\$73,000	4.120%	\$3,008	6.386%	\$4,662	7.468%	\$5,451	5.923%	\$4,323
\$74,000	4.120%	\$3,049	6.386%	\$4,726	7.468%	\$5,526	5.923%	\$4,383
\$75,000		\$3,066		\$4,818	7.468%	\$5,601		\$4,532
\$76,000		\$3,066		\$4,818	7.468%	\$5,675		\$4,532
\$77,000		\$3,066		\$4,818	7.468%	\$5,750		\$4,532
\$78,000		\$3,066		\$4,818	7.468%	\$5,825		\$4,532
\$79,000		\$3,066		\$4,818	7.468%	\$5,899		\$4,532
\$80,000		\$3,175		\$5,037	7.468%	\$5,974		\$4,687
\$81,000		\$3,175		\$5,037	7.468%	\$6,049		\$4,687
\$82,000		\$3,175		\$5,037	7.468%	\$6,123		\$4,687
\$83,000		\$3,175		\$5,037	7.468%	\$6,198		\$4,687
\$84,000		\$3,175		\$5,037	7.468%	\$6,273		\$4,687
\$85,000		\$3,175		\$5,475	7.725%	\$6,566		\$5,099
\$86,000		\$3,175		\$5,475	7.725%	\$6,644		\$5,099
\$87,000		\$3,175		\$5,475	7.725%	\$6,721		\$5,099
\$88,000		\$3,175		\$5,475	7.725%	\$6,798		\$5,099
\$89,000		\$3,175		\$5,475	7.725%	\$6,875		\$5,099
\$90,000		\$3,175		\$5,475	7.725%	\$6,953		\$5,099
\$91,000		\$3,175		\$5,475	7.725%	\$7,030		\$5,099
\$92,000		\$3,175		\$5,475	7.725%	\$7,107		\$5,099
\$93,000		\$3,175		\$5,475	7.725%	\$7,184		\$5,099
\$94,000		\$3,175		\$5,475	7.725%	\$7,262		\$5,099
\$95,000		\$3,286		\$5,475	7.725%	\$7,339		\$5,099
\$96,000		\$3,286		\$5,475	7.725%	\$7,416		\$5,099
\$97,000		\$3,286		\$5,475	7.725%	\$7,493		\$5,099
\$98,000		\$3,286		\$5,475	7.725%	\$7,571		\$5,099
\$99,000		\$3,286		\$5,475	7.725%	\$7,648		\$5,099
\$100,000		\$3,286		\$6,582		\$8,459		\$6,129
\$101,000		\$3,286		\$6,582		\$8,459		\$6,129
\$102,000		\$3,286		\$6,582		\$8,459		\$6,129
\$103,000		\$3,286		\$6,582		\$8,459		\$6,129
\$104,000		\$3,286		\$6,582		\$8,459		\$6,129
\$105,000		\$3,286		\$6,582		\$8,459		\$6,129
\$106,000		\$3,286		\$6,582		\$8,459		\$6,129
\$107,000		\$3,286		\$6,582		\$8,459		\$6,129
\$108,000		\$3,286		\$6,582		\$8,459		\$6,129
\$109,000		\$3,286		\$6,582		\$8,459		\$6,129



CWA Unity DIRECT and CWA Unity Freedom Member Contributions

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
\$110,000		\$3,286		\$6,582		\$9,396		\$6,129
\$111,000		\$3,286		\$6,582		\$9,396		\$6,129
\$112,000		\$3,286		\$6,582		\$9,396		\$6,129
\$113,000		\$3,286		\$6,582		\$9,396		\$6,129
\$114,000		\$3,286		\$6,582		\$9,396		\$6,129
\$115,000		\$3,286		\$6,582		\$9,396		\$6,129
\$116,000		\$3,286		\$6,582		\$9,396		\$6,129
\$117,000		\$3,286		\$6,582		\$9,396		\$6,129
\$118,000		\$3,286		\$6,582		\$9,396		\$6,129
\$119,000		\$3,286		\$6,582		\$9,396		\$6,129
\$120,000		\$3,286		\$6,582		\$9,396		\$6,129
\$121,000		\$3,286		\$6,582		\$9,396		\$6,129
\$122,000		\$3,286		\$6,582		\$9,396		\$6,129
\$123,000		\$3,286		\$6,582		\$9,396		\$6,129
\$124,000		\$3,286		\$6,582		\$9,396		\$6,129
\$125,000		\$3,286		\$6,582		\$9,396		\$6,129
\$126,000		\$3,286		\$6,582		\$9,396		\$6,129
\$127,000		\$3,286		\$6,582		\$9,396		\$6,129
\$128,000		\$3,286		\$6,582		\$9,396		\$6,129
\$129,000		\$3,286		\$6,582		\$9,396		\$6,129
\$130,000		\$3,286		\$6,582		\$9,396		\$6,129
\$131,000		\$3,286		\$6,582		\$9,396		\$6,129
\$132,000		\$3,286		\$6,582		\$9,396		\$6,129
\$133,000		\$3,286		\$6,582		\$9,396		\$6,129
\$134,000		\$3,286		\$6,582		\$9,396		\$6,129
\$135,000		\$3,286		\$6,582		\$9,396		\$6,129
\$136,000		\$3,286		\$6,582		\$9,396		\$6,129
\$137,000		\$3,286		\$6,582		\$9,396		\$6,129
\$138,000		\$3,286		\$6,582		\$9,396		\$6,129
\$139,000		\$3,286		\$6,582		\$9,396		\$6,129
\$140,000		\$3,286		\$6,582		\$9,396		\$6,129
\$141,000		\$3,286		\$6,582		\$9,396		\$6,129
\$142,000		\$3,286		\$6,582		\$9,396		\$6,129
\$143,000		\$3,286		\$6,582		\$9,396		\$6,129
\$144,000		\$3,286		\$6,582		\$9,396		\$6,129
\$145,000		\$3,286		\$6,582		\$9,396		\$6,129
\$146,000		\$3,286		\$6,582		\$9,396		\$6,129
\$147,000		\$3,286		\$6,582		\$9,396		\$6,129
\$148,000		\$3,286		\$6,582		\$9,396		\$6,129
\$149,000		\$3,286		\$6,582		\$9,396		\$6,129
\$150,000		\$3,286		\$6,582		\$9,396		\$6,129



