

**MEMORANDUM OF AGREEMENT  
BETWEEN  
NEW JERSEY STATE JUDICIARY  
AND  
THE NEW JERSEY AFL-CIO JUDICIARY  
COUNCIL OF AFFILIATED UNIONS  
SUPPORT STAFF UNIT (SS)**

**JULY 1, 2024 THROUGH JUNE 30, 2028**

WHEREAS, the New Jersey State Judiciary (“Judiciary”) and the New Jersey AFL-CIO Judiciary Council of Affiliated Unions, Support Staff Unit (“Union”) are parties to a collective negotiations agreement representing Judiciary employees in the JCAU – Support Staff Unit (SS) 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 JCAU – Support Staff Unit 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 Articles subsequent to the former Article 25 (which was deleted by agreement of all parties) shall be renumbered accordingly.
3. All other proposals made by either party that are not expressly contained in this MOA are withdrawn by the parties.
4. 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.

5. The parties agree to incorporate the modifications to contract articles that were agreed upon during negotiations and are attached hereto as Exhibit 1, collectively.
6. 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.
7. Following ratification of this Agreement, the Judiciary agrees to withdraw its April 19, 2024, letter to the New Jersey Civil Service Commission (“CSC”) which sought to have an interim reallocation of the Judiciary Clerk 2 and 3 titles and its bilingual variant to the non-competitive division of the career service. The parties will:
  - a. Agree to jointly petition the CSC to have the Judiciary Clerk 2 title and its bilingual variants permanently reallocated to the career service’s non-competitive division. Said petition shall occur upon ratification and will not need to wait until July 1, 2024; and
  - b. Agree to jointly petition the CSC for a small window of time wherein there will be an interim reallocation of the Judiciary Clerk 3 title and its bilingual variant to the non-competitive division of the career service for the Judiciary to move provisional Judiciary Clerk 3s into permanent Judiciary Clerk 3 titles.

C. Exhibit 1 consists of the following negotiated agreements:

- Article 1 Recognition
- Article 2 Labor-Management Relations
- 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 15 Work Assignments
- Article 16 Vacation
- Article 18 Sick Leave
- Article 20 Health and Safety
- Article 25 Clothing Allowances
- Article 26 Travel and Meals
- Article 28 Job Opportunities

- Article 30 Position Classification
- D. Exhibit 2 consists of the following negotiated agreements:
- Union Negotiated/Non-Aligned Member Contribution Charts
- E. Exhibit 3
- Compensation Schedules

Signatures on following page





# EXHIBIT 1

# ARTICLE 1 RECOGNITION

## 1.1 Exclusive Representative

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

## 1.2 Unit Composition

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

## 1.3 Review of Excluded Employees

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

## 1.4 Preservation of Unit Work

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

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**

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

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

### **2.2 Non-Discrimination**

The parties agree there shall not be any discrimination as to race, creed, religion, color, national origin, nationality, ancestry, marital status, domestic partnership status, age, sex, familial status, atypical heredity cellular or blood trait, genetic information, liability for military service, and mental or physical or perceived disability, including perceived disability and AIDS and HIV status, sexual or affectional orientation, **gender identity**, political affiliation, Union membership or legally protected union activities. Matters involving discrimination shall be processed in accordance with the Judiciary's EEO dispute resolution procedures.

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

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

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

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

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

- A. The Judiciary and the Union shall continue their joint participation in the existing labor-management committees. Each of the parties shall appoint their own representatives from time to time to serve on the committees, maintaining a balance between labor and management members. It is understood that the position of chairperson or facilitator within the committees shall be rotated periodically between labor and management, and any minutes which may be taken on behalf of the committees shall be provided to the committee members along with such other representatives as the parties may designate. All labor-management committee meetings shall be scheduled by mutual agreement between labor and management as far in advance as possible. Individual employees shall furnish their respective supervisors with as much advance notice as possible of the meetings. Employees' supervisors shall make reasonable efforts to schedule work so that reasonable time off is provided to attend to committee business, consistent with the operational needs of the Judiciary. The Judiciary and the Union must reach agreement before any new labor-management committee is established by either party.
- B. The Union will provide the AOC Labor and Employee Relations Unit with a current electronic listing of shop stewards on a quarterly basis, and with updates as they occur.

### **2.4 Rules**

- A. New rules or modifications of existing rules governing mandatorily negotiable terms and conditions of employment shall be negotiated with the majority representative(s) before implementation and within the parameters established by the Letter of Agreement between the Judiciary and the labor representatives of its employees dated December 28, 1994 and the Judicial Employees Unification Act.
- B. Five (5) business days prior to the implementation of any new policy, or modification of an existing policy of statewide application directly relating to human resources or labor relations subjects affecting bargaining unit employees, other than those referenced in paragraph 2.4.A., the Judiciary shall notify the JCAU Executive Board of such planned policy or modification for the purpose of review and comment. The five day period may be reduced in emergent situations where operational needs so require. Any dispute(s) over whether any new policy is subject to this provision shall

be determined solely by management. This provision shall not prevent or inhibit management from issuing any policy or policy modification upon the conclusion of the review and comment period.

## ARTICLE 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 leave form**, a voluntary written authorization, **which may be in digital form**, to the appropriate personnel office, which shall forward it to the Centralized Payroll Section, Department of the Treasury **within 10 business days of receipt**. Deductions will be reflected in the following pay, provided the voluntary written authorization is received by Centralized Payroll at least seven (7) days prior to the end of the pay period, otherwise to be reflected in the next pay period. If violations of these time frames are brought to the attention of the Judiciary, the Judiciary will review the matter with appropriate officials and resolve the problem at the earliest date possible, and report back to JCAU in writing if the request is made in writing as to the status of the matter in question.
- B. The amount of dues to be deducted for any employee in this negotiating unit shall be limited to JCAU and shall be certified to the Judiciary by the Union as more fully described in Section 4.1(D), below. Such dues shall be deducted from the employee's paycheck as per each regular payroll payment. In the event any employee wishes to withdraw his/her authorization for dues deduction, it must be done by written notice to the Judiciary. Upon receipt of such notice, the Office of Labor and Employee Relations will forward a copy to the Union office within five (5) days. Deductions shall be terminated as of **the July 1 following the date on which the notice of withdrawal is filed by the employee with Human Resources and copy given to the Union**. **Dues deductions shall be terminated only pursuant to law or upon the employee's departure from the represented unit.**
- C. Dues shall be deducted from the employee's paycheck for each regular payroll payment, and shall be transmitted by Centralized Payroll to the Secretary/Treasurer of JCAU with a listing of the employees and payroll number, with a separate payroll number for each county, separated by county, and deduction amount, as to whom each deduction is made.
- D. The Union shall certify to the AOC Human Resources Office the amount of Union dues to be deducted, and any change in the dues structure at least thirty (30) days in advance of the requested date of change. The change shall be reflected in payroll deductions no later than three (3) pay periods after receipt of the request.

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

#### **4.2 Membership Information**

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

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

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

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

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

#### **4.5 Legal Requirements**

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

## **ARTICLE 5 HOURS OF WORK**

### **5.1 Work Schedules**

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

### **5.2 Pretrial Services Program**

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

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

### **5.3 Remote Work and Alternative Work Arrangements**

- A. The Judiciary may approve employee initiated requests for alternative work schedule arrangements such as alternate work week, compressed work week or **remote work** as permitted by Judiciary policy.
- B. There will be a joint Judiciary Work-Life Committee to identify and evaluate alternative work arrangements and assist in implementation of such arrangements that are feasible and enhance service to the public. The Judiciary Work-Life Committee shall consist of equal numbers of labor and management representatives. Upon request from the Union, the Committee will meet **quarterly, unless mutually agreed otherwise,** 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 Data Center Shift Work**

- A. Management may implement a three-day workweek within its seven-day per week, twenty-four hour per day requirements for bargaining unit staff performing shift work in the Judiciary Data Center Computer Operations Unit (hereupon referred to as "Unit"). Unit staff will be organized into four work teams with each team assigned to work a schedule consisting of three consecutive days with the following four days off. Each scheduled workday will consist of 11 hours, 40 minutes plus an unpaid thirty-minute lunch (total of 12 hours, 10 minutes). The total workweek will remain at 35 hours. This schedule will provide for a ten minute overlap of the following shift for work turnover.
- B. In addition to the lunch period, unit staff will be allowed a paid break in accordance with the following schedule:
  - 10 minutes after 2 hours of completed work time
  - 10 minutes after 4 hours of completed work time
  - 10 minutes after 6 hours of completed work time
  - 15 minutes after 8 hours of completed work time
  - 15 minutes after 10 hours of completed work time

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

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

leave, vacation leave or administrative leave balances, the employee will be in no pay status for that portion of the shift.

6. Other unit employees will be credited with 7 hours of compensatory holiday leave time.
  7. Employees must be in pay status on their last scheduled workday prior to the holiday to be eligible for the compensatory holiday leave time.
  8. Management will maintain a record of available compensatory holiday leave time to be used by employees following the normal scheduling procedures in the Data Center.
  9. Employees must schedule the use of accumulated compensatory holiday leave time such that the accumulated balance does not exceed 30 hours.
  10. No holiday leave balance may be carried over from one calendar year to the next calendar year. Any compensatory holiday leave balance in effect at the end of a calendar year shall be paid in cash.
- E. Compensatory holiday leave, compensatory time-off, sick leave, administrative leave and vacation leave may be used on a ½ hour basis. Unit staff using a full day will be charged the full scheduled hours of that day. Any time provisions set forth in the contract which refer to days shall be converted to equivalent hours for the purpose of this agreement (e.g. leave, discipline).
- F. Unit staff will change or rotate shifts on a regular four-month basis in order to ensure that annual holidays are distributed in an equitable manner. The four-month rotation will be from the front-end of the workweek to the back-end of the workweek, and vice-versa. The rotation will generally correspond with the commencement of a pay period. Shift assignments may be adjusted by management based on the operational needs of the Judiciary Data Center. Management will make every effort to accommodate staff in regard to their preferred shift assignments.
- G. All shifts will be scheduled so that an employee's work schedule will be on three contiguous days. An employee's regular work schedule will not include a contiguous Saturday and Sunday. It is, however, understood that emergent situations and overtime requirements may result in a temporary modification to these scheduling provisions. Every effort will be made by management to initially schedule the four work teams in such a manner to distribute the holidays in as equitable a manner as practicable.

