

**MEMORANDUM OF AGREEMENT BETWEEN
NEW JERSEY STATE JUDICIARY
AND THE JUDICIAL COUNCIL OF AFFILIATED UNIONS
JULY 1, 2020 THROUGH JUNE 30, 2024**

WHEREAS, the New Jersey State Judiciary (“Judiciary”) and the Judicial Council of Affiliated Unions (“Union”), in support of both Support Staff (“SS”) and Support Staff Supervisors (“SSS”) are parties to collective negotiations agreements representing Judiciary employees in both the SS and SSS bargaining units that expired June 30, 2020; and

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

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

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

A. CONTRACT TERM

The term of the successor agreements shall be July 1, 2020 through June 30, 2024.

B. GENERAL TERMS

1. The parties agree all terms of the prior agreements are carried forward without revision unless amended through negotiations and incorporated in this Memorandum of Agreement.
2. All other proposals made by either party that are not expressly contained in this MOA are withdrawn by the parties.
3. The MOA shall not take effect until final ratification by both parties and shall after such ratification have the force of contract until full collective negotiations agreements documents are prepared and signed. The parties agree to cooperate to prepare new collective negotiations agreements documents as soon as practicable.
4. The parties agree to incorporate the modifications to contract articles that were agreed upon during negotiations and are attached hereto as Exhibit 1, collectively.
5. The parties agree there may be issues that arise during the term of this Agreement affecting or relating to its terms. As necessary and mutually agreed to, the parties may incorporate any agreements reached into side letters of agreement.

C. SALARY TERMS

1. Salary increases shall be established by the negotiated terms under Article 7.

2. The Judiciary shall not issue retroactive salary payments. Employees who are at Maximum 2 annual salary and are employed as of December 19, 2020 shall receive a lump sum off-base payment of \$1000.

FOR JCAU

DocuSigned by:
Karen Bellamy Lewis
4B196CC7861D473...

Monica McCleod

DocuSigned by:
Marcus King
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DocuSigned by:
Adam Liebtog
CE473D9D96CC45D...

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Winston Noel
25F40053BEB24AB...

FOR NJ JUDICIARY

Craig D. Bailey
Alan A. Smith

Todd T. Ryan

Deirdre Hartman

T/A
CB
2/29/19

T/A
YBL
7/29/19

ARTICLE 2 LABOR-MANAGEMENT RELATIONS

2.1 Respect and Dignity

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

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

2.2 Non-Discrimination

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

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

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

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

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

2.3 Labor-Management Cooperation

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

For The Judiciary: C Bailey
Date: 5/29/2020

For JCAU: JBL
Date: 5/29/2020

ARTICLE 3 UNION RIGHTS

3.1 Access

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

3.2 New Hires

- A. The Union may provide self-addressed stamped information post cards for newly hired employees to complete, including, name, address, title, date of hire, and other employment data. In addition, the Union may supply

information packets concerning Union membership and representation. Upon receipt of such information post cards and packets, the Judiciary will distribute them to new employees at the same time that employees are required to fill out initial personnel and payroll forms. The card may be filled out by the new employee and if so, the employer will forward the card to the Union by mail.

- B.** Union officials will be given access to newly hired employees in JCAU represented positions on the first day of their employment during the onboarding orientation session in Human Resources. During the orientation, the Union shall be afforded a period of at least thirty (30) minutes, but no longer than one hundred twenty (120) minutes, to meet with represented new employees. ~~If When the onboarding orientation session is meetings are held for new employees, the Union a steward or union representative designated by the Local shall be given reasonable advance notice, which normally shall be at least one week, in advance of the meeting and shall be permitted to make a brief presentation meet with new employees for a minimum of 30 minutes and provide Union information.~~ There shall be no charge to the pay or leave time of the new employee for this session meeting. ~~Management shall not unreasonably deny a steward's attendance at the session, which may include scheduling coverage. For purposes of this Article, meetings conducted by Human Resources personnel regarding employee benefits are not considered to be orientation meetings. A claim by the Judiciary that the Union has inappropriately exercised its options provided for herein shall be presented to and discussed with the Union, and the Union shall take appropriate action to resolve the claim. When orientation meetings are held for new employees, the union shall have the right to meet for a minimum of 30 minutes on the first day with individual employees without charge to the pay or leave time.~~