Horizon OMNIA and Aetna Liberty Plus Member Contributions

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	1.545%	\$309	1.545%	\$309	1.545%	\$309	1.545%	\$309
\$21,000	1.545%	\$324	1.545%	\$324	1.545%	\$324	1.545%	\$324
\$22,000	1.545%	\$340	1.545%	\$340	1.545%	\$340	1.545%	\$340
\$23,000	1.545%	\$355	1.545%	\$355	1.545%	\$355	1.545%	\$355
\$24,000	1.545%	\$371	1.545%	\$371	1.545%	\$371	1.545%	\$371
\$25,000	1.545%	\$386	1.545%	\$386	1.545%	\$386	1.545%	\$386
\$26,000	1.545%	\$402	1.545%	\$402	1.741%	\$453	1.545%	\$402
\$27,000	1.545%	\$417	1.545%	\$417	1.741%	\$470	1.545%	\$417
\$28,000	1.545%	\$433	1.545%	\$433	1.741%	\$487	1.545%	\$433
\$29,000	1.545%	\$448	1.545%	\$448	1.741%	\$505	1.545%	\$448
\$30,000	1.738%	\$521	2.124%	\$637	1.931%	\$579	2.124%	\$637
\$31,000	1.738%	\$539	2.124%	\$659	1.931%	\$599	2.124%	\$659
\$32,000	1.738%	\$556	2.124%	\$680	1.931%	\$618	2.124%	\$680
\$33,000	1.738%	\$574	2.124%	\$701	1.931%	\$637	2.124%	\$701
\$34,000	1.738%	\$591	2.124%	\$722	1.931%	\$657	2.124%	\$722
\$35,000	1.738%	\$608	2.124%	\$744	2.318%	\$811	2.124%	\$744
\$36,000	1.738%	\$626	2.318%	\$834	2.318%	\$834	2.318%	\$834
\$37,000	1.738%	\$643	2.318%	\$857	2.318%	\$857	2.318%	\$857
\$38,000	1.738%	\$660	2.318%	\$881	2.318%	\$881	2.318%	\$881
\$39,000	1.738%	\$678	2.318%	\$904	2.318%	\$904	2.318%	\$904
\$40,000	1.738%	\$695	2.318%	\$927	2.318%	\$927	2.318%	\$927
\$41,000	1.738%	\$713	2.318%	\$950	2.318%	\$950	2.318%	\$950
\$42,000	1.738%	\$730	2.318%	\$973	2.318%	\$973	2.318%	\$973
\$43,000	1.738%	\$747	2.318%	\$997	2.318%	\$997	2.318%	\$997
\$44,000	1.738%	\$765	2.318%	\$1,020	2.318%	\$1,020	2.318%	\$1,020
\$45,000	1.854%	\$834	2.318%	\$1,043	2.704%	\$1,217	2.511%	\$1,130
\$46,000	1.854%	\$853	2.318%	\$1,066	2.704%	\$1,244	2.511%	\$1,155
\$47,000	1.854%	\$871	2.318%	\$1,089	2.704%	\$1,271	2.511%	\$1,180
\$48,000	1.854%	\$890	2.318%	\$1,112	2.704%	\$1,298	2.511%	\$1,205
\$49,000	1.854%	\$908	2.318%	\$1,136	2.704%	\$1,325	2.511%	\$1,230
\$50,000	2.318%	\$1,159	3.283%	\$1,642	3.476%	\$1,738	3.476%	\$1,738
\$51,000	2.318%	\$1,182	3.283%	\$1,674	3.476%	\$1,773	3.476%	\$1,773
\$52,000	2.318%	\$1,205	3.283%	\$1,707	3.476%	\$1,808	3.476%	\$1,808
\$53,000	2.318%	\$1,228	3.283%	\$1,740	3.476%	\$1,842	3.476%	\$1,842
\$54,000	2.318%	\$1,251	3.283%	\$1,773	3.476%	\$1,877	3.476%	\$1,877
\$55,000	2.627%	\$1,445	3.476%	\$1,912	3.863%	\$2,124	3.476%	\$1,912
\$56,000	2.627%	\$1,471	3.476%	\$1,947	3.863%	\$2,163	3.476%	\$1,947
\$57,000	2.627%	\$1,497	3.476%	\$1,981	3.863%	\$2,202	3.476%	\$1,981
\$58,000	2.627%	\$1,523	3.476%	\$2,016	3.863%	\$2,240	3.476%	\$2,016
\$59,000	2.627%	\$1,550	3.476%	\$2,051	3.863%	\$2,279	3.476%	\$2,051
\$60,000	2.897%	\$1,738	4.249%	\$2,549	4.635%	\$2,781	3.863%	\$2,318
\$61,000	2.897%	\$1,767	4.249%	\$2,592	4.635%	\$2,827	3.863%	\$2,356



Horizon OMNIA and Aetna Liberty Plus Member Contributions

ANNUAL SALARY	SINGLE		EMPLOYEE & SPOUSE/PARTNER		FAMILY		PARENT/CHILD	
	% pay contribution	\$ of pay employee contribution	% pay contribution	\$ of pay employee contribution	% pay contribution	\$ of pay employee contribution	% pay contribution	\$ of pay employee contribution
\$62,000	2.897%	\$1,796	4.249%	\$2,634	4.635%	\$2,874	3.863%	\$2,395
\$63,000	2.897%	\$1,825	4.249%	\$2,677	4.635%	\$2,920	3.863%	\$2,433
\$64,000	2.897%	\$1,854	4.249%	\$2,719	4.635%	\$2,966	3.863%	\$2,472
\$65,000	2.897%	\$1,883	4.442%	\$2,887	5.021%	\$3,264	4.056%	\$2,636
\$66,000	2.897%	\$1,912	4.442%	\$2,932	5.021%	\$3,314	4.056%	\$2,677
\$67,000	2.897%	\$1,941	4.442%	\$2,976	5.021%	\$3,364	4.056%	\$2,717
\$68,000	2.897%	\$1,970	4.442%	\$3,020	5.021%	\$3,414	4.056%	\$2,758
\$69,000	2.897%	\$1,999	4.442%	\$3,065	5.021%	\$3,465	4.056%	\$2,798
\$70,000	3.090%	\$2,163	4.790%	\$3,353	5.601%	\$3,920	4.442%	\$3,109
\$71,000	3.090%	\$2,194	4.790%	\$3,401	5.601%	\$3,976	4.442%	\$3,154
\$72,000	3.090%	\$2,225	4.790%	\$3,448	5.601%	\$4,032	4.442%	\$3,198
\$73,000	3.090%	\$2,256	4.790%	\$3,496	5.601%	\$4,088	4.442%	\$3,243
\$74,000	3.090%	\$2,287	4.790%	\$3,544	5.601%	\$4,144	4.442%	\$3,287
\$75,000		\$2,300		\$3,614	5.601%	\$4,200		\$3,399
\$76,000		\$2,300		\$3,614	5.601%	\$4,256		\$3,399
\$77,000		\$2,300		\$3,614	5.601%	\$4,312		\$3,399
\$78,000		\$2,300		\$3,614	5.601%	\$4,368		\$3,399
\$79,000		\$2,300		\$3,614	5.601%	\$4,424		\$3,399
\$80,000		\$2,382		\$3,778	5.601%	\$4,481		\$3,515
\$81,000		\$2,382		\$3,778	5.601%	\$4,537		\$3,515
\$82,000		\$2,382		\$3,778	5.601%	\$4,593		\$3,515
\$83,000		\$2,382		\$3,778	5.601%	\$4,649		\$3,515
\$84,000		\$2,382		\$3,778	5.601%	\$4,705		\$3,515
\$85,000		\$2,382		\$4,107	5.794%	\$4,925		\$3,824
\$86,000		\$2,382		\$4,107	5.794%	\$4,983		\$3,824
\$87,000		\$2,382		\$4,107	5.794%	\$5,041		\$3,824
\$88,000		\$2,382		\$4,107	5.794%	\$5,099		\$3,824
\$89,000		\$2,382		\$4,107	5.794%	\$5,156		\$3,824
\$90,000		\$2,382		\$4,107	5.794%	\$5,214		\$3,824
\$91,000		\$2,382		\$4,107	5.794%	\$5,272		\$3,824
\$92,000		\$2,382		\$4,107	5.794%	\$5,330		\$3,824
\$93,000		\$2,382		\$4,107	5.794%	\$5,388		\$3,824
\$94,000		\$2,382		\$4,107	5.794%	\$5,446		\$3,824
\$95,000		\$2,464		\$4,107	5.794%	\$5,504		\$3,824
\$96,000		\$2,464		\$4,107	5.794%	\$5,562		\$3,824
\$97,000		\$2,464		\$4,107	5.794%	\$5,620		\$3,824
\$98,000		\$2,464		\$4,107	5.794%	\$5,678		\$3,824
\$99,000		\$2,464		\$4,107	5.794%	\$5,736		\$3,824
\$100,000		\$2,464		\$4,936		\$6,345		\$4,596
\$101,000		\$2,464		\$4,936		\$6,345		\$4,596
\$102,000		\$2,464		\$4,936		\$6,345		\$4,596
\$103,000		\$2,464		\$4,936		\$6,345		\$4,596