- H. Implementation of this policy shall not trigger the overtime provisions enumerated in Article 6 of the Agreement between the State of New Jersey Judiciary and the Judiciary Council of Affiliated Unions. However, employees will receive overtime compensation consistent with applicable law should the hours worked in a given workweek exceed 35 hours. Said compensation shall be in either cash or compensatory time at the discretion of management.
  
- I. In case of inclement weather or other emergencies, the Judiciary may provide Data Center employees with lodgings in which the employees will be required to reside until their next shifts begin. During this period, the Data Center employees shall be completely relieved of duty and will not be required to commence work until the beginning of their next shift, absent an emergency call-in. Despite being completely relieved of duty, any Data Center employee who is required to reside in such lodgings until **their** next shift will receive 4 hours of compensatory time as compensation.

## ARTICLE 7 SALARIES AND WAGES

### 7.1 The Judiciary's Compensation Plan

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

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

### 7.2 Across-the-Board Salary Increases

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

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

- A. Across the Board Salary Increases
  - 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 current base salary. This increase shall be applied to the salary range (minimum, maximum 1 and maximum 2) except as set forth in Article 7.2.B.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, maximum 2 and maximum 3).
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, maximum 2 and maximum 3).

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, except as described in Section 7.2(B)(2), below.
  - a. An employee shall be advanced to the Maximum 2 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 1 salary in 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.
2. Effective the first full pay period of July 2024, the minimum base salary for the following titles will be adjusted to \$40,000:
  - Court Service Representative title
  - Judiciary Clerk 1 title
  - Judiciary Clerk Driver title
  - Judiciary Account Clerk 1 title
  - Judiciary Clerk 2 title
  - Printing Operations Technician 1 title

Employees who are in these titles as of the first full pay period of July 2024, shall receive either the full three and one-half (3.5%) percent across-the-board increase to their base salary as outlined in paragraph 7.2(A)(1) or an increase to the minimum base salary of \$40,000, whichever resulting base salary is greater. The maximum 1 and maximum 2 ranges of these titles shall increase only by the across-the-board increase as outlined in paragraph 7.2(A)(1) for the first full pay period of July 2024. Thereafter, the across-the-board increases shall be applied to the salary range (minimum, maximum 1 and maximum 2) as outlined in paragraph 7.2(A)(2), 7.2(A)(3) and 7.2(A)(4).

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

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

- A. Effective pay period 2 of each calendar year, employees who have at least one year of service completed as of December 31 of the previous year, shall have **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 **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 a Leave of Absence**

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

progression payment described in 7.3 above.

- C. 1. An employee who goes on an unpaid leave of absence, is on a furlough leave for more than 30 days, or is absent without pay for ten or more intermittent days during pay period 1 through pay period 26, will receive a pro-rata portion of these payments (1/12 for every completed month of employment) as follows:
- 2. For every ten days that an employee is not in pay status during the period, **their** salary progression shall be reduced by one-half of the pro-rated monthly amount (one-half of the 1/12 monthly amount.)

## 7.5 Promotions and Advancements

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

### **D. Non-Competitive Status**

- 1. No new employee shall be hired into the Judiciary Clerk 1 title after July 1, 2024. Any incumbents in the Judiciary Clerk 1 title shall remain grandfathered in the Judiciary Clerk 1 title thereafter.
- 2. Effective July 1, 2024, the Judiciary Clerk 2 title and its bilingual variants shall be considered as the entry level title in the clerical job band. The parties agree to jointly petition the Civil Service Commission to have the Judiciary Clerk 2 title and its

bilingual variants permanently reallocated to the career service's non-competitive division. For other JCAU titles, the parties will negotiate moving them to the non-competitive division before filing a petition with the CSC, but if agreement cannot be reached, the parties reserve their respective rights before CSC in regard to any such application.

3. The Judiciary will post all job opportunities for JC3 advancement Judiciary-Statewide internally prior to posting for external candidates. The Judiciary shall consider eligible internal candidates in accordance with promotional procedures, prior to recruitment or appointment of external candidates.
4. The Judiciary shall provide training and other resources to an employee, upon their request, including feedback after recruitment opportunities.

## 7.6 Demotions

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

## 7.7 Out of Title Work

- A. Any employee who is assigned by a manager or supervisor on a temporary basis to substantially perform the duties of a higher titled position which are not included in the employee's current title because there is a vacancy or for which the current incumbent is on leave, suspended or temporarily assigned elsewhere will be entitled to a differential of \$3.00 per hour for the duration of such assignment. Disputes as to whether the duties being performed are within the employee's current title shall be submitted to the Classification Unit with notice of such dispute submitted to the TCA or Senior Manager who may intervene and resolve the dispute. The employee

must present a claim for out of title pay within one pay period after the pay period in which the alleged out of title duties were first assigned. If the dispute is not resolved by the TCA or Senior Manager, it will be resolved by the Classification Unit.

1. “Substantially perform the duties of a higher title position” shall mean the performance of duties regularly performed exclusively by the higher title position for at least one hour during a given workday.
  2. It is understood that the provision shall apply not only to work within the employee’s bargaining unit, but also to work belonging to other JCAU units or outside the Union’s bargaining units. Unless the employee is reclassified into another unit, however, he or she shall remain in the same bargaining unit.
  3. This section shall not be construed as replacing normal advancement or promotional procedures. It is understood that this provision will replace all past vicinage and central office practices as they relate to an employee performing out of title work.
  4. It is understood that any employee other than a JC3 or JC4 who performs work in a courtroom while court is in session without a JC3 or JC4 present and where such work is other than performance of general clerical duties such as recorder operation, stenography or duties such as those primarily assigned to Court Services Representatives will be deemed to be performing out of title work.
  5. Any employee who is assigned to train an employee serving in a higher title shall be deemed to be performing out of title work. For purposes of this subsection, “training” will be understood as having the responsibility of instructing, or demonstrating to another employee in the proper performance of job tasks for the purpose of making the employee proficient in some designated aspect of the job.
- B. Employees paid for performing out-of-title work shall receive credit for such work in full 30 day increments (i.e. 210 hours) when applying for promotion and/or advancement opportunities.

## **7.8 On-Call Pay**

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

week. However, employees may request the option to receive cash or compensatory time off, in which case the appointing authority shall make every reasonable effort to accommodate the request.

## **7.9 Call Ins**

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

## **7.10 Lateral Transfers**

A “lateral transfer” shall be defined as the movement of an employee from **their** existing title to a new title having the same Maximum 1.

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

## **7.11 Bilingual Variant 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.

## **ARTICLE 8**

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

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

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

1. The State Health Benefits Program (SHBP) is applicable to employees covered by this contract. Benefits and coverage provided under the SHBP shall conform to the requirements of P.L. 2011, c. 78, section 47, N.J.S.A. 52:14-17.29. Bargaining unit employees may select from any plan that the SHBP and/or the State health Benefits Plan Design Committee make available to employees of the Judiciary.
2. It is agreed that, as part of the SHBP, the Prescription Drug Benefit Program shall be continued during the period of this Agreement. The Prescription Drug Benefit Program may be modified by the State Health Benefits Plan Design Committee, pursuant to its authority under P.L. 2011, c. 78.
3. The State Health Benefits Plan Design Committee shall provide to employees the option to select one of at least three levels of coverage each for family, individual, individual and spouse, and individual and dependent, or equivalent categories, for each plan offered by the program to employees of the Judiciary, differentiated by out of pocket costs to employees including co-payments and deductibles. Pursuant to P.L. 2011, c. 78, the State Health Benefits Plan Design Committee has the sole discretion to set the amounts for maximums, co-pays, deductibles, and other such participant costs for all plans in the program and has the sole discretion to determine the plan design, plan components and coverage levels under the program. The premium rate for each plan is then established by the State Health Benefits Commission.
4. Consistent with law, active employees and/or their spouses shall not be reimbursed for Medicare Part B premium payments.
5. State statute specifically prohibits two employees/retirees who are married to each other, civil union partners, or same sex eligible domestic partners from both enrolling under the SHBP's plans and covering each other. An individual may be covered as an employee or as a dependent but not as both.

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

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

1. Employees shall contribute, through withholding of the contribution from the pay, salary, or other compensation, toward the cost of the health care benefits coverage for the employee and any dependent provided under the State Health Benefits Program at the level established by the grid pursuant to section 39 of P.L. 2011, c. 78, except as agreed below.
2. Effective upon enrollment employees participating in the “Union Negotiated/Non-Aligned State Employees” or “CWA Unity Direct” PPO Plan shall contribute a percentage of salary, through the withholding of the contribution from pay, salary, or other compensation, toward the cost of health care benefits coverage, for the employee and any dependent provided under the SHBP “Union Negotiated/Non-Aligned State Employees” or “CWA Unity Direct” PPO plan. The rates of contribution are set forth in Appendix D and may be amended only by way of reopener negotiations pursuant to section 8.4 of this Agreement.
3. Employees who choose to participate in the Tiered Network Plan shall contribute a percentage of salary that is equal to 75% of the contribution rates for the “Union Negotiated/Non-Aligned State Employees” or “CWA Member State Employees’ PPO plans”. The rates of contribution are set forth in Appendix D and may be amended only by way of reopener negotiations pursuant to section 8.4 of this Agreement.
4. Employees who choose to participate in the HMO plan or HDHP shall contribute a percentage of the premium 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 D 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 the 1.5 percent of base salary that is provided for in subsection c. of section 6 of P.L. 1996, c. 8 as amended (C. 52:14-17.28b).
6. An employee who pays the contribution required under section 40(a) of P.L. 2011 c. 78 or other contribution that exceeds 1.5 percent of

base salary shall not also be required to pay the contribution of 1.5 percent of base salary under subsection c. of section 6 of P.L. 1996, c. 8 as amended (C. 52:14-17.28b).

7. The contribution shall apply to employees for whom the employer has assumed a health care benefits payment obligation, to require that such employees pay at a minimum the amount of contribution specified herein.
8. The parties agree that should an employee voluntarily waive all coverage under the SHBP and provide a certification to the State that **they have** other health insurance coverage, the State will waive the contribution for that employee.
9. Active employees will be able to use pre-tax dollars to pay contributions to health benefits under a Section 125 premium conversion option. All contributions will be by deductions from pay.