~~The Union shall have the right use the Judiciary email systems to communicate with the members and to conduct worksite meetings during lunch and other non work breaks before and after the workday to discuss workplace issues, collective negotiations, the administration of collective negotiation agreements, investigate and discuss grievances, workplace-related complaints, and other workplace issues.~~

~~The Judiciary is prohibited from encouraging employees to resign, relinquish membership in the Union, or revoke authorization of the deduction of fees to the Union, or encouraging or discouraging employees from joining, forming or assisting the Union.~~

~~An employee may withdraw authorization for payroll deductions by providing written notice to the Judiciary during the 10 days following each anniversary date of the employee's employment, and the Judiciary is then~~

required to inform the Union of the withdrawal – which would take effect on the 30th day after the anniversary date.

3.3 Union Bulletin Boards

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

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

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

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

3.4 Personnel Data

A. Unit Membership Report

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

electronically, in Excel and PDF format. The PDF version will be considered the official record.

B. Separation Report

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

C. New Hire Report

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

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

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

E. Centralized Payroll Report

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

F. Report Disclosure and Requests

The Union will only disclose such information to its officials and representatives whose duties require access to such information. The

Union may request membership information involving special problems more frequently, and the Judiciary will use reasonable efforts to accommodate the request.

~~Every four (4) pay periods listings of current employees will be supplied to each JCAU local designee, together with date of hire, division/work unit, work location, job title, salary, dues deduction status and home address. Such lists will be in PDF and Excel format, the PDF version serving as the official record. The JCAU local designees will also be notified once every four (4) pay periods regarding employees who have left the Judiciary, specifying the reason (i.e., resignation, retirement, etc.). The Judiciary shall give the Union a listing of new hires every pay period. Bi-weekly dues deductions reports shall continue to be supplied to the Unions' respective affiliates.~~

~~Names of employees leaving and/or joining the unit due to promotion shall be provided by the Judiciary as the promotions occur.~~

~~The parties shall meet to negotiate regarding union access requirements under the Workplace Democracy Enhancement Act within ten (10) calendar days of adoption of implementing regulations by the Public Employment Relations Commission, or of such later time as the parties may mutually agree. [See 3.6]~~

3.5 Union Leave

A. **Paid leave for Union activity.** Each fiscal year the Judiciary shall provide ~~an aggregate of five hundred (500) one hundred (100) two hundred (200) three hundred (300) three hundred and twenty five (325) three hundred and seventy five (375) three hundred and fifty (350)~~ **a pool of** paid leave days **as set forth in Appendix C** for employees designated by the Union to attend meetings, conventions and workshops. Such days shall be shared between the Support Staff Supervisory and Support Staff units ~~and Local Unions may share days with each other within the pool.~~ The following provisions shall apply:

1. Requests for such leave shall be submitted by or with the authorization of an appropriate Union representative with as much advance notice to management as possible to avoid disruption of the workflow.
2. Approvals of such requests shall not be unreasonably denied.
3. It is understood that no individual may use more than twelve (12) days per fiscal year under this clause except that an individual serving as an officer in a local Union may use up to six (6) days per fiscal year to attend executive board meetings without charge to the

twelve (12) day cap set forth herein.

4. After January 1, of each year as the need arises, the Union shall notify the Chief of Labor Relations in writing if it wishes to transfer any unused Union leave days from one designated county (including the Central Office in Trenton) to another. This provision shall be in effect for the term of this contract. No designated county may exceed its regular allocation of days for the year by more than 20% as a result of such transfers. Any leave not utilized in a fiscal year period shall not be carried forward to the next fiscal year and shall be forfeited.

B. **Unpaid leave for Union activities.** In addition to paid Union leaves, employees designated by the Union may request unpaid leaves for Union activities, subject to approval by the Judiciary. Such approval will be considered in the context of the operations of the Judiciary as well as the amount of leave requested by any individual. Approval of such requests shall not be unreasonably denied.

C. **Leave for Union office.** Any employee elected or appointed to Union office may be permitted to take an unpaid leave of absence for one year which may be renewed for one year periods and which shall not be unreasonably denied.