Horizon OMNIA and Aetna Liberty Plus Member Contributions

ANNUAL SALARY	SINGLE		EMPLOYEE & SPOUSE/PARTNER		FAMILY		PARENT/CHILD	
	% pay contribution	\$ of pay employee contribution	% pay contribution	\$ of pay employee contribution	% pay contribution	\$ of pay employee contribution	% pay contribution	\$ of pay employee contribution
\$104,000		\$2,464		\$4,936		\$6,345		\$4,596
\$105,000		\$2,464		\$4,936		\$6,345		\$4,596
\$106,000		\$2,464		\$4,936		\$6,345		\$4,596
\$107,000		\$2,464		\$4,936		\$6,345		\$4,596
\$108,000		\$2,464		\$4,936		\$6,345		\$4,596
\$109,000		\$2,464		\$4,936		\$6,345		\$4,596
\$110,000		\$2,464		\$4,936		\$7,047		\$4,596
\$111,000		\$2,464		\$4,936		\$7,047		\$4,596
\$112,000		\$2,464		\$4,936		\$7,047		\$4,596
\$113,000		\$2,464		\$4,936		\$7,047		\$4,596
\$114,000		\$2,464		\$4,936		\$7,047		\$4,596
\$115,000		\$2,464		\$4,936		\$7,047		\$4,596
\$116,000		\$2,464		\$4,936		\$7,047		\$4,596
\$117,000		\$2,464		\$4,936		\$7,047		\$4,596
\$118,000		\$2,464		\$4,936		\$7,047		\$4,596
\$119,000		\$2,464		\$4,936		\$7,047		\$4,596
\$120,000		\$2,464		\$4,936		\$7,047		\$4,596
\$121,000		\$2,464		\$4,936		\$7,047		\$4,596
\$122,000		\$2,464		\$4,936		\$7,047		\$4,596
\$123,000		\$2,464		\$4,936		\$7,047		\$4,596
\$124,000		\$2,464		\$4,936		\$7,047		\$4,596
\$125,000		\$2,464		\$4,936		\$7,047		\$4,596
\$126,000		\$2,464		\$4,936		\$7,047		\$4,596
\$127,000		\$2,464		\$4,936		\$7,047		\$4,596
\$128,000		\$2,464		\$4,936		\$7,047		\$4,596
\$129,000		\$2,464		\$4,936		\$7,047		\$4,596
\$130,000		\$2,464		\$4,936		\$7,047		\$4,596
\$131,000		\$2,464		\$4,936		\$7,047		\$4,596
\$132,000		\$2,464		\$4,936		\$7,047		\$4,596
\$133,000		\$2,464		\$4,936		\$7,047		\$4,596
\$134,000		\$2,464		\$4,936		\$7,047		\$4,596
\$135,000		\$2,464		\$4,936		\$7,047		\$4,596
\$136,000		\$2,464		\$4,936		\$7,047		\$4,596
\$137,000		\$2,464		\$4,936		\$7,047		\$4,596
\$138,000		\$2,464		\$4,936		\$7,047		\$4,596
\$139,000		\$2,464		\$4,936		\$7,047		\$4,596
\$140,000		\$2,464		\$4,936		\$7,047		\$4,596
\$141,000		\$2,464		\$4,936		\$7,047		\$4,596
\$142,000		\$2,464		\$4,936		\$7,047		\$4,596
\$143,000		\$2,464		\$4,936		\$7,047		\$4,596
\$144,000		\$2,464		\$4,936		\$7,047		\$4,596
\$145,000		\$2,464		\$4,936		\$7,047		\$4,596



Horizon OMNIA and Aetna Liberty Plus Member Contributions

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
\$146,000		\$2,464		\$4,936		\$7,047		\$4,596
\$147,000		\$2,464		\$4,936		\$7,047		\$4,596
\$148,000		\$2,464		\$4,936		\$7,047		\$4,596
\$149,000		\$2,464		\$4,936		\$7,047		\$4,596
\$150,000		\$2,464		\$4,936		\$7,047		\$4,596



Horizon and Aetna HMO and HD Plans Member Contributions

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 on this chart are percentage of the full cost premium for the HMO and HD plans, not percentage of salary.

ARTICLE 9 DISCIPLINARY ACTIONS

9.1 Labor/Management Pre-Disciplinary Procedure

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

9.2 Types of Disciplinary Actions

- A. Discipline shall consist of minor and major discipline, which shall include written reprimands, suspensions, disciplinary demotions, and removals from service.
 - 1. Minor discipline shall include a written reprimand and a suspension of five (5) business days or less.
 - 2. Major discipline shall include: (i) removal; (ii) disciplinary demotion, (iii) suspension for more than five (5) business days per incident, including immediate suspensions without pay; (iv) suspension for five (5) business days or less if the aggregate number of business days for which the employee is suspended in the calendar year is fifteen (15) or more; and (v) any suspension if the employee has already received at least three (3) minor suspensions during the calendar year.
- B. **Immediate Suspension**
 - 1. An employee may be suspended immediately and prior to a hearing where it is determined that the employee is unfit for duty or is a hazard to any person if permitted to remain on the job, or that an immediate suspension is necessary to maintain safety, health, order or effective direction of public services. However, a Preliminary Notice of Disciplinary Action on the administrative charges with opportunity for a hearing must be served in person or by certified mail within five business days following the immediate suspension. The hearing will follow the procedures outlined in this article for major discipline, at which time the employee may challenge the

appropriateness of the immediate suspension as well as the underlying administrative charges.

2. An employee may be suspended immediately when the employee is formally charged with a crime of the first, second or third degree, or a crime of the fourth degree on the job or directly related to the job. The procedures outlined in N.J.A.C. 4A: 2-2.7 shall be followed for actions involving criminal matters.
3. Where suspension is immediate under 9.2.B.1(1) and or 2 (2) above, and is without pay, the employee must first be apprised ~~either orally or~~ in writing, of why an immediate suspension is sought, the charges and the general evidence in support of the charges and provided with sufficient opportunity to review the charges and the evidence in order to respond to the charges in writing before a representative of the appointing authority. ~~The response may be oral or in writing, at the discretion of the appointing authority. The representative of the Appointing Authority will issue a decision in writing.~~

(a). If an immediate suspension is imposed based on section 9.2.B.1. above, the Union may file an appeal in writing to Counsel's Office and must be submitted within two (2) business days of the decision. Counsel's Office shall assign a hearing officer to conduct a streamlined hearing within two (2) business days of receipt of the appeal. If a Hearing Officer from Counsel's Office is unavailable, a Trial Court Administrator (TCA) may be designated to hear the appeal provided they were not personally involved in the initial decision to immediately suspend the employee. There shall be no written briefs or post-hearing submissions. The hearing will be held virtually. The hearing will be streamlined and allow the parties an equal opportunity to present their positions, and should not normally exceed one (1) hour. A decision shall be orally rendered at the conclusion of the hearing whether the standards for the immediate suspension without pay set forth in Section 9.2.B.1. have been met, with a written copy to follow within five business days thereafter.

9.3 Just Cause; Burden of Proof; Limitations on Actions

- A. Discipline shall be imposed for just cause only. Discipline shall be progressive in nature and corrective in aim. The Judiciary shall bear the burden of proof. Discipline shall be brought within 90 business days of ~~management's~~ Court Executive's knowledge of a specific incident *and accumulation of the evidence*, except in circumstances where further delay

is *appropriate* (e.g., discipline for acts which would constitute a crime). This provision shall not apply to lateness or absenteeism.

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

- B. An employee's first written reprimand will not be considered in deciding the level of discipline to impose for subsequent disciplinary actions involving infractions of the same charge if the employee completes eighteen (18) consecutive months following the first written reprimand without incurring further discipline. This provision does not apply to chronic and/or excessive absenteeism and lateness infractions, or for any disciplinary actions other than the first written reprimand.
- C. Discipline based solely on work performance, absenteeism, lateness or other chronic offenses shall be governed by 9.8.
- D. Discipline shall be administered only after consideration of:
 - 1. Length of service;
 - 2. Prior disciplinary record, including but not limited to:
 - a. Frequency/date(s)
 - b. Charges upheld
 - c. Penalty imposed
 - d. Nature of charges
 - 3. Training and/or corrective action plans previously taken to address the problem;
 - a. Date(s)
 - b. Specifics (counseling, verbal/written warnings, performance evaluations)
 - c. Effectiveness (degree of improvement)
 - 4. Seriousness of current charges;
 - a. Nature of offense
 - b. Impact on operations
 - c. Consequences of the conduct
 - 5. Overall record of the employee;
 - 6. Other factors, to include but not to be limited to the employee's acceptance of responsibility for conduct.

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

9.4 Union Representation During Questioning, Meetings or Hearings

- A. Any employee who is subject to questioning by the Judiciary or its agents, and has reasonable cause to believe that discipline may result, is entitled

to Union representation during such questioning. The Judiciary shall ensure that employees in such situations are notified of their Weingarten rights when management knows or believes that disciplinary action may result.