### **C. Dental Care Plan**

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

## D. Eye Care Program

1. It is agreed that the coverage under the Eye Care Program shall provide for a **\$80.00** payment for regular prescription lens or **\$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 **\$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, **2023** to June 30, **2025**, and one payment for examination and one payment for glasses during the period from July 1, **2025** to June 30, **2027**, and *one payment for examination and one payment for glasses during the period from July 1, **2027** to June 30, **2028***. Proper affidavit and submission of receipts are required of the employee in order to receive payment. This program ends on June 30, **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 credit service, as provided under the State plan, by July 1, 1997.
- C. Those employees who accrued 25 years of pension credit service between July 1, 1997 and June 30, 2000 are eligible to receive the following when they retire:
1. Employees in this group who elect upon retirement to enroll in any PPO plan other than a PPO 10 plan, any approved HMO Plan or High Deductible Health Plan (HDHP) shall not have to contribute to the cost of any premium for health insurance coverage.
  2. Employees in this group who elect to enroll in a PPO10 plan and earn \$40,000 or more in base salary in the year they retire shall pay the difference between the cost of that plan and the average of the cost to the State of the other PPO plans and the approved HMO Plans for health insurance coverage.
  3. Employees in this group who elect to enroll upon retirement in a PPO 10 plan and earn less than \$40,000 in base salary in the year they retire shall pay 1% of their annual base pay at retirement but not less than \$20.00 a month for health insurance coverage.
  4. Employees in this group shall receive Medicare Part B reimbursement after retirement up to a cap of \$46.10 per month per eligible employee and the employee's spouse.
- D. Those employees who accrued 25 years of pension service credit between July 1, 2000 and June 30, 2008 are eligible to receive the following when they retire:
1. Employees in this group who elect upon retirement to enroll in any PPO plan other than a PPO 10 plan, any of the approved HMO Plans or a HDHP in retirement shall not have to contribute to the cost of any premium for health insurance coverage.
  2. Employees in this group who elect to enroll in a PPO 10 plan shall pay 25% of the premium cost of that plan for health insurance coverage.

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

## **ARTICLE 9 DISCIPLINARY ACTIONS**

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

The parties agree to confer regarding resolution of problems in order to prevent disciplinary action. Counseling and oral and written warnings are appropriate pre-disciplinary actions. Employees may provide a written response to counselings and warnings.

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

- A. Discipline shall consist of major and minor discipline which shall include written reprimands, suspensions, disciplinary demotions, and removals from service.
- B. Major discipline shall include: (1) removal; (2) disciplinary demotion; (3) suspension for more than five working days per incident; **including immediate suspensions without pay**; (4) suspension for five working days or less if the aggregate number of working days for which the employee is suspended in the calendar year is fifteen or more; (5) any suspension if the employee has already received at least three minor suspensions during the calendar year.
- C. Minor discipline shall include written reprimand, and a suspension of five (5) working days or less.
- D. Counseling and warnings are not discipline and as such are not subject to the grievance or arbitration provisions of this contract and are not appealable under any provisions of this Article. Therefore, records of counselings and warnings will not be part of the official personnel record of the employee, but appropriate supervisors and managers may maintain records of such counselings and warnings and may use such counselings and warnings in disciplinary proceedings for the purpose of showing that the performance or conduct was discussed with the employee. **Employees may provide a written response to counselings and warnings which will be retained as an attachment to the written pre-disciplinary action.**

### **9.3 Just Cause**

- A. Discipline shall be imposed for just cause only. Discipline shall be progressive in nature and corrective in aim. The Judiciary shall bear the burden of proof. Discipline shall be brought within 90 business days of Court Executive's knowledge of a specific incident and accumulation of the evidence or other circumstances where appropriate except in the case of acts which would constitute a crime or continuing chronic offenses.
- B. Employees who are hired into the bargaining unit from outside of the Judiciary into unclassified positions shall have a probationary period of four months, with the option of a two-month extension. Accordingly, such employees shall not be entitled to just cause protection during that probationary period.
- C. An employee's first written reprimand will not be considered in deciding the level of discipline to impose for subsequent disciplinary actions involving infractions of the same charge if the employee completes eighteen (18) consecutive months following the first written reprimand without incurring further discipline. This provision does not apply to chronic and/or excessive absenteeism and lateness infractions, or for any disciplinary actions other than the first written reprimand.
- D. Discipline for lateness shall be administered after consideration of the following factors:
  - 1. Length of Service;
  - 2. Prior disciplinary record with respect to lateness, including but not limited to:
    - a. Frequency/date(s)
    - b. Duration of the lateness incidents(s)
    - c. Prior penalties imposed;
  - 3. Corrective actions previously taken to address the problem;
  - 4. Impact on operations/consequences of the lateness;
  - 5. Overall record of the employee.

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

- A. Any employee who is subject to questioning by the Judiciary or its agents and has reasonable cause to believe that discipline may result is entitled to have Union representation during such questioning. If the Judiciary reasonably anticipates that discipline may result, it shall ensure that employees who are being questioned are advised of this entitlement. When the Judiciary notifies the union representative of such meeting, management will assist the union to obtain coverage for the union representative or an alternative in a timely manner. The Local unions shall

designate the appropriate union representative and alternatives to be contacted in such situations.

- B. The Union may bring a reasonable number of representatives to a meeting/hearing. Where there is more than one Union representative or more than one management representative present during questioning, hearings or meetings, each side shall designate a single spokesperson.
- C. Union representation may include a Shop Steward (a bargaining unit representative) and/or a National and/or Local representative.

## **9.5 Information to be Provided**

- A. Written notices of disciplinary action shall be provided to the employee. Such notices shall state the nature of the charges, the alleged acts upon which the charges are based, and the nature of the discipline to be imposed.
- B. Copies of disciplinary notices shall be provided to the Shop Steward and the Local Union involved as soon as possible but not more than 24 hours after being given to the employee.
- C. In the event the Union is representing the disciplined employee, the Judiciary shall provide discovery to the Union as soon as may be reasonably practicable, but in no case less than five (5) working days prior to a hearing. Such discovery shall include copies of all documents and other information which is relied upon by the Judiciary to determine the charges and the penalty imposed on an employee, provided that any proprietary information not relevant to the proceeding which is contained in any document that pertains to a client of the Judiciary may be deleted from the documents. The Union shall disclose any documents or witnesses which it intends to introduce at the hearing as soon as may be reasonably practicable, but in no case less than two (2) working days prior to a hearing. Failure of either party to provide 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. The discovery provisions herein do not limit the Union's rights otherwise available under law. 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.

## **9.6 Minor Disciplinary Appeal Procedures**

- A. Within five (5) business days after receiving a Notice of Minor Disciplinary Action, the employee with their union representative may request a meeting with the Senior Manager or their designee to review the disciplinary

evidence and explore a settlement. Said meeting shall be held upon request by the Union.

- B. Within ten (10) business days after receiving a Notice of Minor Disciplinary Action, employees may request a hearing in writing which shall be held within thirty (30) calendar days of the Notice of Minor Discipline being served. If no hearing is requested within ten (10) business days, it is deemed waived and a Final Notice of Minor Disciplinary Action shall be issued and discipline shall be imposed.
- C. The employee may be represented at the hearing by a Union representative or representatives as described in 9.4 above.
- D. Any hearing involving discipline shall be conducted and determined by an impartial hearing officer designated in accordance with this Article, who is not personally involved with the facts of the dispute or otherwise involved in a manner which could negatively impact upon such officer's ability to be impartial.
- E. Hearings shall be conducted in the location where the discipline occurred. The scheduling of said hearing will be mutually agreed upon between Management, the Hearing Officer and the Union. Hearings may be conducted virtually where both parties agree, or in exceptional circumstances where in-person hearings cannot be conducted due to a public health emergency declared by the Governor, the Governor's designee, or other authorized federal, state, county or municipal official.
- F. 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, the parties and the hearing officer agree upon new hearing dates to be held within 60 calendar days of the original hearing date. A second postponement will only occur in exceptional circumstances as decided upon by the hearing officer. 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.
- G. Hearings of minor discipline shall be conducted by a local hearing officer. Local hearing officers shall be selected by the TCA or their designee, or in the case of a Central Office employee, by Counsel to the Administrative Director or their designee. A list of locally designated hearing officers shall be provided to the Union by the AOC and regularly updated.
- H. The departmental hearing is informal and shall address the following two questions: Did the employee commit the violation(s) as charged, and, if so, what is the appropriate penalty? The parties shall identify any relevant facts in dispute at the beginning of the hearing. If there are any relevant facts in

dispute, witnesses and evidence should be presented as necessary. Each party may examine the witnesses but the hearings should not be formal like a trial. The parties may exchange written statements, not to exceed (five) 5 pages in length, along with discovery, no later than (five) 5 days prior to the hearing.

- I. The Hearing Officer shall issue an advisory recommendation to the Appointing Authority within five (5) business days after the departmental hearing (unless further information is required). The recommendation may be accompanied by a brief written decision. If a disciplinary appeal is decided in favor of the employee, the hearing officer shall have authority to recommend an appropriate remedy, which may include but is not limited to reinstatement, back pay, and the granting of specific benefits.
- J. If a career service employee disagrees with the local Hearing Officer's decision and the Union does not choose to arbitrate the matter, the employee may appeal to the Civil Service Commission in accordance with the Commission's rules. If an appeal is taken to the Civil Service Commission, it cannot be taken to arbitration. There will be no AOC hearing for minor discipline brought by a vicinage.
- K. If an unclassified employee disagrees with the local hearing officer's decision, the Union or employee may exercise the right to appeal to advisory arbitration.

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

- A. Employees may, through the Union, appeal minor discipline that involves suspensions to advisory arbitration within 30 calendar days of receipt of the final determination, by filing a request for arbitration. Requests for arbitration will be filed using the attached form A. The form should be filed with the Counsel's Office. Only the union will have the right to arbitrate a minor disciplinary action.
- B. The arbitrator will be selected on a rotation basis from a panel of arbitrators mutually acceptable to labor and management. The parties will mutually appoint arbitrators to fill vacancies on the panel during the life of this Agreement.
- C. Arbitrations will be scheduled on a regular basis and may be held regionally. No more than three hours may be spent on any one case, with each party having a maximum of 1 ½ hours for presentation of their case. The objective is for the arbitrator to review as many cases in the day as practicable.
- D. Written statements of no more than 5 pages may be submitted no later than 5 business days prior to the arbitration.