D. **Paid Leave for Statewide Steward Training.** In addition to the leave provided for in subsections A. to C. above, a maximum of **75 one hundred (100)** paid leave days shall be permitted on a fiscal year basis for the term of this contract (**201620 - 20204**) for employees who are designated as Union representatives in the workplace to attend statewide steward training sponsored by the JCAU. ~~This also includes one day for contract orientation training that does not count against any leave time.~~

~~Once during the term of this contract, the Union shall be granted one (1) release day per Steward for the purpose of a contract orientation meeting and ratification. Such days shall not accumulate or carry over.~~

E. **Contract Orientation Training.** One-half (½) day for contract orientation training for employees who are designated as Union representatives in the workplace will be provided for the term of the contract.

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

3.6 Workplace Democracy Enhancement Act

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

For The Judiciary: C Bailey
Date: 5/29/2020

For JCAU: KBL
Date: 5/29/2020

ARTICLE 4 UNION SECURITY

4.1 Dues ~~Check-off~~ Deduction

- A. Pursuant to the provisions of N.J.S.A. 52:14-15.9(e), ~~the~~ 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 ~~an~~ on the designated form, a voluntary written authorization ~~in writing on the proper form~~ to the appropriate personnel office, which shall forward it to the Centralized Payroll Section, Department of the Treasury. Deductions will be reflected in the following pay, provided the ~~card~~ 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. ~~The Judiciary shall remit the dues to the Union together with a list of the employees and the amounts~~ as more fully described in Section 4.D, below. Such dues shall be deducted from the employee's paycheck as per each regular payroll payment. ~~each by the last day of the month following the calendar month in which such deductions are made. Should an employee change from one affiliate's jurisdiction to another affiliate's jurisdiction, his/her dues deduction shall be changed accordingly but membership status shall be maintained.~~
- C. ~~In the event any employee wishes to withdraw his/her authorization for dues deduction, it must be done by written notice to the Judiciary, pursuant to law, timely filed between May 15 and June 15. Deductions shall be terminated as of July 1 of the year following the date on which the notice of withdrawal was submitted.~~ Upon receipt of such notice, the Office of Labor and Employee Relations will forward a copy to the Union office within twenty (20) ~~ten (10)~~ five (5) days. Deductions shall be terminated within ten (10) days of the employee's anniversary date ~~as of July 1 of the year following the date on which the notice of withdrawal was submitted~~ Dues deductions shall be terminated only pursuant to law upon receipt of such notice or upon

the employee's departure from the represented unit. ~~The Judiciary shall furnish a copy of all withdrawal notices to the Union by June 30 of each year.~~

C. Dues ~~so deducted~~ shall be deducted from the employee's paycheck as per 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. Dues deductions for any employee in this bargaining unit shall be limited to those dues assessed by the Union.~~

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 3.6.

4.23 Representation Fee (Agency) Fees

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.

~~A. Subject to the conditions set forth in the paragraphs below, all eligible non-member employees in this unit will be required to pay to the majority representative a representation fee in lieu of dues for services rendered by the majority representative for the term of this Agreement. Nothing herein shall be deemed to require any employee to become a member of the majority representative.~~

~~B. It is understood that the implementation and/or continuation of the agency fee program is predicated on the demonstration by the Union that more than~~

~~50% of the eligible employees in the negotiating unit are dues paying members of the Union.~~

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

~~4.3 Amount of Fee~~

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

~~4.4 Deduction and Transmission of Fee~~

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

~~4.5 Demand and Return System~~

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

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

- ~~A. Prior to the commencement of payroll deductions of the representation fee in lieu of dues for any dues year, the majority representative shall provide all persons subject to the fee with an adequate explanation of the basis of the fee, which shall include:
 - ~~1. A statement verified by an independent auditor or by some other suitable method of the expenditures of the majority representative for its most recently completed fiscal year. The statement shall set forth the major categories of expenditures and shall also identify expenditures of the majority representative and its affiliates which are in aid of activities or causes of a political or ideological nature only incidentally related to the terms and conditions of employment or applied toward the cost of benefits only available to nonmembers of the majority representative.~~
 - ~~2. A copy of the demand and return system established by the majority representative as set out on N.J.S.A. 34:13A 5.6, including instructions to persons paying the representation fee in lieu of dues as to how to request review of the amount assessed as a representation fee in lieu of dues.~~
 - ~~3. The name and address of the financial institution where the majority representative maintains an account in which to escrow portions of representation fees in lieu of dues which are reasonably in dispute.~~~~