- B. The Union may bring a reasonable number of representatives to a meeting/hearing, but the Judiciary shall only compensate one employee who is a union representative for time spent at the meeting/hearing. When there is more than one union representative or more than one management representative present during questioning, hearings or meetings, each side shall designate a single spokesperson for the entire proceeding.
- C. Union representation may include a Shop Steward or National or Local ~~staff representative~~ as designated by the Union.

9.5 Information To Be Provided

- A. Written notice of disciplinary action shall be provided to the employee. Such notices shall state the nature of the charges, the alleged acts on which the charges are based, and the nature of the discipline to be imposed.
- B. Copies of disciplinary notices shall be provided to the Shop Steward and the Union as soon as possible but not more than (twenty-four) 24 hours after being given to the employee.
- C. ~~Upon written request, t~~ The Judiciary is obligated to provide documents and a list of witnesses that will be relied upon at the disciplinary hearing. Such documents, shall be provided to the requesting party, either the Union or the employee, no later than 15 business days from the date the PNDA is issued. The Judiciary may supplement its initial production of documents prior to the hearing. ~~Upon written request, t~~ The Union or the employee is obligated to provide documents and witnesses that will be relied upon at the disciplinary hearing to the Judiciary no later than 5 business days before the discipline hearing. Nothing in this paragraph prohibits the proffer by either party of additional rebuttal documents which are admitted into evidence at the Hearing Officer's discretion. ~~Failure of either party to provide any facts, documents or other information pursuant to a valid discovery request the witness list or documents as provided above~~ may result in the suppression of the party's claim or defense at the disciplinary hearing or other appropriate remedy as determined by the Hearing Officer.

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

9.6 Appeal Procedure

A. Minor Discipline

1. Within five (5) business days after receiving a Notice of Minor Disciplinary Action, the employee with their ~~his/her~~ Union representative may request a meeting with the Senior Manager or their ~~his/her~~ designee to review the disciplinary evidence and explore a settlement. Said meeting shall be held upon request by the Union. If the meeting process is abused, however, the matter may be brought to the attention of the Union and/or the Chief of the Labor and Employee Relations Unit for appropriate action.
2. Within ten (10) business days after receiving a Notice of Minor Disciplinary Action, the employee may request a hearing. The request for a hearing must be in writing. The hearing shall be held within twenty-five (25) business days of the receipt of the request, unless mutually agreed otherwise. If no hearing is requested within 10 (ten) business days, the hearing is deemed waived and a Final Notice of Disciplinary Action shall be issued and discipline shall be imposed.
3. The employee may be represented at the hearing by a Union representative designated by the local. The Judiciary shall issue a decision and furnish the employee and the Union with a Final Notice of Disciplinary Action within twenty (20) business days after the hearing, or such additional time as may be agreed to by the parties.
4. Any hearing involving discipline shall be conducted and determined by an impartial hearing officer, designated in accordance with this article, who is not personally involved with the facts of the dispute or otherwise involved in a manner that could negatively impact on such officer's ability to be impartial.
5. Hearings shall be conducted in the location where the discipline occurred. Hearings may be conducted virtually where both parties agree, or when a public health emergency creates restrictions on in-person meetings.
6. Hearings of minor discipline shall be conducted by a local hearing officer. Local hearing officers shall be selected by the TCA or their ~~his/her~~ designee, or in the case of a Central Office employee, by Counsel to the Administrative Director or their ~~his/her~~ designee.

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

7. The scheduling of said hearing will be mutually agreed between management, the hearing officer and the Union.
8. If for good cause, the employee, the Union or management requests an adjournment of the disciplinary hearing, the adjournment shall not be unreasonably denied; provided, ~~however, that~~ the parties and the hearing officer agree upon ~~a set of~~ new hearing dates to be held within 60 calendar days of the original hearing date. ~~and confirm same with the hearing officer~~ A second postponement will only occur in exceptional circumstances as decided upon by the hearing officer. ~~prior to the dates of the scheduled hearing or as soon thereafter as possible and provided further that the new hearing date shall be peremptory. If a peremptory new date is not confirmed by the Union and employee by the date of the initially scheduled hearing, then management may impose the discipline even though a departmental hearing has not yet occurred. Imposition of a suspension is subject to the result of the hearing process which can include a back pay award in whole or in part. If, however, management fails to provide the Union with timely, requested discovery materials ten (10) business days prior to the hearing, or if a key witness is unavailable, the Union may request and be granted an adjournment with no imposition of the proposed discipline. Adjournments shall be requested from the Counsel's Office, in the case of an AOC hearing, and from the local hearing officer in the case of a vicinage hearing.~~
9. Hearing officers shall make findings of fact and issue an advisory recommendation to the Appointing Authority. A copy of the hearing officer's analysis and decision will be provided to the parties.
- ~~10. Classified employees may appeal this decision to the Civil Service Commission in accordance with Civil Service Commission regulations.~~
- ~~11.~~ 10. Minor discipline is not subject to the grievance ~~provisions~~ procedures set forth in this ~~contract.~~ Agreement. Minor discipline is subject to the advisory arbitration procedures in section ~~12~~ 11 below.
- ~~12.~~ 11. Advisory Arbitration of Minor Discipline
 - a.
 - i. Advisory arbitration of minor discipline shall be available **only** to both classified and unclassified employees and shall be limited to appeals of minor discipline involving suspensions of five days or less. Written reprimands may not be appealed to advisory arbitration.

- ii. Appeals to advisory arbitration shall be made through the Union. ~~Only the Union will have the right to arbitrate a minor disciplinary action.~~
- iii. The Union may appeal to advisory arbitration, within 30 calendar days of receipt of the hearing officer's final determination, by ~~filing a request for arbitration. Requests for arbitration will be filed using a form agreed upon by the parties. The form should be filed with~~ way of written notice to Counsel's Office.
- The arbitrator is selected on a rotation basis from a panel of arbitrators mutually acceptable to labor and management. Arbitrators will be reviewed and selected on an annual basis. The parties will mutually appoint arbitrators to fill vacancies on the panel during the life of this Agreement.
 - The arbitration will be scheduled on a regular basis. The arbitration may be held regionally. No more than 3.0 hours may be spent any one case with each party having a maximum of 1.5 hours for presentation of their case. The objective is for the arbitrator to review as many cases in the day as practicable.
 - Written statements of no more than 5 pages may be submitted no later than 5 business days prior to the arbitration.
 - Appeals will be heard within 60 business days of assignment of an arbitrator.
 - The hearing will determine whether the discipline was imposed in accordance with the just cause provisions of Section 9.3 in the contract. The hearing will be limited to the charges sustained at the local level. Prior to the hearing, the parties will confer in order to clarify or narrow the issues being appealed as may be appropriate.
 - Parties shall have the right to introduce a reasonable number of witnesses and present documentary evidence. A necessary witness

who is an employee of the Judiciary will be permitted to appear without loss of pay for the time of appearance and travel time as required.

- The arbitrator shall render a bench decision at the conclusion of the hearing accepting, rejecting, or modifying the hearing officer's decision with a concise statement of reason(s).
- The advisory decision of the arbitrator will be a recommended decision subject to the review of the Administrative Director or their his/her designee.
- Prior to issuing a final decision not to accept an advisory decision, in whole or in part, the Administrative Director or their his/her designee, will meet with the Union to discuss that decision.
- If the Administrative Director or their his/her designee appointing authority does not accept an advisory arbitration decision, in whole or in part, the final decision shall be accompanied by a written explanation of why it was not accepted.
- The ~~parties~~ Judiciary and the Union will split the cost of the arbitration equally. If the arbitrator hears cases involving employees from other unions, the cost of the arbitrator shall be prorated based on the length of the matter(s) heard that day.
- There will be no AOC hearing for minor discipline brought by a vicinage.

- b. ~~Appeals by Classified and Unclassified Employees: If an unclassified employee does not agree with the local hearing officer's decision, and the Union does not choose to appeal to an arbitrator, there is no further appeal right. †~~ The Union or employee may exercise the right to appeal to advisory arbitration.

B. Major Discipline

1. Within ten (10) business days after receiving a Preliminary Notice of Disciplinary Action or Notice of Discipline for Unclassified

Employees, the employee or the Union may request a hearing, in writing. The hearing shall be held within twenty-five (25) business days unless agreed otherwise. If no hearing is requested within ten (10) business days, it is deemed waived. A Final Notice of Disciplinary Action shall be issued and the discipline shall be imposed.