- E. Appeals will be heard within 60 days of assignment of an arbitrator.
- F. The hearing will determine whether the discipline was imposed in accordance with the just cause provisions of Section 9.3 in the contract. The hearing will be limited to the charges **sustained and penalty imposed** at the local level. Prior to the hearing, the parties will confer in order to clarify or narrow the issues being appealed as may be appropriate.
- G. Parties shall have the right to introduce a reasonable number of witnesses and present documentary evidence. A necessary witness who is an employee of the Judiciary will be permitted to appear without loss of pay for the time of appearance and travel time as required.
- H. The arbitrator shall render a decision at the conclusion of the hearing accepting, rejecting, or modifying the hearing officer's decision with a concise statement of reason(s). See attached form "B".
- I. **The advisory decision of the arbitrator will be recommended to the Administrative Director or their designee. Prior to issuing a final decision not to accept an advisory decision, in whole or in part, the Administrative Director or their designee, will meet with the Union to discuss that decision.** If a disciplinary appeal is decided in favor of the employee, the arbitrator shall have authority to **recommend** an appropriate remedy, which may include but is not limited to reinstatement, back pay, and the granting of specific benefits.
- J. The **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.
- K. Minor discipline is not subject to the grievance or arbitration provisions in this contract, except as outlined in 9.7 above.
- L. **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 Major Disciplinary Appeal Procedure**

- A. Within ten (10) business days after receiving a Preliminary Notice of Disciplinary Action for classified employees or a Notice of Discipline for unclassified employees, a hearing may be requested in writing which shall be held in thirty (30) calendar days unless agreed otherwise. If no hearing

is requested within ten (10) business days, it is deemed waived and a Final Notice of Disciplinary Action shall be issued and discipline imposed.

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, the parties and the hearing officer agree upon new hearing dates to be held within 60 calendar days of the original hearing date. A second postponement will only occur in exceptional circumstances as decided upon by the hearing officer. Adjournments shall be requested from the Counsel's Office.

- B. The employee may have Union representation at the hearing as described in section 9.4 above. Unless otherwise agreed, the Judiciary shall issue a decision and furnish the employee and the Union with a Final Notice of Disciplinary Action within forty-five (45) calendar days after the hearing, or such additional time as may be agreed to by the parties.
- C. Career Service employees may appeal this decision to the Civil Service Commission in accordance with applicable regulations. Time periods for major discipline of career service employees shall be consistent with the Administrative Code.
- D. Departmental hearings referenced in section 9.8A shall be conducted by Hearing Officers assigned by the Appointing Authority through Counsel's Office. The Union shall be notified of the appointed designee. The hearing officer shall conduct a hearing in a manner which allows the parties to fairly present the case; and such officer shall not be a witness or party in the proceedings. Any hearing involving discipline shall be conducted and determined by an impartial hearing officer designated in accordance with this Article, who is not personally involved with the facts of the dispute or otherwise involved in a manner which could negatively impact upon such officer's ability to be impartial. Hearing officers shall make findings of fact and an advisory recommendation to the Appointing Authority. A copy of the hearing officer's decision will be provided to the parties. The Appointing Authority or designee shall issue a final Notice of Disciplinary Action. The Appointing Authority or designee can accept, reject or modify the hearing officer's decision. If the hearing officer's decision is modified or rejected, the Appointing Authority or designee shall explain why in the final written determination. Hearings may be conducted virtually where both parties agree, or in exceptional circumstances where in-person hearings cannot be conducted due to a public health emergency declared by the Governor, the Governor's designee, or other authorized federal, state, county or municipal official.
- E. Unclassified employees may appeal the Appointing Authority's decision on major discipline through the Union to advisory arbitration in accordance with the following procedures:

1. An appeal must be filed in writing by the Union within thirty (30) calendar days from the date the Union received the Appointing Authority's decision on the major discipline. If mutually agreed, a pre-arbitration conference may be scheduled for the purpose of attempting to settle the matter and to frame the issue or issues absent a settlement.
2. Within sixty (60) calendar days of the execution of this Agreement, the parties shall mutually agree upon a panel of not less than five (5) arbitrators. Each member of the panel shall serve in turn alphabetically as the sole arbitrator for a given case. Where a member of the panel is unable to serve, the next member in sequence shall then serve. If the parties cannot agree upon a panel of arbitrators within sixty (60) calendar days, arbitrators shall be selected on a case by case basis under the selection procedure of the Public Employment Relations Commission until such time as the parties agree upon a panel. Changes to the panel and appointment of additional arbitrators to fill vacancies shall be made by mutual consent of the parties.
3. The arbitrator shall conduct a hearing to determine the facts and render a decision in writing to the parties. The arbitrator shall render an advisory opinion consistent with applicable law and this Agreement. The fees and expenses of the arbitrator shall be divided equally between the parties. Any other cost of the arbitration proceeding, including the cost of recording, shall be borne by the party requesting the services, unless the other party requests a copy of the recording, in which case the cost will be shared equally by the parties.
4. The arbitrator shall hold the hearing at a time and place convenient to the parties within thirty (30) calendar days of their acceptance to act as arbitrator. Hearings may be conducted virtually where both parties agree, or in exceptional circumstances where in-person hearings cannot be conducted due to a public health emergency declared by the Governor, the Governor's designee, or other authorized federal, state, county or municipal official. The arbitrator shall issue their decision within thirty (30) days to the appointing authority after the close of the hearing.
5. Prior to issuing a final decision not to accept an advisory decision, in whole or in part, the Administrative Director or their designee will meet with the Union to discuss that decision.

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.

## 9.9 Miscellaneous Provisions

- A. No loss of pay shall be sustained by any employee, including Union representatives and witnesses, as a result of attendance at departmental disciplinary hearings during working hours. If outside of working hours, such employees shall be entitled to an equal amount of compensatory time off. No employee shall be coerced, intimidated or suffer any reprisal as a result of participation in disciplinary hearings.
- B. Suspensions and removals shall be subject to stay pending a final decision by the appropriate Appointing Authority and/or designee, unless otherwise provided under the Administrative Code.
- C. Hearings conducted pursuant to this provision shall provide, at a minimum, for examination and cross examination of witnesses and procedures to determine the admissibility of evidence to be introduced. Either party may make a verbatim record of the hearing through a certified court reporter or tape recording and shall provide the hearing officer with a copy of the record without charge. A copy shall also be provided to the other party if that party agrees to share the cost.
- D. Employees serving a working test period may appeal the departmental decision to the New Jersey Civil Service Commission in accordance with applicable regulations.
- E. Except as herein provided major disciplinary actions are neither grievable nor arbitrable and are only appealable in accordance with the provisions of this Article.
- F. 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 may be waived if both parties agree that it is unnecessary.

## MINOR DISCIPLINE REQUEST FOR ARBITRATION

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

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

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

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

Issues in Dispute: (Attach additional pages if necessary)

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

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

## ARBITRATION DECISION-MINOR DISCIPLINE

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

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

Charges:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_

Decision:

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

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

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

Penalty:

\_\_\_\_\_ Sustained

\_\_\_\_\_ Dismissed

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

Reasons:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# **ARTICLE 10 GRIEVANCES**

## **10.1 Grievance Definition**

A “grievance” is an appeal of:

- A. A claimed breach, misinterpretation or improper application of the terms of this Contract (contractual grievance); or
- B. A claimed violation, misinterpretation, or misapplication of rules or regulations, existing policies or practices, agreements, administrative decisions, or laws applicable to the Judiciary which affect the terms and conditions of employment (non-contractual grievance). For purposes of this Contract, terms and conditions of employment shall be those matters which intimately and directly affect the work and welfare of the employees covered hereunder.

## **10.2 Purpose**

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

## **10.3 General Rules**

- A. Formal grievances shall be filed by the Union and shall be governed by the procedures set forth herein. The grievant may be an individual employee, a group of employees, or the Union itself. Grievances shall be in writing and shall, to the extent known, identify the matters in dispute as set forth in Section 10.1.
- B. Employees using this grievance procedure shall not be coerced, intimidated or suffer any reprisal as direct or indirect result of such use.
- C. The Union may amend the grievance during any step of the procedure. It is understood that such amendment is only for the purpose of clarification and shall not be utilized to change the nature of the grievance or to include additional grievants or issues.

- D. Meetings and/or hearings shall be scheduled by the Judiciary after consultation with the Union as to availability of mutually convenient dates and times within the time limits set forth herein.
- E. Where the subject of a grievance suggests it is appropriate, and where the parties mutually agree, such grievance may be initiated at or moved to any step of the procedure, prior to arbitration without hearing at a lower step. Agreement shall not be unreasonably withheld. However, grievances shall generally be resolved at the lowest possible level. Grievances shall not be initiated directly at Step 3 if it is determined by either party that a factual record should be established at the local level. A grievance filed initially at Step 3 with Counsel's Office must include the written consent of the Chief of Labor and Employee Relations and shall be submitted within thirty (30) business days from the date of occurrence giving rise to the grievance or within thirty (30) business days of the time the occurrence is known to the Union, whichever is later.
- F. The number of days indicated at each step of the grievance procedure shall be considered the maximum and every effort shall be made to expedite the process. The time limits specified may be extended by mutual consent which shall normally be confirmed in writing. The failure of the grievant to file or respond within the time frames, except for emergent reasonable cause, constitutes abandonment of the grievance; and the failure of the Judiciary to respond within the prescribed time, as may be extended by mutual consent, constitutes denial of the grievance.
- G. The Union representative shall have the right directly to examine or cross-examine witnesses who appear at a hearing at any step of this procedure.
- H. At each step of the procedure, all grievance decisions shall include an explanation of the reason for the decision.
- I. The Judiciary shall provide both the grievant and the Union with a copy of the grievance decision at each step of the procedure. Documents pertaining to a grievance shall be filed in a separate Human Resources grievance file.
- J. A steward shall be permitted reasonable time to investigate, present and process grievances during working hours without loss of pay or time.
- K. Whenever any representative of the Union, or any employee, is scheduled by the parties during his/her working hours to participate in grievance procedures, such employees shall sustain no loss in pay or benefits for appearances at grievance hearings and/or travel time during working hours. If the hearing extends beyond the employee's normal working hours or is held other than during his normal working hours, compensatory time equal to the additional time spent at the hearing shall be granted. There shall be

no claim for overtime pay in the event the scheduled activity extends beyond the employee's normal tour of duty.