~~The interest rate of the account in effect on the date the notice required by 1 above is issued shall also be disclosed.~~

~~4. The amount of the annual representation fee in lieu of dues, or an explanation of the formula by which the representation fee is set, and the schedule by which the fee will be deducted from pay.~~

~~B. The majority representative shall provide a copy of the demand and return system referred to in A. above to the Administrative Director. The deduction of the representation fee shall be available only if the Union establishes and maintains this review system.~~

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

4.7 4 Judiciary and State of New Jersey Hold Held Harmless

~~A. Pursuant to a court order, the Union shall be responsible for repayment of union dues or agency fees to negotiations unit members for monies collected by the State and transmitted to the Union in accordance with this Agreement or prior negotiations agreements. The Union shall indemnify and hold harmless the Judiciary and the State of New Jersey with respect to any claims or other actions arising out of compliance with the terms of this Article, out of the collection of voluntary union dues, or out of the collection of representation (agency) fees by the Judiciary and/or the State of New Jersey in accordance with this provision. Neither the Judiciary, the State nor the employee shall be responsible for any back payment of voluntary union dues or the representation (agency) fees for any cause upon the entry or reentry of the employee into the Union's represented unit.~~

~~B. The Union recognizes the Judiciary is a pass through processor of membership authorization cards. Deductions of authorized membership dues and representation (agency fees), and transmission of monies to the Union, are processed by Centralized Payroll, Department of the Treasury. If violations of any time frame occur regarding representation fee deduction, and they are brought to the attention of the Judiciary and the State, the Judiciary and the State shall review the matter and solve the problem on a prospective basis.~~

~~B. The requirement that the Union indemnify and hold harmless the Judiciary does not include a requirement that the Union pay or reimburse the Judiciary for any attorneys fees or any other costs associated with litigating cases arising from the collection of union dues or fees pursuant to this or a prior collective negotiations agreement between the parties. Nor does this~~

~~requirement to indemnify and hold harmless include the obligation to reimburse the Judiciary for any award, judgement or order requiring the payment of punitive, emotional distress or other damages, with the exception of damages ordered to repay union members or agency fee payers for monies collected from them by the Judiciary and transmitted to the Union pursuant to this or prior collective negotiations agreements. In other words, the indemnification and hold harmless provisions of this Article solely obligates the Union to be responsible for the repayment of union dues to negotiations unit members, pursuant to a court order, provided that the Union received the dues and fees from the Judiciary.~~

~~C. If the Judiciary deducts union dues from the employee and transmits dues to the Union after the effective date of a member's withdrawal from the Union, the Union shall be solely responsible for returning to the employee the dues it received. The Union shall indemnify and hold harmless the Judiciary and the State of New Jersey with respect to any claims or other actions arising out of compliance with the collection of union dues or collection of representation (agency) fees by the Judiciary and/or the State of New Jersey in accordance with law prior to June 27, 2018 regarding provisions of previous contracts between the parties that required the collection of such representation (agency) fees.~~

~~D. Neither the Judiciary, the State nor the employee shall be responsible for any back payment of the voluntary union dues or representation (agency) fees for any cause upon the entry or reentry of the employee into the Union's represented unit.~~

~~E. If violations of any time frame occur regarding representation fee dues deduction, and they are brought to the attention of the Judiciary and the State, the Judiciary and the State shall review the matter and solve the problem on a prospective basis.~~

4.8 5 Legal Requirements

~~The parties acknowledge that~~ Provisions in this Article 4 are to be interpreted and ~~should be~~ applied in accordance with applicable law, including but not limited to any applicable ~~consistent with all other requirements set by the r~~Rules issued by ~~of~~ the Public Employment Relations Commission ~~Appeal Board~~.

For The Judiciary: Craig Bailey
Date: 2/3/2020

For JCAU: Kim B. Lewis
Date: 2/3/2020

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. Management will responsible for coverage that extends the work day~~
- D.** E. The Judiciary shall not temporarily change an individual's hours of work to avoid payment of overtime or earning of compensatory time. Employees may voluntarily agree to flexible work hours on a temporary basis with their supervisor if required to work beyond their regular working hours in a day or a workweek, but management may not mandate such flex time.