2. The employee may be represented at the hearing by a Union representative as designated by the local. Unless otherwise agreed, the Judiciary shall issue a decision and furnish the employee and the Union with a Final Notice of Disciplinary Action within forty-five (45) business days after the hearing.

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

3. Hearings referenced in 9.6(B)(1) shall be conducted by hearing officers assigned by the Appointing Authority through the Counsel's Office. The Union shall be notified of the appointed hearing officer designee. The hearing officer shall conduct a the hearing in a manner that allows the parties; to present their case fairly. The hearing officer shall not be a witness or party in the proceedings. Any hearing involving discipline shall be conducted and determined by an impartial hearing officer designated in accordance with this article, who is not personally involved with the facts of the dispute or otherwise involved in a manner that could negatively impact on the officer's ability to be impartial. If for good cause, the employee, the Union or management requests an adjournment of the disciplinary hearing, the adjournment request shall not be unreasonably denied. The parties must agree upon a set of new set of hearing dates to be held within sixty (60) calendar days of the original hearing date and confirm same with the hearing officer.; ~~provided, however, that the parties and the hearing officer agree upon a set of new hearing dates~~ A second postponement will only occur in exceptional circumstances as decided upon by the hearing officer. and confirm same with the hearing officer prior to the dates of the scheduled hearing or as soon thereafter as possible and provided further that the new date shall be peremptory. Hearings may be conducted virtually where both parties agree, or when a public health emergency creates restrictions on in-person meetings.
4. Hearing officers shall make findings of fact and issue a recommended decision ~~an advisory recommendation~~ to the Appointing Authority or their designee. If a disciplinary appeal is decided in favor of the employee, the hearing officer shall have

authority to recommend an appropriate remedy, which may include, but is not limited to, reinstatement, back pay and the granting of specific benefits. A copy of the hearing officer's decision will be provided to the parties. The Appointing Authority or designee shall issue a ~~f~~Final Notice of Disciplinary Action. The Appointing Authority or designee can accept, reject or modify the hearing officer's decision. If the hearing officer's decision is modified or rejected, the Appointing Authority or designee shall explain why in the final written determination.

~~5. Classified employees may appeal this decision to the Civil Service Commission in accordance with Civil Service Commission regulations.~~

~~6.~~ 5. Unclassified and Classified employees may appeal the departmental decision on major discipline through the Union to advisory arbitration in accordance with the following procedures:

a. An appeal must be filed in writing by the Union within thirty (30) calendar days from the date the Union received the Appointing Authority's or their designee's final 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 to be decided by the arbitrator absent a settlement.

b. Within sixty (60) calendar days of the execution of this Agreement, the parties shall mutually agree upon a panel of not less than five (5) arbitrators. Each member of the panel shall serve in turn alphabetically as the sole arbitrator for a given case. Where a member of the panel is unable to serve, the next member in sequence shall then serve. If the parties cannot agree on a panel of arbitrators within sixty (60) calendar days, arbitrators shall be selected on a case-by-case basis under the selection procedure of the Public Employees Relations Commission until such time as the parties agree on a panel. Changes to the panel may be made by mutual consent of the parties. The parties will mutually appoint arbitrators to fill vacancies on the panel during the life of this Agreement.

c. The arbitrator shall conduct a hearing to determine the facts and render a decision in writing to the parties. The arbitrator shall render an advisory opinion to the ~~appointing authority~~ Administrative Director consistent with applicable law and this ~~a~~Agreement. If a disciplinary appeal is decided in favor of the

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

- d. The arbitrator shall hold the hearing at a time and place convenient to the parties within thirty (30) calendar days of their **his/her** acceptance to act as arbitrator. Hearings may be conducted virtually where all parties agree, or when a public health emergency creates restrictions on in-person meetings. The arbitrator **and** shall issue their **his/her** decision within thirty (30) calendar days to the appointing authority after the close of the hearing record.
 - e. Prior to issuing a final decision not to accept an advisory arbitration decision, in whole or in part, the Administrative Director will meet with the Union to discuss that decision.
 - f. If the Administrative Director does not accept an advisory arbitration decision, in whole or in part, the final decision must be accompanied by a written determination of why it was not accepted. If the arbitrator recommends a penalty equal to a suspension of 90 or fewer days, but the Administrative Director instead imposes removal, a disciplinary demotion, or a suspension without pay of more than 90 days, the Administrative Director shall show that the arbitrator's decision contains a clear material error. The Administrative Director's decision as to the existence of a clear material error shall be final and binding.
 - f.-g. The fees and expenses of the arbitrator shall be borne equally by the Judiciary and the Union **parties**. Any other cost of the arbitration proceeding, including the cost of recording, shall be borne by the party incurring the cost, unless the other party requests a copy of the recording, in which case the cost will be shared equally by the parties.
7. Major discipline is not subject to the grievance provisions in this contract.

9.7 Miscellaneous Provisions

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

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

- B. Suspensions and removals shall be subject to a stay pending final decision by the appropriate Appointing Authority and/or designee, unless otherwise provided under the New Jersey Administrative Code Title 4A, et. seq. or this article.
- C. Hearings conducted pursuant to this article shall provide, at a minimum, for examination and cross-examination of witnesses and procedures to determine the admissibility of evidence to be introduced. Copies of materials to be introduced as evidence should be provided to the hearing officer. Either party may make a verbatim record of the hearing through a certified court reporter or tape recording and shall provide the hearing officer with a copy of the record without charge and the other party if that party agrees to split that cost.
- D. Employees serving a working test period may appeal their working test period release to the New Jersey Civil Service Commission in accordance with the New Jersey Civil Service Commission regulations.
- E. Parties shall have a virtual pre-hearing conference with the hearing officer to go over discovery and/or any other issues no less than three (3) business days prior to the hearing. This conference shall be waived if both parties agree that it is unnecessary.

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

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

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

Within five (5) business days after the meeting the supervisor or manager shall issue a written decision regarding the employee's work performance, including suggestions on how the work performance can be improved. Appropriate training opportunities that relate to the employee's work may be a result of this stage. When appropriate, the supervisor or manager shall issue a Notice of Disciplinary Action along with the written decision. To appeal the Notice of Disciplinary Action, the parties shall proceed under 9.6(A) through (B).

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

ARTICLE 10 GRIEVANCES

10.1 Grievance Definition

A “grievance” is:

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

10.2 Purpose

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

10.3 General Rules

- A. Formal grievances shall be filed by the union and shall be governed by the procedures set forth herein. The grievant may be an individual employee, a group of employees, or the union itself.
- B. Employees using this grievance procedure shall not be coerced, intimidated or suffer any reprisal as a direct or indirect result of such use.
- C. The union may undertake to amend the grievance ~~during any step of the procedure~~ up until the filing for arbitration under Section 10.7B of this Article. 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.~~ Additional related issues may be added by mutual agreement. The provision shall not interfere with consolidation of multiple individual or group grievances by mutual agreement of the union and the Judiciary.
- D. Meetings and/or hearings shall be scheduled by the Judiciary after consultation with the union as to availability of mutually convenient dates

and times within the time limits set forth herein. Hearing Officers shall grant adjournments for unforeseen circumstances. Such requests shall not be unreasonably denied.