- L. Where the employee or the Union requests employee witnesses, permission for a reasonable number of witnesses required during the grievance proceedings will be granted. A witness at such proceedings will be permitted to appear without loss of pay for the time of appearance and travel time as required if during his/her normal scheduled working hours. If such appearance is permitted during other than the employee's normal working hours, or extends beyond the employee's normal working hours, compensatory time equal to the additional time required shall be granted but such time shall not be considered time worked for computation of overtime.
- M. Any documents or other materials relevant to a grievance, including the disclosure of intended witnesses, shall be provided by the Union upon written request as soon as may be reasonably practicable but in no case less than five (5) working days prior to a hearing.
- N. In addition to the grievant, only the statewide representative and one local representative shall be allowed to attend a grievance proceeding without the charging of Union leave time. Additional employees, who are neither the grievant, local representative nor necessary witnesses, will be charged Union leave time to attend any grievance or arbitration proceeding.
- O. If a grievance is filed alleging any act(s) of workplace violence against an employee, the Judiciary will be allowed thirty (30) days to investigate and make a determination before conducting a meeting to hear the grievance, notwithstanding the time frames in Section 10.5 below. This time limit may be extended by agreement of the Judiciary and the Union. The grievance will be heard as soon as reasonably possible after the determination has been received or the time limit has expired, whichever is sooner. Management will provide a copy of the determination to the employee and Union. Any confidential information will be removed.
- P. Hearings may be conducted virtually where both parties agree, or in exceptional circumstances where in-person hearings cannot be conducted due to a public health emergency declared by the Governor, the Governor's designee, or other authorized federal, state, county or municipal official.

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

An employee may orally present and discuss a grievance with his/her immediate supervisor on an informal basis. A verbal disposition of the grievance shall be given to the grievant within five (5) business days. The employee has the option of having a Shop Steward present for the

discussion. However, the Union shall not be bound by any informal settlement between the employee and his/her supervisor.

## 10.5 Formal Procedure

- A. **Step 1.** The grievant, through the Union Steward or other Union Representative, shall submit the grievance to the first level of supervision or management having authority to effect a remedy (or to the applicable designee) within twenty-five (25) business days of the date the grievant knew or should have known of its occurrence.

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

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

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

Parties may 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 may be waived if both parties agree that it is unnecessary.

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

If requested by the Union, a hearing shall be held by the Counsel's Office within twenty (20) business days of receipt of the appeal. A staff member or designee of the Administrative Director through the Counsel's Office shall be assigned as hearing officer, and render a disposition of the grievance

within twenty-five (25) business days of the hearing, unless the time frame is extended by the written consent of the parties. A copy of the disposition shall be forwarded to the grievant and the Union.

## **10.6 Arbitration**

- A. A non-contractual grievance as defined in Section 10.1.B. above shall not be subject to arbitration.
- B. If a grievance which involves an alleged violation of the application or interpretation of the Agreement as defined in Section 10.1.A. above, which is within the control of the Judiciary, is not satisfactorily resolved at Step 3, then arbitration may be requested only by the Union through its designee within thirty (30) calendar days from the date the Union received the Step 3 decision. Said request shall be filed with the Counsel's Office. In the event the Union deems it necessary to use an additional period beyond the thirty (30) calendar days provided herein the time to appeal may be extended by the Union to not more than twenty (20) additional calendar days. If mutually agreed, a pre-arbitration conference may be scheduled for the purpose of attempting to settle the matter and to frame the issue or issues absent a settlement.
- C. Within sixty (60) calendar days of the execution of this Agreement, the parties shall mutually agree upon a panel of not less than five (5) arbitrators. Each member of the panel shall serve in turn alphabetically as the sole arbitrator for a given case. Where a member of the panel is unable to serve, the next member in sequence shall then serve. If the parties cannot agree upon a panel of arbitrators within sixty (60) calendar days, arbitrators shall be selected on a case by case basis under the selection procedure of the Public Employment Relations Commission until such time as the parties agree upon a panel. Changes to the panel may be made by mutual consent of the parties.
- D. The arbitrator shall conduct a hearing to determine the facts and render a decision in writing to the parties. The arbitrator shall not have the power to add to, subtract from, or modify the provisions of this Agreement or laws of the State, or any written policy of the Judiciary not inconsistent with this Agreement, or to determine any dispute involving the exercise of management function which is within the authority of the Judiciary, and shall confine his/her decision solely to the interpretation and application of this Agreement. The arbitrator shall be confined to the precise issues submitted for arbitration and shall have no authority to determine any other issues not so submitted, and the arbitrator shall not submit observations or opinions which are not essential in reaching the determination of the issues presented. The award of the arbitrator shall be final and binding consistent

with applicable law and this Agreement. The fees and expenses of the arbitrator shall be divided equally between the parties.

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

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

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

## **ARTICLE 15 WORK ASSIGNMENTS**

### **15.1 Selection of Employees**

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

### **15.2 Application of this Article**

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

### **15.3 Probationary Period**

Employees who are hired into the bargaining unit from outside of the Judiciary into unclassified positions shall have a probationary period of four months, with the

## **ARTICLE 16 VACATION**

### **16.1 Adherence to Regulations**

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

### **16.2 Amount of Vacation Leave**

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

- A. One working day for the initial month of employment if the employee begins work on the 1<sup>st</sup> through the 8<sup>th</sup> day of the calendar month, and one-half working day if the employee begins work on the 9<sup>th</sup> through the 23<sup>rd</sup> day of the month. Thereafter, during the remainder of the first calendar year of employment, one (1) working day of vacation for each month of continuous employment.
- B. From the beginning of the first full calendar year of employment and up to five years of continuous service, 12 working days.
- C. After five years of continuous service and up to 12 years of continuous service, 15 working days.
- D. After 12 years of continuous service and up to 20 years of continuous service, 20 working days.
- E. Over 20 years of continuous service, 25 working days.

### **16.3 Effective Date of Increases**

Employees whose vacation days on January 1, 1995 exceeded the limits in 16.2, above, shall be grandfathered at their level of vacation leave at the time until they

reach the next level as described in section 16.2 above. An increase in vacation leave shall be granted at the beginning of the calendar year in which the years of service requirement will be met.

### **16.4 Credit at Beginning of Year**

Vacation leave is credited in advance at the beginning of the calendar year in anticipation of continued employment for the full year and may be used on that basis, unless reimbursement is required pursuant to N.J.A.C. 4A:6-1.5.

## **16.5 Vacation Carry-Over**

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

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

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

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

Vacation leave may be granted and shall be recorded and tracked in ½ hour increments.

## **16.8 Advance Notice and Approval**

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

## **16.9 Seniority**

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

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

Intermittent days off without pay other than voluntary furlough or furlough extension days shall be aggregated and considered as continuous leave without pay for calculation of reduced vacation leave credits. When intermittent days off without pay other than voluntary furlough or furlough extension days equal eleven (11) working days, the employee's vacation and sick leave credit shall be reduced by one-half of one month's entitlement.

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

Part-time employees covered by this Agreement shall be entitled to a proportionate amount of paid vacation leave, which shall be subject to the above provisions.

## **ARTICLE 18 SICK LEAVE**

### **18.1 Calculation of Sick Leave**

- A. All employees covered by this Agreement shall accumulate sick leave with pay as provided by N.J.A.C. 4A:6-1.3 and shall reimburse the Employer for excess sick leave as provided by N.J.A.C. 4A:6-1.5. Full-time employees shall be entitled to annual paid sick leave as follows:
1. New employees shall receive one working day for the initial month of employment if they begin work on the 1<sup>st</sup> through the 8<sup>th</sup> day of the calendar month, and one-half working day if they begin on the 9<sup>th</sup> through the 23<sup>rd</sup> day of the month.
  2. After the initial month of employment and up to the end of the first calendar year, employees shall be credited with one working day for each month of service. Thereafter, at the beginning of each calendar year in anticipation of continued employment, employees shall be credited with 15 working days.
- B. Part-time employees shall be entitled to a pro-rated amount of paid sick leave.
- C. Unused sick leave shall accumulate from year to year without limit.
- D. Exceptions to the accrual of sick leave, as found in N.J.A.C. 4A:6-1.3, apply to, and are incorporated by reference in this Agreement. Sick leave credits shall not accrue during a leave of absence without pay or during a suspension, nor shall credits accrue after an employee has resigned or retired although the employee is still on the payroll until exhaustion of vacation or other compensatory time.

### **18.2 Use of Sick Leave**

- A. Sick leave may be used by employees who are unable to work because of:
1. Personal illness or injury (see N.J.A.C. 4A:6-1.21B for Federal Family and Medical Leave); and NJ Safe Act, P.L. 2013, c.82.
  2. Exposure to contagious disease (see N.J.A.C. 4A:6-1.21B for Federal Family and Medical Leave);
  3. Care, for a reasonable period of time, of a seriously ill member of the employee's immediate family (see N.J.A.C. 4A:1-1.3 for definition of

“immediate family”, see N.J.A.C. 4A:6-1.21A for family leave under State law and see N.J.A.C. 4A:6-1.21B for Federal Family and Medical);

4. Death in the employee’s immediate family, for a reasonable period of time.
- B. In accordance with N.J.A.C. 4A:6-1.4, the employer may require proof of illness or injury when there is reason to believe that an employee is abusing sick leave; when an employee has been absent on sick leave for five or more consecutive work days; or when an employee has been absent on sick leave for an aggregate of more than 15 days in a 12 month period.
- C. The administration of sick leave shall be in conformance with the New Jersey Family Leave Act, N.J.S.A. 34:11B-1 et seq., and the Federal Family and Medical Leave Act (FMLA), 29 U.S.C. 2601 et seq. Leave taken pursuant to these acts shall not subject an employee to disciplinary action. (See N.J.A.C. 4A:6-1.21(A) and (B) for these leave procedures.)
- D. Medical information necessary for the proper claiming of medical leave under (a) above, shall be kept confidential in accordance with applicable law.
- E. In order to maintain the strictest confidentiality, employees who think they may be entitled to Family and/or Medical Leave or any other leave may contact the local Human Resources Division Manager or designee, to make inquiries and/or apply for such leave.
- F. For purposes of subsections A.3. and A.4. above, “immediate family” means an employee’s spouse, domestic partner, civil union partner, child, legal ward, grandchild, foster child, father, mother, legal guardian, grandfather, grandmother, brother, sister, father-in-law, mother-in-law, and other relatives residing in the employee’s household or any other individual whose close association with the employee is equivalent of a family relationship, such as a step-relative.