5.2 Pretrial Services Program

- A. Work schedules in the Pretrial Services Program and for IT staff assigned

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

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

5.3 Alternative Work Arrangements

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

Alternative Work Arrangements Policy and to suggest modifications.

5.4 Data Center Shift Work

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

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

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

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

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

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

1. Only those employees whose shift begins on the holiday (8 a.m. or 8 p.m.) will be considered to be working on the holiday.
2. An employee whose regular shift includes a holiday and who actually works the holiday will be compensated in accordance with N.J.A.C. 4A:3-5.8 as follows:
 - the employee will receive credit for 7 hours of compensatory holiday leave time, and
 - will be paid for time worked (11 hours 40 minutes) on an hour-

for-hour basis, and

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

year to the next calendar year. Any compensatory holiday leave balance in effect at the end of a calendar year shall be paid in cash.

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

For the Judiciary: C Bailey
Date: 11/20/2020

For JCAU: John Ballarig
Date: 11-19-2020

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 State Judiciary. Effective upon notice from the State that PPO plans established in 2019 (commonly called "NJ Direct 2019" or "Unity" plan) is made available to Judiciary employees for enrollment, active eligible employees shall be eligible to participate in that plan. The Judiciary and the Union shall cooperate to facilitate open enrollment as made available by the State.
2. It is agreed that, as part of the SHBP, the Prescription Drug Benefit Program shall be continued during the period of this Agreement. The Prescription Drug Benefit Program may be modified by the State Health Benefits Plan Design Committee, pursuant to its authority under P.L. 2011, c. 78.
3. The State Health Benefits Plan Design Committee shall provide to employees the option to select one of at least three levels of coverage each for family, individual, individual and spouse, and individual and dependent, or equivalent categories, for each plan offered by the program to employees of the State 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 each other, civil union partners, or **eligible same sex** domestic partners from both enrolling under the SHBP's plans and covering each other. An individual may be covered as an employee or as a dependent but not as both.

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

B. Contributions Towards Health and Prescription Benefits

1. Employees shall contribute, through withholding of the contribution from the **if** 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 SHBP* at the **same levels** *established by the grid pursuant to section 39 of P.L. 2011, c. 78* ~~for the duration of this contract and/or until such time as different contribution levels are mandated through legislation or negotiated by the parties after the expiration of this contract~~ **are established by the SHBP or the State Health Benefits Plan Design Committee, assessed by the State Executive Branch to its employees per plan and per level of coverage.**, except as agreed below.
2. Effective upon enrollment in the **a** "2019 PPO" plan, employees shall contribute a percentage of salary, through the withholding of the contribution from the pay, salary, or other compensation, toward the cost of health care benefits coverage for the employee and any dependent provided under the **a** SHBP "2019 PPO" plan. The rates of contribution are set forth in Appendix D, Schedule 1 of this Agreement.
3. Effective upon the date that the **a** "2019 PPO" plan becomes effective for enrolled employees, members participating in a Tiered Network Plan shall contribute a percentage of salary that is equal to 75% of the contribution rates for the PPO plans. The rates are set forth in Appendix D, Schedule 2 of this Agreement.
4. Effective upon the **ratification of this agreement**, date that the "2019 PPO" plan becomes effective for enrolled employees, members participating in an HMO plan or HDHP shall contribute a percentage of premium. The rates are set forth in Appendix D, Schedule 3 of this

Agreement.

- 5.2. 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).
- 6.3. 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. 52:14-127.28b).
- 7.4. 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 in ~~section 40 of P.L. 2011 c. 78 for health care benefits coverage~~ **Section 8.1B(1), above herein.**
- 8.5. The parties agree that should an employee voluntarily waive all coverage under the ~~State Health Benefits Plan ("SHBP")~~ and provide a certification to the State that he/she has other health insurance coverage, the State will waive the contribution for that employee.
- 9.6. Active employees will be able to use pre-tax dollars to pay contributions to health benefits under a Section 125 premium conversion option. All contributions will be by deductions from pay.
- ~~6. Eligible active employees and their spouses who complete NJWELL Program shall each receive a \$350 incentive effective the period starting November 2020.~~

C. Dental Care Plan

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

2. Participation in the Plan shall be voluntary with a condition of participation being that each participating employee authorize a biweekly salary deduction as set by the State Health Benefits Plan Design Committee.
3. A member handbook describing the details of the Plan, enrollment information and the required enrollment forms are available on the Division of Pensions and Benefits' website.
4. Participating employees shall be provided with an identification card to be utilized when covered dental care is required.