- E. Where the subject of a grievance suggests it is appropriate, and where the parties mutually agree, such grievance may be initiated at, or moved to any step of the procedure, prior to arbitration without a hearing at a lower step. Agreement shall not be unreasonably withheld. Grievances shall not be initiated directly at Step 2 without the written consent of the Chief of Labor and Employee Relations and/or if it is determined by either party that a factual record should be established at the local level. A grievance filed initially at Step 2 with Counsel's Office must include the written consent of the Chief of Labor and Employee Relations and shall be submitted within forty (40) business days from the date of occurrence giving rise to the grievance or within forty (40) business days of the time the occurrence is known to the Union, 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 written consent.
- G. The failure of the grievant to file or respond within the time frames, except for emergent reasonable cause, constitutes abandonment of the grievance; and the lack of response by the Judiciary within the prescribed time periods, unless time limits have been extended by mutual agreement, constitutes denial of the grievance.
- H. The union representative shall have the right to directly examine or cross-examine witnesses who appear at a hearing at any step of this procedure.
- I. At each step of the procedure, all grievance decisions shall include a written explanation of the reason for the decision.
- J. The Judiciary shall provide both the grievant and the union with a copy of the grievance decision at each step of the procedure. Documents pertaining to a grievance shall be filed in a separate Human Resources grievance file and not in the local Human Resources official personnel file of any of the participants unless they originated in the file.
- K. A steward shall be permitted reasonable time to investigate, present and process grievances during working hours without loss of pay or time.
- L. Whenever any representative of the union, or any employee, is scheduled by the parties during their his/her working hours to participate in grievance procedures, such employees shall sustain no loss in pay or benefits for

appearances at grievance hearings and/or travel time during working hours. If the hearing extends beyond the employee's normal working hours or is held other than during the employee's normal working hours, compensatory time equal to the additional time spent at the hearing shall be granted. There shall be no claim for overtime pay in the event the scheduled activity extends beyond the employee's normal tour of duty.

- M. Where the employee or the union requests employee witnesses, permission for a reasonable number of witnesses required during the grievance proceedings will be granted. A witness of such proceedings will be permitted to appear without loss of pay for the time of appearance and travel time as required if during their ~~his/her~~ normal scheduled working hours. If such appearance is permitted during other than the employee's normal working hours, or extends beyond the employee's normal working hours, compensatory time equal to the additional time required shall be granted but such time shall not be considered time worked for computation of overtime.
- N. ~~Upon written request, t~~ The filing party, either the union or employee, at least ten (10) business days prior to a scheduled hearing, and management, at least five (5) business days prior to a scheduled hearing, shall provide to the hearing officer and the other party the names of witnesses and the reason for their appearance. In addition, ~~upon written request,~~ parties will exchange documents to be relied upon in the hearing in accordance with the above time frames.
- O. The hearing officer shall make appropriate arrangements with the parties to avoid the duplication of witnesses and to make other arrangements that will expedite the hearing process consistent with the legitimate interests of the parties.
- P. Grievance decisions at Step 1 shall not constitute a precedent in any arbitration or other proceeding unless there is specific agreement to that effect made in writing by the union and by the Chief, Labor and Employee Relations Unit of the Administrative Office of the Courts.
- Q. In addition to the grievant, only the statewide representative and one local representative shall be allowed to attend a grievance proceeding without the charging of union leave time. Additional employees, who are neither the grievant, local representative nor necessary witnesses, will be charged union leave time to attend any grievance or arbitration proceeding.
- R. To pursue a grievance, the union and/or grievant must set forth: 1) the specific contractual provision(s) and/or other sources of authority, e.g. regulation, policy, etc., being violated; and 2) the factual basis for each contractual provision and/or other source of authority claimed to be violated.

The grievance shall also set forth the specific relief being sought. Failure to provide such information may result in return of the grievance without processing. The Union shall have 10 business days to re-file the grievance.

- S. Where a grievance directly concerns more than one (1) grievant, such a “group” grievance may properly be initiated at the first level of supervision common to the several grievants. The presentation of such a “group” grievance will be by the appropriate representative designated by the Union. Where the group contains more than ten (10) grievants and the Union wishes to present more than one grievant’s testimony, management and the union representative shall work to coordinate a reasonable number of grievants’ attendance at the hearing for the presentation of the grievance. A “group” grievance may only be initiated by the Union. Where individual grievances concerning the same matter are filed by several grievants, it shall be the option of the parties to consolidate such grievances for hearing as a group grievance provided the time limitations expressed elsewhere herein are understood to remain unaffected.
- T. Hearings may be conducted virtually where both parties agree, or when a public health emergency creates restrictions on in-person meetings.

10.4 Grievances Alleging Workplace Violence

- A. Should the Union or an employee file a grievance citing workplace violence, the Judiciary shall refer the matter for investigation by management. The Union agrees to hold a grievance meeting in abeyance for up to thirty (30) calendar days for the completion of a workplace violence investigation.
- B. If a workplace violence complaint is filed separately from a grievance, scheduling a grievance meeting shall similarly be held in abeyance for up to thirty (30) calendar days.
- C. A workplace violence investigation shall determine whether the incident falls under the workplace violence policy and may also suggest that the matter be referred to the appropriate forum for determination as to whether it constitutes another type of situation requiring remedy.
- D. The employee will receive a notification of determination of the workplace violence complaint within the thirty (30) calendar days noted above. Should the workplace violence investigation not issue a finding within the thirty (30) calendar days the parties shall schedule a Step 1 meeting within ten (10) business days following the due date of the investigative report unless the parties mutually agree to extend this time frame.
- E. Should it be required, a 2nd Step Hearing shall be scheduled by management in cooperation with the Union no later than ten (10) business

days following the receipt by the Union and employee of the findings of the Workplace Violence investigation unless the parties mutually agree to extend this time frame.

10.5 Preliminary Informal Procedure

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

10.6 Formal Procedure

- A. **Step 1.** The grievant, through the union steward or other union representative, shall submit the grievance in writing to the first level of management having the authority to effect a remedy (or identified designee); copy to the local Human Resources Manager.
1. The grievance shall be filed within forty (40) business days of the date the grievant knew or should have known of its occurrence.
 2. Under normal circumstances, the written statement of the grievance shall be submitted on forms provided by the Judiciary electronically or by hard copy. Any changes to the form will be provided to the Union forty (40) business days in advance.
 3. The union shall be notified by the Judiciary within three (3) business days of a grievance that is received by the employer.
 4. After exchange of discovery, a meeting may be scheduled between the union and the appropriate manager or designee within ten (10) business days of receipt of the grievance. A written disposition of the grievance shall be given to the grievant and the union within five (5) business days of the meeting. A copy of the disposition shall also be forwarded to the Labor and Employee Relations Unit of the Administrative Office of the Courts.
- B. **Step 2.** If the grievance is not resolved at Step 1 of this procedure, then the union may, within ten (10) business days of receipt of the disposition of Step 1, submit the grievance to the Counsel's Office and request a Step 2 hearing. If requested by the Union, a hearing shall be held by the Counsel's Office within twenty (20) business days of receipt of the appeal. A staff member of the Counsel's Office shall be assigned to hear the grievance and shall render a written disposition of the grievance within twenty-five (25)

business days unless the time frame is extended by the parties' mutual written agreement. A copy of the disposition shall be forwarded to the grievant and the union. Parties shall have a virtual pre-hearing conference with the hearing officer to go over any discovery or other issues no less than three (3) business days prior to the hearing. This conference shall be waived if both parties agree that it is unnecessary.

10.7 Arbitration

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

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

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

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

ARTICLE 11

POSITION CLASSIFICATION

11.1 Classification Review

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

11.2 Reclassification

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

3. Provide a signed statement by the employee's current supervisor attesting that the supervisor agrees or disagrees that the identified duties are being performed by the employee.
- B. Upon receipt of a reclassification request from an employee, the AOC will send a letter stating that it has received the reclassification request and that, ~~if appropriate based upon the additional identified duties,~~ the employee will be scheduled within thirty (30) days to complete the Job Information Questionnaire (JIQ) on the first mutually agreeable date. The employee's supervisor will also be scheduled within thirty (30) calendar days to complete the JIQ on the first mutually agreeable date. Both the employee and supervisor will be advised that the purpose of the JIQ is to determine whether a substantial amount of work regularly performed by the employee falls outside of their title and that only questions that directly relate to the primary or core tasks of a position should be identified as tasks performed. A primary task is the major function for which the position was created and/or the most important aspect of a position. Prior to taking the JIQ, both the employee and the supervisor will be provided with written instructions.
 - C. An employee who fails to appear for the administration of the JIQ, or who fails to give notice of the need to reschedule the administration date, will be considered to have abandoned the request for a reclassification review.
 - D. After an employee and the employee's immediate supervisor complete the JIQ, the AOC's Classification Section will analyze the responses to the JIQ within a reasonable time period, depending on workload, but not to exceed 60 days. Thereafter, the senior manager, the supervisor and the employee will be notified in writing of the result. This letter will also inform the employee that if she/he is not satisfied with the outcome of the classification request, she/he may file a written appeal within twenty (20) calendar days.