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

- A. In so far as possible, an employee shall notify **their** supervisor or designated contact person no later than the start of the employee’s work day, of any absence due to illness or injury.

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

- B. Failure of an employee to supply proper notification to **their** supervisor or designated contact person without reasonable excuse may result in:
1. Denial of sick leave for the absence.
  2. Disciplinary action.

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

Sick leave may be utilized and shall be recorded and tracked in ½ hour increments.

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

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

#### **18.6 Donated Leave Program**

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

#### **18.7 Paid Bereavement Leave**

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 20 HEALTH AND SAFETY**

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

A. The Judiciary shall continue to make reasonable provisions for the safety and health of its employees during the hours of their employment. The Judiciary will discharge its responsibility for the development and enforcement of occupational safety and health standards to provide a safe and healthful environment in accordance with PEOSHA and any other applicable statutes, regulations or guidelines outlined in the New Jersey Administrative Code which pertain to health and safety matters. The Judiciary will provide a reasonably safe and healthful place of employment for all employees. References to safety are intended to include a concept of reasonable personal security and protections which shall be maintained to assure employees against physical harm.

B. The parties recognize that the Judiciary does not own the buildings in which employees work and as such, there are occasions when the Judiciary does not have control over the condition of the building in which the employees work. Accordingly, any arbitration decision will be only advisory to the Judiciary in those instances when the proposed remedy requires an action that is not within the control of the Judiciary. In such an instance, the Judiciary will make best possible efforts to secure the relief that the arbitrator proposes. However, in the event that the relief cannot be secured by the Judiciary, the Judiciary will so advise the Union and the parties will meet in order to see if there is another way to address the situation in order to secure the safe and healthful place of employment.

### **20.2 Cooperation in Promoting Health and Safety**

A. The parties agree to cooperate in maintaining and improving safe working conditions and health protection for the employees consistent with established safety standards and in the promotion of safety, safe working habits and good housekeeping throughout the work environment. Where reasonably possible, each employee will comply with all safety rules and regulations.

B. Employee complaints of unsafe or unhealthful conditions shall be reported to the Operations Manager for vicinage staff and the Office of Health and Safety Services for central office staff and shall be promptly investigated. Corrective action shall be initiated as soon as practicable to remedy the condition within safety guidelines. Upon request by the Union, the Judiciary shall provide the Union with reasonable relevant information regarding the reported condition.

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

D. If an employee incurs an on-the-job injury during regular hours of employment requiring professional medical attention, the Judiciary will expedite such medical treatment by calling for an ambulance and/or emergency medical services as may be required under the circumstances. Within 72 business hours of the event, the JCAU chairperson will be notified that an employee was injured and required transport to a medical facility. The employee shall complete a RM-2 (State of New Jersey Employer's First Report of Accidental Injury or Occupational Disease) within 24 hours of the accident absent exigent circumstances.

E. The Judiciary agrees to meet with the JCAU concerning the impact of worksite relocations and major renovations upon health and safety concerns to the extent such concerns are reasonably present. Reasonable advance notice of worksite relocations or major renovations shall be provided to the JCAU chairperson.

F. If notice regarding the presence of communicable disease(s) is sent to employees to comply with PEOSHA requirements, the JCAU chairperson will be copied on the transmission.

**ARTICLE 25  
CLOTHING ALLOWANCES**

**25.1 Uniforms**

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

**25.2 Clothing Maintenance Payments:**

~~A. Full-time AOC employees serving in the titles outlined below will receive an annual clothing maintenance payment. Such payment shall be in the amount of \$650 for those employees who have completed at least 12 months of service in an eligible title as of July 1 of each year (for the term of this contract). Employees who have completed less than 12 months of service in an eligible title but at least 6 months of service in an eligible title as of July 1 shall receive a payment in the amount of \$325. Part time employees will receive the appropriate pro-rata share.~~

~~B. Eligible Titles:~~

~~Print Shop Technician 1  
Print Shop Technician 2  
Supervisors of Print Shop Technician 1 and Print Shop Technician 2  
who are employed in the AOC Print Shop.~~

**25.3 Miscellaneous Provisions**

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

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

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

## **ARTICLE 26 TRAVEL AND MEALS**

### **26.1 Judiciary Travel Regulations**

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

Employees required to travel for business must use a Judiciary vehicle if such is available or assigned to the employee. If an employee must use their personal vehicle for business purposes, the employee shall receive mileage reimbursement at \$0.47 per mile or the applicable rate set forth in the New Jersey State Appropriation Act in effect at the time of travel, whichever is greater.

## **ARTICLE 28 JOB OPPORTUNITIES**

### **28.1 Posting**

- A. Whenever an unclassified position within the negotiations unit becomes vacant and management intends to fill the position, a notice of vacancy shall be posted, except that external postings shall not be required when filling a temporary vacancy.
- B. Whenever a career service position at the entry level of a band within the negotiations unit becomes vacant and management intends to fill the position, the position will be filled either through the posting of a notice of vacancy or in accordance with CSC rules and regulations, except that external postings shall not be required when filling a temporary vacancy.
- C. In the event a position has been posted and another position with the same title needs to be filled, the position will not have to be re-posted if the position is in the jurisdiction of the same appointing authority as the previous position and the first posting is not more than five months old and provided that the first posting was described in such a manner as to be broad enough to cover the later posting. The Judiciary shall maintain a separate posting for confidentials. Nothing contained herein shall prevent an employee who learns of a new vacancy that is not re-posted from notifying management of his/her interest in the position even though he/she did not initially apply. Further, nothing herein prevents an employee from responding to a posting in such a manner that expresses that he/she is only interested in positions in certain limited jurisdictions, i.e., a particular division, etc.
- D. Whenever a career service position at other than the entry level of a band within the negotiations unit becomes vacant and management intends to fill the position, the position will be filled either through the posting of the notice of vacancy for an advancement opportunity or in accordance with CSC rules and regulations, except that external postings shall not be required when filling a temporary vacancy.
- E. All notices of vacancy shall be posted at all Judiciary work locations except where an attrition program or career service unit scope necessitates an internal posting open only to the employees of the appointing authority. Notices of vacancy are open to any staff who are eligible, whether the position is in a higher-level title or a lower-level title.
- F. The Union shall be given a copy of all postings electronically.

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

## **28.2 Voluntary Transfer**

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

## **28.3 Reassignments**

- A. A reassignment is the in-title movement of an employee to a new job function, shift, location or supervision within an appointing authority. Reassignments may be made at the discretion of the Appointing Authority.
- B. Where a job opening exists that the Appointing Authority intends to fill, an employee who wishes to be reassigned may notify the local Human Resources Office of his/her interest in a reassignment either in response to a posting or at any other time, using a form provided by the Judiciary.
- C. Whenever management intends to fill a vacant position, management shall check the above described request file and let the employee know of the vacancy and the local hiring manager know of the employee's interest. This provision is not subject to the arbitration provisions of Article 10.
- D. Management shall acknowledge the receipt of a reassignment request within 20 business days from the date of request.

## **28.4 Involuntary Transfers and Reassignment**

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

- A. No county judicial employee who became a State judicial employee on January 1, 1995 as a result of the Judicial Employees Unification Act shall be transferred or reassigned between counties or between a county and the central Clerks' Offices or the Administrative Office of the Courts in Trenton, without the employee's consent, except in the case of an emergency for which the Judiciary could not plan.

- B. In the event the Judiciary must, as a result of an emergency, involuntarily transfer or reassign a county judicial employee who became a State judicial employee on January 1, 1995 as a result of the Judicial Employees Unification Act, it shall only be done for a short duration, not to exceed sixty (60) calendar days in any twelve month period, and only after giving the reasons, in writing, to the employee and the Union. Prior to such transfer or reassignment, volunteers shall first be solicited from among the existing qualified workforce.

**Section 2.** Other Judiciary employees

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

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

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

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

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

## **ARTICLE 30 POSITION CLASSIFICATION**

### **30.1 Reclassification**

- A. An employee who disagrees with his/her job classification may request a review of his/her band assignment and/or level assignment within a band by completing the Judiciary's Reclassification Request Form. In order to proceed with the reclassification process, the request must identify and explain the areas of substantive change in job content to the extent that the position no longer conforms to the job specification for the title assigned to that position; specifically the employee must file the following information with the local Human Resources Office which will forward it to the AOC's Classification Section:
1. Identify on the form the specific duties that do not conform to the specification for the title;
  2. Propose a different existing title for the position, including an explanation of how that title more accurately describes the duties of the position than the employee's current title.
  3. Provide a signed statement by the employee's current supervisor attesting that the supervisor agrees or disagrees that the identified duties are being performed by the employee.
- B. Upon receipt of a reclassification request from an employee, the AOC will send a letter stating that it has received the reclassification request and that, if appropriate based upon the additional identified duties, the employee will be scheduled within 30 days to complete the Job Information Questionnaire (JIQ) on the first mutually agreeable date. The employee's supervisor will also be scheduled within 30 calendar days to complete the JIQ on the first mutually agreeable date.
- C. An employee who fails to appear for the administration of the JIQ, or who fails to give notice of the need to reschedule the administration date, will be considered to have abandoned the request for a reclassification review.
- D. After an employee and the employee's immediate supervisor complete the JIQ, the AOC's Classification Section will analyze the responses to the JIQ within a reasonable time period, depending on workload, but not to exceed 60 days. Thereafter, the senior manager, the supervisor and the employee will be notified in writing of the result. This letter will also inform the employee that if she/he is not satisfied with the outcome of the classification request, she/he may file a written appeal within 20 calendar days.

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

### 30.2 Appeals

For classified and unclassified employees, appeals concerning the band or level assignment within a band must be submitted in writing to the Classification Unit within the Judiciary Central Office Human Resources Division for submission to the Civil Service Commission (CSC).

- 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. The employee will receive the higher level pay retroactive to the pay period immediately after 14 days from the date the local Human Resources Office received the reclassification request until the date the higher level duties are relinquished. If management chooses to upgrade, the position will be posted within the affected appointing authority and open to competition for selection.
- 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.