D. Eye Care Program

1. It is agreed that the coverage under the Eye Care Program shall provide for a \$40.00 payment for regular prescription lens or \$45.00 for bifocal lens or more complex prescriptions. Included are all eligible full-time employees and their eligible dependents (spouse and unmarried children under 26 years of age. The extension of benefits to dependents shall be effective only after the employee has been continuously employed for a minimum of sixty (60) days.
2. Full-time employees and eligible dependents as defined above shall be eligible for a maximum payment of \$35.00 or the non-reimbursed cost, whichever is less, of an eye examination by an Ophthalmologist or an Optometrist.
3. Each eligible employee and dependent may receive only one payment for examinations and one payment for glasses during the period from July 1, 2015 2019 to June 30, 2017 2021, and one payment for examination and one payment for glasses during the period from July 1, 2017 2021 to June 30, 2019, 2023, and one payment for examination and one payment for glasses during the period July 1, 2023 to June 20, 2024. ~~and one payment for examination and one payment for glasses during the period from July 1, 2019 to June 30, 2020.~~ Proper affidavit and submission of receipts are required of the employee in order to receive payment. This program ends on June 30, 2020 2024.

8.2 State Health Benefits Program for Retirees

- A. Those employees who had accrued 20 or more years of creditable service as of June 28, 2011, and who accrue 25 years of pension credit or retire on a disability retirement on or after July 1, 2011, will contribute 1.5% of the

monthly retirement allowance toward the cost of post retirement medical benefits as is required by law. ~~For the duration of this contract and/or u~~ Until such time as different contribution levels are mandated through legislation or ~~negotiated between the parties after the expiration of this contract~~ 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, ~~and those employees who retire for disability on the basis of fewer years of pension credit in the State plan by July 1, 1997.~~
- C. Those employees who accrued 25 years of pension credit service ~~or retire on a disability retirement during the period from~~ between July 1, 1997 and through June 30, 2000 are eligible to receive the following when they retire:
1. Employees in this group who elect upon retirement to enroll in 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 PPO 10 plan and earn \$40,000 or more in base salary in the year they retire shall pay the difference between the cost of that plan and the average of the cost to the State of the other PPO plans and the approved HMO Plans for health insurance coverage.
 3. Employees in this group who elect to enroll upon retirement in a PPO 10 plan and earn less than \$40,000 in base salary in the year they retire shall pay 1% of their annual base pay at retirement but not less than \$20.00 a month for health insurance coverage.
 4. Employees in this group shall receive Medicare Part B reimbursement after retirement up to a cap of \$46.10 per month per

eligible employee and the employee's spouse.

- D. Those employees who accrued 25 years of pension service credit ~~or retired on a disability retirement during the period from~~ **between** July 1, 2000 **and through** June 30, 2008 are eligible to receive the following when they retire:
1. Employees in this group who elect upon retirement to enroll in 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 ~~or who retire on a disability pension after June 30, 2008 and before July 1, 2012,~~ will be eligible to receive post retirement medical benefits ("PRM") in accordance with the terms set forth in the parties' 2008-2012 collective negotiations agreement. Such employees will be eligible to participate in any plan other than a PPO 10 plan and will pay 1.5% of pension benefit as a contribution to the cost of PRM, but such contribution shall be waived if the retiree participates in the Retiree Wellness program. Participation shall mean that the retiree completes the designated HRA form at the time of retirement, participates in the annual health assessment, and participates in any individualized health counseling, follow-up, or program developed for that individual. There shall be an annual verification from the appropriate person at the Retiree Wellness program that the retiree is participating as required.
- F. Employees hired on or after July 1, 1995, will not receive any reimbursement for Medicare after retirement.
- G. Employees who elect deferred retirement are not entitled to health benefits under this provision.