The JIQ response shall be provided to the employee and Union and shall include:

1. An explanation of the process used in the JIQ analysis; and
 2. A Summary of the JIQ Results, including:
 - i. The percentage of agreement between the supervisor and Employee on the duties performed by the employee
 - ii. The percentage of time spent performing tasks within the title, above the title, and below the title currently held
- E. Upon a classification determination that higher level duties are being performed the higher-level duties shall be immediately removed or the employee may continue to perform the higher-level duties on a provisional

basis, if removing the duties would create an operational hardship in the department, pending approval of the higher-level title and the resulting internal recruitment if approved, in which case the Employee shall be paid at the rate of pay for the higher title. Management must request and obtain approval for such an exception through the Administrative Director via the Classification Unit. The employee will receive the higher level pay retroactive to the start of the pay period immediately after ~~14 days from~~ the date ~~the local Human Resources Office~~ the Classification Unit received the reclassification request until the date the higher-level duties are relinquished. If management chooses to upgrade the position and the higher-level title for the position is approved, the position will be posted within the affected appointing authority and open to competition for selection internally to the appointing authority. All time spent performing at the higher-title, starting with the date the reclassification request was received in the ~~local Human Resources Office~~ Classification Unit will be considered as relevant work experience for eligibility purposes, should the employee apply for a permanent title.

- F. The Union shall be provided a monthly report of all reclassification request actions including name of employee, appointing authority and division, current title, requested title, and JIQ result.

11.3 Appeals

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

~~A. For Career Service employees:~~

- ~~1. Appeals concerning the band assignment must be submitted in writing to the New Jersey Civil Service Commission agency representative, with a copy to the local Human Resources office and the AOC's Classification Unit.~~
- ~~2. Appeals concerning the level within the assigned band must be submitted in writing to the Classification Review Board within the Judiciary.~~
- ~~3. Appeals concerning the level assignment within a band after GSC 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:~~

For classified and unclassified employees, ~~A~~ appeals concerning the band or level assignment within a band must be submitted in writing to the Classification Unit ~~Review Board~~ within the Judiciary Central Office Human Resources Division for submission to the Civil Service Commission (CSC) within twenty (20) calendar days of receiving the JIQ response.

- A. Within twenty (20) calendar days of receipt of an appeal from the employee, the Classification Unit of the Judiciary will submit to the Division of Agency Services within CSC the following items upon an employee seeking to appeal the determination:
1. A cover letter outlining the items included in the submission;
 2. The JIQ Results and reports summarizing the JIQ results;
 3. The request for reclassification from the employee that includes comments from the immediate supervisor of the employee on the request and the comments from the Assistant Director and Director/Clerk of Court in the Central Office and the Division Manager and TCA in the vicinage.
 4. The organizational chart of the employee's division, with names and titles of listed employees;
 5. The Appeal and any documents submitted in support of the appeal from the employee.
- B. The Employee will receive a letter from Classification, with a copy to the union, confirming that the appeal has been received and sent to the CSC
- C. The CSC will assign it to an analyst to review. The analyst's determination is reviewed by a supervisor at the CSC. Following that review, a decision will be issued to the employee and the Judiciary Classification Unit. The review process takes approximately six months.
- D. Upon a CSC determination that higher-level duties are being performed, the higher level duties shall be immediately removed or the employee may continue to perform the higher-level duties on a provisional basis if removing the duties would create an operational hardship in the department, pending approval of the higher-level title and the resulting internal recruitment if approved, in which case the Employee shall be paid at the rate of the higher title ~~for all time performing those duties~~. Management must request and obtain approval for such an exception through the Administrative Director via the Classification Unit. If approved, the employee will receive the higher-level pay retroactive to the start of the pay period immediately after ~~14 days from~~ the date the Classification Unit ~~local Human Resources Office~~ received

the reclassification request until the date the higher-level duties are relinquished, If management chooses to upgrade, the position will be posted within the affected appointing authority and open to competition for selection internally to the appointing authority. ~~If the position is posted in this matter, the employee will remain in the title provisionally, and continue receiving the higher title pay.~~ All time spent performing at the higher-title, starting with the start of the pay period after the date the reclassification request was received in the Classification Unit will be considered as relevant work experience for eligibility purposes, should the employee apply for a permanent title.

- E. The employee will have 20 calendar days to appeal the decision to the Civil Service Commission Board if the employee chooses to do so. The Board meets approximately two (2) times per month and the appeal will be scheduled by the CSC.
- F. All parties will be notified of the decision by the Civil Service Commission Board. The employee may appeal this decision to the Appellate Division in accordance with the court rules for appealing a Final Agency Decision.

11.4 — Classification Review Board

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

11.5 11.4 — Assignment, Notification and Explanation

~~In the event the Classification Review Board CSC 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 may be relinquished immediately upon finalization of the title determination or they may continue on a provisional basis pending promotional procedure in which case the Employee shall~~

~~be paid at the rate of the higher title for all time performing those duties. The appellant will receive the higher level pay retroactive to the pay period immediately after 14 days from the date the local Human Resources Office received the reclassification request until the date the higher level duties are relinquished, or earlier if undisputed that the employee has been performing such higher level duties prior to the appeal being filed. If management chooses to upgrade, the position will be posted within the affected appointing authority and open to competition for selection.~~

11.6 **11.4** **Job Specifications**

The Judiciary shall post on the Infonet all current job descriptions. Prior to posting, copies shall be given to the Union. Any changes to job descriptions thereafter shall be given to the Union at least thirty (30) calendar days in advance of posting the amended versions. The Judiciary shall provide notice of amended job descriptions to all employees when they are posted. Upon request by the Union, the Judiciary will provide a written explanation of the basis for any changes made.

ARTICLE 15

USE OF AUTOMOBILES, TRAVEL AND PARKING

15.1 Judiciary Travel Regulations

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

Employees required to travel for business must use a Judiciary vehicle if such is available or assigned to the employee. If an employee must use his/her personal vehicle for business purposes, the employee shall receive mileage reimbursement at the rate of \$0.47 per mile or 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 whichever is greater.

15.2 Notice of Any Changes

In accordance with Article 2.3 of this Agreement, the Judiciary shall notify the Union of any changes in the Judiciary Travel Regulations and will respond to a request for a meeting by the Union to discuss the changes. Any such meeting that may occur is for the purpose of exchanging information and discussing concerns that may exist but shall not impact on the right of the Judiciary to implement such changes and shall not create an obligation to negotiate over such changes. The provisions of this section are subject to the contractual grievance procedure in Article 10. To the extent the Union becomes aware of any changes in State Travel Regulations, it will notify the Judiciary of same.

15.3 Parking

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

15.4 Overnight Travel

If the Judiciary authorizes two employees to travel and stay overnight in a double

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

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

ARTICLE 18

SICK LEAVE

18.1 Sick Leaves and Other Related Leaves

All sick leave shall be provided pursuant to the provisions of N.J.A.C. 4A:6 and all applicable laws, regulations and policies of the Judiciary of the State of New Jersey.

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

18.2 Reporting of Sick Leave

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

18.3 Family and Medical Leave Acts

- A. Leave taken pursuant to the New Jersey Family Leave Act, N.J.S.A.34:11B-1 et seq. and the Federal Family and Medical Leave Act (FMLA) 29 U.S.C. 2601 et seq., shall not subject an employee to disciplinary action. (See N.J.A.C.4A:6-1.21(A) and (B) for these leave procedures.)
- B. Medical information necessary for the proper claiming of medical leave under 18.3(A), above, shall be kept confidential in accordance with applicable law.
- C. In order to maintain the strictest confidentiality, employees who think they may be entitled to Family and/or Medical Leave or any other leave may contact the local Human Resources Division Manager or designee, to make inquiries and/or apply for such leave.

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

18.5 Beginning July 1, 2024, an annual one (1) day bank of time will be established for bereavement leave. Each year thereafter, the one (1) bereavement day per year will be available on January 1. The bereavement day will be used before an employee's use of sick leave. The bereavement day shall be utilized and shall be recorded and tracked in full day increments. The bereavement leave day does not accumulate and unused time will not be carried over or paid out upon separation. Bereavement may be used for immediate family members as defined by N.J.A.C. 4A:1-1.3. The Judiciary may request proof of death.