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

In the event the 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 be removed immediately upon finalization of the title determination unless an exception is granted. The appellant will receive the higher level pay retroactive to the pay period immediately after 14 days from the date the local Human Resources Office received the completed reclassification request until the date the higher level duties are relinquished. The appellant will also receive credit for performing the higher-level work for advancement and promotional opportunities equivalent to the same time period for which the appellant receives retroactive payment. If management chooses to upgrade, the position will be posted within the affected appointing authority and open to competition for selection.

#### **30.5 Job Specifications**

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

# EXHIBIT 2



**UNION NEGOTIATED/NON-ALIGNED  
Horizon NJ DIRECT and Aetna Freedom  
Annual 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

HA-1107-0424



**UNION NEGOTIATED/NON-ALIGNED  
Horizon NJ DIRECT and Aetna Freedom  
Annual 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

HA-1107-0424



**UNION NEGOTIATED/NON-ALIGNED  
Horizon NJ DIRECT and Aetna Freedom  
Annual 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

HA-1107-0424



**UNION NEGOTIATED/NON-ALIGNED  
Horizon OMNIA and Aetna Liberty Plus  
Annual 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



**UNION NEGOTIATED/NON-ALIGNED  
Horizon OMNIA and Aetna Liberty Plus  
Annual 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

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**UNION NEGOTIATED/NON-ALIGNED  
Horizon OMNIA and Aetna Liberty Plus  
Annual 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



**UNION NEGOTIATED/NON-ALIGNED  
Horizon OMNIA and Aetna Liberty Plus  
Annual 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 Monthly 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.

# EXHIBIT 3

**APPENDIX A  
2024 COMPENSATION SCHEDULE  
Effective July 2024**

Title	Minimum	Base Salary Maximums for employees hired prior to August 20, 2014		Base Salary Maximums for employees hired on or after August 20, 2014	
		Maximum	Maximum 2	Maximum	Maximum2
Court Services Representative (also Bilingual variant)	\$ 40,000.00	\$ 46,958.11	\$ 46,958.11	\$ 42,038.07	\$ 43,105.22
Judiciary Clerk 1 (also Bilingual variant)	\$ 40,000.00	\$ 46,958.11	\$ 46,958.11	\$ 42,038.07	\$ 43,105.22
Judiciary Clerk Driver	\$ 40,000.00	\$ 57,484.83	\$ 57,484.83	\$ 51,461.86	\$ 52,768.23
Judiciary Account Clerk 1 (also Bilingual variant)	\$ 40,000.00	\$ 57,484.83	\$ 57,484.83	\$ 51,461.86	\$ 52,768.23
Judiciary Clerk 2	\$ 40,000.00	\$ 57,484.83	\$ 57,484.83	\$ 51,461.86	\$ 52,768.23
Judiciary Clerk 2 (Clerk Driver)	\$ 40,000.00	\$ 57,484.83	\$ 57,484.83	\$ 51,461.86	\$ 52,768.23
Printing Operations Technician 1, Judiciary	\$ 40,000.00	\$ 57,484.83	\$ 57,484.83	\$ 51,461.86	\$ 52,768.23
Judiciary Account Clerk 2 (also Bilingual variant)	\$ 44,326.42	\$ 67,134.41	\$ 67,134.41	\$ 60,100.37	\$ 61,626.05
Judiciary Clerk 3 (also Bilingual variant)	\$ 44,326.42	\$ 67,134.41	\$ 67,134.41	\$ 60,100.37	\$ 61,626.05
Judiciary Clerk 3/Court Clerk (also Bilingual variant)	\$ 44,326.42	\$ 67,134.41	\$ 67,134.41	\$ 60,100.37	\$ 61,626.05
Judiciary Secretary 1	\$ 44,326.42	\$ 67,134.41	\$ 67,134.41	\$ 60,100.37	\$ 61,626.05
Printing Operations Technician 2	\$ 44,326.42	\$ 67,134.41	\$ 67,134.41	\$ 60,100.37	\$ 61,626.05
Clerk to Grand Jury	\$ 48,712.56	\$ 76,783.94	\$ 76,783.94	\$ 68,738.88	\$ 70,483.87
Judiciary Clerk 4 (also Bilingual variant)	\$ 48,712.56	\$ 76,783.94	\$ 76,783.94	\$ 68,738.88	\$ 70,483.87
Judiciary Secretary 2	\$ 56,353.37	\$ 76,568.45	\$ 78,512.21	\$ 70,442.99	\$ 72,231.22
Investigator (also Bilingual variant)	\$ 45,203.67	\$ 85,556.19	\$ 85,556.19	\$ 76,592.03	\$ 78,536.36
Information Systems Technician 1	\$ 44,326.42	\$ 67,134.41	\$ 67,134.41	\$ 60,100.37	\$ 61,626.05
Information Systems Technician 2	\$ 45,693.53	\$ 78,130.56	\$ 80,113.97	\$ 74,224.03	\$ 76,108.26

**APPENDIX A  
2025 COMPENSATION SCHEDULE  
Effective July 2025**

Title	Minimum	Base Salary Maximums for employees hired prior to August 20, 2014		Base Salary Maximums for employees hired on or after August 20, 2014	
		Maximum	Maximum 2	Maximum	Maximum2
Court Services Representative (also Bilingual variant)	\$ 41,400.00	\$ 48,601.64	\$ 48,601.64	\$ 43,509.40	\$ 44,613.90
Judiciary Clerk 1 (also Bilingual variant)	\$ 41,400.00	\$ 48,601.64	\$ 48,601.64	\$ 43,509.40	\$ 44,613.90
Judiciary Clerk Driver	\$ 41,400.00	\$ 59,496.80	\$ 59,496.80	\$ 53,263.03	\$ 54,615.12
Judiciary Account Clerk 1 (also Bilingual variant)	\$ 41,400.00	\$ 59,496.80	\$ 59,496.80	\$ 53,263.03	\$ 54,615.12
Judiciary Clerk 2	\$ 41,400.00	\$ 59,496.80	\$ 59,496.80	\$ 53,263.03	\$ 54,615.12
Judiciary Clerk 2 (Clerk Driver)	\$ 41,400.00	\$ 59,496.80	\$ 59,496.80	\$ 53,263.03	\$ 54,615.12
Printing Operations Technician 1, Judiciary	\$ 41,400.00	\$ 59,496.80	\$ 59,496.80	\$ 53,263.03	\$ 54,615.12
Judiciary Account Clerk 2 (also Bilingual variant)	\$ 45,877.84	\$ 69,484.11	\$ 69,484.11	\$ 62,203.88	\$ 63,782.96
Judiciary Clerk 3 (also Bilingual variant)	\$ 45,877.84	\$ 69,484.11	\$ 69,484.11	\$ 62,203.88	\$ 63,782.96
Judiciary Clerk 3/Court Clerk (also Bilingual variant)	\$ 45,877.84	\$ 69,484.11	\$ 69,484.11	\$ 62,203.88	\$ 63,782.96
Judiciary Secretary 1	\$ 45,877.84	\$ 69,484.11	\$ 69,484.11	\$ 62,203.88	\$ 63,782.96
Printing Operations Technician 2	\$ 45,877.84	\$ 69,484.11	\$ 69,484.11	\$ 62,203.88	\$ 63,782.96
Clerk to Grand Jury	\$ 50,417.50	\$ 79,471.38	\$ 79,471.38	\$ 71,144.74	\$ 72,950.81
Judiciary Clerk 4 (also Bilingual variant)	\$ 50,417.50	\$ 79,471.38	\$ 79,471.38	\$ 71,144.74	\$ 72,950.81
Judiciary Secretary 2	\$ 58,325.74	\$ 79,248.35	\$ 81,260.14	\$ 72,908.49	\$ 74,759.31
Investigator (also Bilingual variant)	\$ 46,785.80	\$ 88,550.66	\$ 88,550.66	\$ 79,272.75	\$ 81,285.13
Information Systems Technician 1	\$ 45,877.84	\$ 69,484.11	\$ 69,484.11	\$ 62,203.88	\$ 63,782.96
Information Systems Technician 2	\$ 47,292.80	\$ 80,865.13	\$ 82,917.96	\$ 76,821.87	\$ 78,772.05

**APPENDIX A  
2026 COMPENSATION SCHEDULE  
Effective January 2026**

Title	Base Salary Maximums for employees hired prior to August 20, 2014				Base Salary Maximums for employees hired on or after August 20, 2014		
	Minimum	Maximum	Maximum	Maximum	Maximum	Maximum	Maximum 3
Court Services Representative (also Bilingual variant)	\$ 41,400.00	\$ 48,601.64	\$ 48,601.64	\$ 50,302.70	\$ 43,509.40	\$ 44,613.90	\$ 46,175.39
Judiciary Clerk 1 (also Bilingual variant)	\$ 41,400.00	\$ 48,601.64	\$ 48,601.64	\$ 50,302.70	\$ 43,509.40	\$ 44,613.90	\$ 46,175.39
Judiciary Clerk Driver	\$ 41,400.00	\$ 59,496.80	\$ 59,496.80	\$ 61,579.19	\$ 53,263.03	\$ 54,615.12	\$ 56,526.65
Judiciary Account Clerk 1 (also Bilingual)	\$ 41,400.00	\$ 59,496.80	\$ 59,496.80	\$ 61,579.19	\$ 53,263.03	\$ 54,615.12	\$ 56,526.65
Judiciary Clerk 2	\$ 41,400.00	\$ 59,496.80	\$ 59,496.80	\$ 61,579.19	\$ 53,263.03	\$ 54,615.12	\$ 56,526.65
Judiciary Clerk 2 (Clerk Driver)	\$ 41,400.00	\$ 59,496.80	\$ 59,496.80	\$ 61,579.19	\$ 53,263.03	\$ 54,615.12	\$ 56,526.65
Printing Operations Technician 1	\$ 41,400.00	\$ 59,496.80	\$ 59,496.80	\$ 61,579.19	\$ 53,263.03	\$ 54,615.12	\$ 56,526.65
Judiciary Account Clerk 2 (also Bilingual)	\$ 45,877.84	\$ 69,484.11	\$ 69,484.11	\$ 71,916.05	\$ 62,203.88	\$ 63,782.96	\$ 66,015.36
Judiciary Clerk 3 (also Bilingual variant)	\$ 45,877.84	\$ 69,484.11	\$ 69,484.11	\$ 71,916.05	\$ 62,203.88	\$ 63,782.96	\$ 66,015.36
Judiciary Clerk 3/Court Clerk (also Bilingual variant)	\$ 45,877.84	\$ 69,484.11	\$ 69,484.11	\$ 71,916.05	\$ 62,203.88	\$ 63,782.96	\$ 66,015.36
Judiciary Secretary 1	\$ 45,877.84	\$ 69,484.11	\$ 69,484.11	\$ 71,916.05	\$ 62,203.88	\$ 63,782.96	\$ 66,015.36
Printing Operations Technician 2	\$ 45,877.84	\$ 69,484.11	\$ 69,484.11	\$ 71,916.05	\$ 62,203.88	\$ 63,782.96	\$ 66,015.36
Clerk to Grand Jury	\$ 50,417.50	\$ 79,471.38	\$ 79,471.38	\$ 82,252.88	\$ 71,144.74	\$ 72,950.81	\$ 75,504.09
Judiciary Clerk 4 (also Bilingual variant)	\$ 50,417.50	\$ 79,471.38	\$ 79,471.38	\$ 82,252.88	\$ 71,144.74	\$ 72,950.81	\$ 75,504.09
Judiciary Secretary 2	\$ 58,325.74	\$ 79,248.35	\$ 81,260.14	\$ 84,104.24	\$ 72,908.49	\$ 74,759.31	\$ 77,375.89
Investigator (also Bilingual variant)	\$ 46,785.80	\$ 88,550.66	\$ 88,550.66	\$ 91,649.93	\$ 79,272.75	\$ 81,285.13	\$ 84,130.11
Information Systems Technician 1	\$ 45,877.84	\$ 69,484.11	\$ 69,484.11	\$ 71,916.05	\$ 62,203.88	\$ 63,782.96	\$ 66,015.36
Information Systems Technician 2	\$ 47,292.80	\$ 80,865.13	\$ 82,917.96	\$ 85,820.09	\$ 76,821.87	\$ 78,772.05	\$ 81,529.07