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

8.4 The parties agree to reopen negotiations over the subject matter of this Article in the event that changes are made by the State of New Jersey affecting such subject matter.

For the Judiciary:

Craig Bailey
Date: 10/5/2020

For JCAU:

Kevin B. Lewis
Date: 10/2/2020

ARTICLE 9 DISCIPLINARY ACTIONS

9.1 Labor/Management Pre-Disciplinary Procedure

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

9.2 Types of Disciplinary Actions

- A. Discipline shall consist of major and minor discipline which shall include written reprimands, suspensions, disciplinary demotions, and removals from service.
- B. Major discipline shall include: (1) removal; (2) disciplinary demotion; (3) suspension for more than five working days per incident; (4) suspension for five working days or less if the aggregate number of working days for which the employee is suspended in the calendar year is fifteen or more; (5) any suspension if the employee has already received at least three minor suspensions during the calendar year.
- C. Minor discipline shall include written reprimand, and a suspension of five (5) working days or less.
- D. Counseling and warnings are not discipline and as such are not subject to the grievance or arbitration provisions of this contract and are not appealable under any provisions of this Article. Therefore, records of counselings and warnings will not be part of the official personnel record of the employee, but appropriate supervisors and managers may maintain records of such counselings and warnings and may use such counselings and warnings in disciplinary proceedings for the purpose of showing that the performance or conduct was discussed with the employee.

9.3 Just Cause

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

- B. Employees who are hired into the bargaining unit from outside of the Judiciary into unclassified positions shall have a probationary period of four months, with the option of a two-month extension. Accordingly, such employees shall not be entitled to just cause protection during that probationary period.
- C. An employee's first written reprimand will not be considered in deciding the level of discipline to impose for subsequent disciplinary actions involving infractions of the same charge if the employee completes eighteen (18) consecutive months following the first written reprimand without incurring further discipline. This provision does not apply to chronic and/or excessive absenteeism and lateness infractions, or for any disciplinary actions other than the first written reprimand.
- D. Discipline for lateness shall be administered after consideration of the following factors:
 - 1. Length of Service;
 - 2. Prior disciplinary record with respect to lateness, including but not limited to:
 - a. Frequency/date(s)
 - b. Duration of the lateness incidents(s)
 - c. Prior penalties imposed;
 - 3. Corrective actions previously taken to address the problem;
 - 4. Impact on operations/consequences of the lateness;
 - 5. Overall record of the employee.

9.4 Union Representation during Questioning, Meetings or Hearings

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

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

9.5 Information to be Provided

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

9.6 Minor Disciplinary Appeal Procedures

- A. Within five (5) business days after receiving a Notice of Minor Disciplinary Action, the employee with his/her union representative may request a meeting with the Senior Manager or his/her designee to review the disciplinary evidence and explore a settlement. Said meeting shall be held upon request by the Union.
- B. Within ten (10) business days after receiving a Notice of Minor Disciplinary Action, employees may request a hearing in writing which shall be held within thirty (30) calendar days of the Notice of Minor Discipline being served. If no hearing is requested within ten (10) business days, it is

deemed waived and a Final Notice of Minor Disciplinary Action shall be issued and discipline shall be imposed.