The parties understand that a 1-day annual bereavement leave entitlement will be adopted by Civil Service Commission through regulation to be published in the New Jersey Administrative Code. Once adopted, bereavement leave shall be granted in accordance with the provisions of the applicable Administrative Code regulation.

ARTICLE 23

EDUCATION AND TRAINING

23.1 In-Service Training

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

23.2 Tuition Aid

- A. The Judiciary shall fund a Tuition Aid/Educational Enhancement Fund of not less than ~~\$10,000~~ \$25,000 per fiscal year during the term of the contract. The approval process to participate in this program will be at management's discretion and will not be unreasonably denied and decisions on each application shall be issued within 30 business days of receipt. All eligibility criteria will be clearly stated and made readily available to all bargaining unit members. If the employee has any questions about why their application was denied, they may reach out to the Labor and Employee Relations Unit and will receive a response in a reasonable timeframe.
- B. For the term of the contract, the amount of reimbursement per person may be up to but not to exceed ~~\$600.00 per course and will be capped at \$1,200.00~~ \$1,500.00 per fiscal year. ~~Funds not reimbursed by May 5 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.~~
- C. The Tuition Aid/Educational Enhancement Program is established on the principle of first-come, first-served, based upon the date and time the application is received. Approvals are provisional until the applicant presents evidence that the course requested was satisfactorily completed and that the applicant meets all other requirements set forth in the Judiciary's Tuition Aid Program Description and Instructions.

Once the full amount of the fund for the bargaining unit is allocated, further applicants to that fund will be placed on a waiting list. Employees on the waiting list will be notified of their status. Employees status will include their position on the waiting list at the time that they are placed on the waiting list only and will not include updates as to changes in position on the waiting list. Employees on the waiting list will receive reimbursement, in part or in

full, if and when funds become available due to an earlier applicant's inability to use the funds they had requested or forfeiture thereof due to failure to satisfactorily complete the provisionally approved course. Once funds for the fiscal year have been exhausted, employees remaining on the waiting list will not receive reimbursement. Unencumbered funds not allocated by June 15 of each fiscal year will lapse.

D. Financial Loan Aid Reimbursement.

1. The Judiciary will establish a set fund in the amount of \$50,000 per calendar year for reimbursement of student loans incurred for post-secondary education for the term of this contract only.
2. All eligible employees must apply by May 1 of each calendar year with all required documentation. Decisions will be made as to who has met eligibility requirements by May 31 of each calendar year and employees will receive notification whether they have or have not been deemed eligible.
3. Eligible employees will receive up to \$1,500 per year per person or their student loan balance, whichever is less. In the event that the number of eligible applications exceed the \$50,000 annual funds allotment, the total annual fund will be divided equally among the applicants on a pro rata basis; provided, however, that if such division would result in applicants receiving less than \$500, then the distribution level shall be fixed at \$500, and the recipients shall be chosen by way of lottery jointly operated by the parties. A recipient selected by way of lottery in one calendar year shall not be eligible to participate in a lottery conducted (if any) in the next subsequent calendar year. If there are fewer applicants resulting in unused funds, the unused funds lapse.
4. Eligibility requirements are as follows:
 - the employee must have been employed by the Judiciary for at least 10 years;
 - the employee must be personally liable for outstanding loans for education expenses incurred at accredited institutions of post-secondary education for their own degrees;
 - the employee must be current on all student loan payments, including providing documentation of their monthly payments and loan balance;
 - the employee must have no sustained or pending formal discipline in the past 12 months, including written reprimand and placement on a Performance Improvement Plan;

- the employee must remain employed by the Judiciary for at least one year following receipt of the payment or reimburse the Judiciary; and
- the employee shall not be eligible to receive funds under the program if the loan amounts that are the subject of the application are covered under federal public service loan forgiveness programs or any other loan forgiveness program and are eligible for forgiveness under such program(s).

5. To be eligible in subsequent years, the employee must show that the reimbursements received from the Judiciary under this Section went to pay down the student loan balance.

6. This pilot program will sunset on June 30, 2028.

23.3 Professional Development

The following provisions apply for the term of the contract:

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

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

23.5 Grievability

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

SIDE LETTER #2

Side Letter
Between
COMMUNICATIONS WORKERS OF AMERICA ("CWA")
and
THE NEW JERSEY JUDICIARY ("Judiciary")
Regarding ITA 1s, 2s, and 3s in the Information Security Unit

WHEREAS the New Jersey Judiciary ("Judiciary") and Communications Workers of America ("CWA") have a Collective Negotiations Agreement ("CNA") effective July 2020 through June 30, 2024 and successor Agreements;

AND WHEREAS that CNA governs terms and conditions of employment for employees in the ITA1, ITA2, and ITA3 titles;

AND WHEREAS the Judiciary desires to have employees in the ITA1 and ITA2 titles that work in the Information Security Unit obtain the CompTIA Security Plus Certification (entry level security certification) in order to have the minimum skills needed to work in the Information Security Unit;

AND WHEREAS the Judiciary desires to have employees in the ITA3 title that work in the Information Security Unit obtain the Cybersecurity Analyst+ certification, in order to have the minimum skills needed to work in the Information Security Unit;

NOW THEREFORE it is hereby agreed follows:

1. Classes to obtain and maintain the CompTIA Security Plus Certification and the Cybersecurity Analyst+ Certification will be offered to Information Security Unit employees. Employees shall be approved to take classes during regular working hours. Should classes not be available or are not approved to be taken during regular working hours, employees will receive compensatory time for taking classes outside regular working hours. The Judiciary will also cover the costs of all classes needed to maintain/renew the certifications, including but not limited to continuing education credits.
2. ITA1 and ITA2's hired after 8/23/2022 ~~full execution of this Side Letter~~ in the Information Security Unit who do not already have the CompTIA Security Plus Certification, will have one (1) year to obtain the CompTIA Security Plus Certification in order to maintain employment in the Information Security Unit. Employees who take the CompTIA Security Plus certification test and fail will have a six-month grace period beyond the one-year mark to re-take the test. Failure to obtain the Certification will result in removal from employment. Employees hired after the effective date of this

agreement will have to pay for the test for the certification themselves, along with any re-tests upon failure to pass and any test for renewals of the certification. Employees who do not pass the certification test will be removed in accordance with the discipline procedures in Article 9.

3. ITA3s hired after 8/23/2022 ~~full execution of this Side Letter~~ in the Information Security Unit who do not already have this Certification will have one (1) year to obtain the Cybersecurity Analyst+ Certification. Employees who take the Cybersecurity Analyst+ certification test and fail will have a six-month grace period beyond the one-year mark to re-take the test. Failure to obtain the Certification will result in removal from employment. Employees hired after the effective date of this agreement will have to pay for the test for the certification themselves, along with any re-tests upon failure to pass. Employees who do not pass the certification test will be removed in accordance with the discipline procedures in Article 9.
4. Effective upon 8/23/2022 ~~full execution of this Side Letter~~, existing Information Security Unit employees in the ITA1 and ITA2 titles who do not already have this Certification will have two (2) years to complete the training classes for the CompTIA Security Plus Certification. Employees will have the option to take the Certification test, but taking the test will not be required. The Judiciary will pay the fee for the test one time only for existing employees. Any re-tests upon failure will be at the employee's own expense.
5. Effective upon 8/23/2022 ~~full execution of this Side Letter~~, existing Information Security Unit employees in the ITA3 title, who do not already have this certification will have two (2) years to take the classes for the Cybersecurity Analyst+ Certification. Employees will have the option to take the Certification test, but taking the test will not be required. The Judiciary will pay the fee for the test one time only for existing employees. Any re-tests upon failure will be at the employee's own expense.
6. ~~Existing e~~Employees in the Information Security Unit in the ITA1 or ITA2 title who seek to apply for a promotion to a vacant, advertised ITA3 position in the Information Security Unit, and who do not have the Cybersecurity Analyst+ Certification, should they be selected, the promotion is conditional upon their obtaining the Cybersecurity Analyst+ Certification within one (1) year of promotion. Failure to pass the Certification exam will result in the employee being returned to their previously held title in the Information Security Unit. The Judiciary will reimburse the fee for the test one-time only upon receipt of proof that the employee passed the test.