**APPENDIX A  
2026 COMPENSATION SCHEDULE  
Effective July 2026**

Title	Base Salary Maximums for employees hired prior to August 20, 2014				Base Salary Maximums for employees hired on or after August 20, 2014		
	Minimum	Maximum	Maximum	Maximum	Maximum	Maximum	Maximum 3
Court Services Representative (also Bilingual variant)	\$ 42,849.00	\$ 50,302.70	\$ 50,302.70	\$ 52,063.29	\$ 45,032.23	\$ 46,175.39	\$ 47,791.53
Judiciary Clerk 1 (also Bilingual variant)	\$ 42,849.00	\$ 50,302.70	\$ 50,302.70	\$ 52,063.29	\$ 45,032.23	\$ 46,175.39	\$ 47,791.53
Judiciary Clerk Driver	\$ 42,849.00	\$ 61,579.19	\$ 61,579.19	\$ 63,734.46	\$ 55,127.24	\$ 56,526.65	\$ 58,505.08
Judiciary Account Clerk 1 (also Bilingual)	\$ 42,849.00	\$ 61,579.19	\$ 61,579.19	\$ 63,734.46	\$ 55,127.24	\$ 56,526.65	\$ 58,505.08
Judiciary Clerk 2	\$ 42,849.00	\$ 61,579.19	\$ 61,579.19	\$ 63,734.46	\$ 55,127.24	\$ 56,526.65	\$ 58,505.08
Judiciary Clerk 2 (Clerk Driver)	\$ 42,849.00	\$ 61,579.19	\$ 61,579.19	\$ 63,734.46	\$ 55,127.24	\$ 56,526.65	\$ 58,505.08
Printing Operations Technician 1,	\$ 42,849.00	\$ 61,579.19	\$ 61,579.19	\$ 63,734.46	\$ 55,127.24	\$ 56,526.65	\$ 58,505.08
Judiciary Account Clerk 2 (also Bilingual)	\$ 47,483.56	\$ 71,916.05	\$ 71,916.05	\$ 74,433.11	\$ 64,381.02	\$ 66,015.36	\$ 68,325.90
Judiciary Clerk 3 (also Bilingual variant)	\$ 47,483.56	\$ 71,916.05	\$ 71,916.05	\$ 74,433.11	\$ 64,381.02	\$ 66,015.36	\$ 68,325.90
Judiciary Clerk 3/Court Clerk (also Bilingual variant)	\$ 47,483.56	\$ 71,916.05	\$ 71,916.05	\$ 74,433.11	\$ 64,381.02	\$ 66,015.36	\$ 68,325.90
Judiciary Secretary 1	\$ 47,483.56	\$ 71,916.05	\$ 71,916.05	\$ 74,433.11	\$ 64,381.02	\$ 66,015.36	\$ 68,325.90
Printing Operations Technician 2	\$ 47,483.56	\$ 71,916.05	\$ 71,916.05	\$ 74,433.11	\$ 64,381.02	\$ 66,015.36	\$ 68,325.90
Clerk to Grand Jury	\$ 52,182.11	\$ 82,252.88	\$ 82,252.88	\$ 85,131.73	\$ 73,634.81	\$ 75,504.09	\$ 78,146.73
Judiciary Clerk 4 (also Bilingual variant)	\$ 52,182.11	\$ 82,252.88	\$ 82,252.88	\$ 85,131.73	\$ 73,634.81	\$ 75,504.09	\$ 78,146.73
Judiciary Secretary 2	\$ 60,367.14	\$ 82,022.04	\$ 84,104.24	\$ 87,047.89	\$ 75,460.29	\$ 77,375.89	\$ 80,084.05
Investigator (also Bilingual variant)	\$ 48,423.30	\$ 91,649.93	\$ 91,649.93	\$ 94,857.68	\$ 82,047.30	\$ 84,130.11	\$ 87,074.66
Information Systems Technician 1	\$ 47,483.56	\$ 71,916.05	\$ 71,916.05	\$ 74,433.11	\$ 64,381.02	\$ 66,015.36	\$ 68,325.90
Information Systems Technician 2	\$ 48,948.05	\$ 83,695.41	\$ 85,820.09	\$ 88,823.79	\$ 79,510.64	\$ 81,529.07	\$ 84,382.59

**APPENDIX A  
2027 COMPENSATION SCHEDULE  
Effective July 2027**

Title	Base Salary Maximums for employees hired prior to August 20, 2014				Base Salary Maximums for employees hired on or after August 20, 2014		
	Minimum	Maximum	Maximum 2	Maximum 3	Maximum	Maximum2	Maximum 3
Court Services Representative (also	\$ 44,348.72	\$ 52,063.29	\$ 52,063.29	\$ 53,885.51	\$ 46,608.36	\$ 47,791.53	\$ 49,464.23
Judiciary Clerk 1 (also Bilingual variant)	\$ 44,348.72	\$ 52,063.29	\$ 52,063.29	\$ 53,885.51	\$ 46,608.36	\$ 47,791.53	\$ 49,464.23
Judiciary Clerk Driver	\$ 44,348.72	\$ 63,734.46	\$ 63,734.46	\$ 65,965.17	\$ 57,056.69	\$ 58,505.08	\$ 60,552.76
Judiciary Account Clerk 1 (also Bilingual variant)	\$ 44,348.72	\$ 63,734.46	\$ 63,734.46	\$ 65,965.17	\$ 57,056.69	\$ 58,505.08	\$ 60,552.76
Judiciary Clerk 2	\$ 44,348.72	\$ 63,734.46	\$ 63,734.46	\$ 65,965.17	\$ 57,056.69	\$ 58,505.08	\$ 60,552.76
Judiciary Clerk 2 (Clerk Driver)	\$ 44,348.72	\$ 63,734.46	\$ 63,734.46	\$ 65,965.17	\$ 57,056.69	\$ 58,505.08	\$ 60,552.76
Printing Operations Technician 1, Judiciary	\$ 44,348.72	\$ 63,734.46	\$ 63,734.46	\$ 65,965.17	\$ 57,056.69	\$ 58,505.08	\$ 60,552.76
Judiciary Account Clerk 2 (also Bilingual variant)	\$ 49,145.48	\$ 74,433.11	\$ 74,433.11	\$ 77,038.27	\$ 66,634.36	\$ 68,325.90	\$ 70,717.31
Judiciary Clerk 3 (also Bilingual variant)	\$ 49,145.48	\$ 74,433.11	\$ 74,433.11	\$ 77,038.27	\$ 66,634.36	\$ 68,325.90	\$ 70,717.31
Judiciary Clerk 3/Court Clerk (also Bilingual	\$ 49,145.48	\$ 74,433.11	\$ 74,433.11	\$ 77,038.27	\$ 66,634.36	\$ 68,325.90	\$ 70,717.31
Judiciary Secretary 1	\$ 49,145.48	\$ 74,433.11	\$ 74,433.11	\$ 77,038.27	\$ 66,634.36	\$ 68,325.90	\$ 70,717.31
Printing Operations Technician 2	\$ 49,145.48	\$ 74,433.11	\$ 74,433.11	\$ 77,038.27	\$ 66,634.36	\$ 68,325.90	\$ 70,717.31
Clerk to Grand Jury	\$ 54,008.48	\$ 85,131.73	\$ 85,131.73	\$ 88,111.34	\$ 76,212.03	\$ 78,146.73	\$ 80,881.87
Judiciary Clerk 4 (also Bilingual variant)	\$ 54,008.48	\$ 85,131.73	\$ 85,131.73	\$ 88,111.34	\$ 76,212.03	\$ 78,146.73	\$ 80,881.87
Judiciary Secretary 2	\$ 62,479.99	\$ 84,892.81	\$ 87,047.89	\$ 90,094.57	\$ 78,101.40	\$ 80,084.05	\$ 82,886.99
Investigator (also Bilingual variant)	\$ 50,118.12	\$ 94,857.68	\$ 94,857.68	\$ 98,177.70	\$ 84,918.96	\$ 87,074.66	\$ 90,122.27
Information Systems Technician 1	\$ 49,145.48	\$ 74,433.11	\$ 74,433.11	\$ 77,038.27	\$ 66,634.36	\$ 68,325.90	\$ 70,717.31
Information Systems Technician 2	\$ 50,661.23	\$ 86,624.75	\$ 88,823.79	\$ 91,932.62	\$ 82,293.51	\$ 84,382.59	\$ 87,335.98