- C. The employee may be represented at the hearing by a Union representative or representatives as described in 9.4 above.
- D. Any hearing involving discipline shall be conducted and determined by an impartial hearing officer designated in accordance with this Article, who is not personally involved with the facts of the dispute or otherwise involved in a manner which could negatively impact upon such officer's ability to be impartial.
- E. Hearings shall be conducted in the location where the discipline occurred. The scheduling of said hearing will be mutually agreed upon between Management, the Hearing Officer and the Union.
- F. Requests for Adjournments shall be granted for exceptional circumstances. If the employee or the Union requests an adjournment of the disciplinary hearing, management may impose the discipline even though a departmental hearing has not yet occurred. Imposition of the suspension is subject to the result of the hearing process which can include a back-pay award in whole or in part. If, however, management fails to provide the Union with requested discovery materials within five (5) business days prior to the hearing, and such materials are requested in a timely manner; or if a key witness is unavailable, the Union may request and be granted an adjournment with no imposition of the proposed discipline. In exceptional circumstances, other than as described herein, the Union may explain the need and request a short adjournment to the Counsel's Office (in the case of an AOC hearing) or from the local hearing officer (in the case of a vicinage hearing).
- G. Hearings of minor discipline shall be conducted by a local hearing officer. Local hearing officers shall be selected by the TCA or his/her designee, or in the case of a Central Office employee, by Counsel to the Administrative Director or his/her designee. A list of locally designated hearing officers shall be provided to the Union by the AOC and regularly updated.
- H. The departmental hearing is informal and shall address the following two questions: Did the employee commit the violation(s) as charged, and, if so, what is the appropriate penalty? The parties shall identify any relevant facts in dispute at the beginning of the hearing. If there are any relevant facts in dispute, witnesses and evidence should be presented as necessary. Each party may examine the witnesses but the hearings should not be formal like a trial. The parties may exchange written statements, not to exceed (five) 5

pages in length, along with discovery, no later than (five) 5 days prior to the hearing.

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

9.7 Advisory Arbitration of minor discipline

- A. Employees may, through the Union, appeal minor discipline that involves suspensions to advisory ~~binding~~ arbitration within 30 calendar days of receipt of the final determination, by filing a request for arbitration. Requests for arbitration will be filed using the attached form A. The form should be filed with the Counsel's Office. Only the union will have the right to arbitrate a minor disciplinary action.
- B. The arbitrator will be selected on a rotation basis from a panel of arbitrators mutually acceptable to labor and management. Arbitrators will be reviewed and selected on an annual basis.
- C. Arbitrations will be scheduled on a regular basis and may be held regionally. No more than three hours may be spent on any one case, with each party having a maximum of 1½ hours for presentation of their case. The objective is for the arbitrator to review as many cases in the day as practicable.
- D. Written statements of no more than 5 pages may be submitted no later than 5 business days prior to the arbitration.
- E. Appeals will be heard within 60 days of assignment of an arbitrator.

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

9.8 Major Disciplinary Appeal Procedure

- A. Within ten (10) business days after receiving a Preliminary Notice of Disciplinary Action for classified employees or a Notice of Discipline for unclassified employees, a hearing may be requested in writing which shall be held in thirty (30) calendar days unless agreed otherwise. If no hearing is requested within ten (10) business days, it is deemed waived and a Final Notice of Disciplinary Action shall be issued and discipline imposed.
- B. The employee may have Union representation at the hearing as described in section 9.4 above. Unless otherwise agreed, the Judiciary shall issue a decision and furnish the employee and the Union with a Final Notice of Disciplinary Action within forty-five (45) calendar days after the hearing, or such additional time as may be agreed to by the parties.

- C. Career Service employees may appeal this decision to the Civil Service Commission in accordance with applicable regulations. Time periods for major discipline of career service employees shall be consistent with the Administrative Code.
- D. Departmental hearings referenced in section 9.8A shall be conducted by Hearing Officers assigned by the Appointing Authority through Counsel's Office. The Union shall be notified of the appointed designee. The hearing officer shall conduct a hearing in a manner which allows the parties to fairly present the case; and such officer shall not be a witness or party in the proceedings. Any hearing involving discipline shall be conducted and determined by an impartial hearing officer designated in accordance with this Article, who is not personally involved with the facts of the dispute or otherwise involved in a manner which could negatively impact upon such officer's ability to be impartial. Hearing officers shall make findings of fact and an advisory recommendation to the Appointing Authority. A copy of the hearing officer's decision will be provided to the parties. The Appointing Authority or designee shall issue a final Notice of Disciplinary Action. The Appointing Authority or designee can accept, reject or modify the hearing officer's decision. If the hearing officer's decision is modified or rejected, the Appointing Authority or designee shall explain why in the final written determination.
- E. Unclassified employees may appeal the Appointing Authority's decision on major discipline through the Union to **advisory** ~~binding~~ arbitration in accordance with the following procedures:
1. An appeal must be filed in writing by the Union within thirty (30) calendar days from the date the Union received the Appointing Authority's decision on the major discipline. If mutually agreed, a pre-arbitration conference may be scheduled for the purpose of attempting to settle the matter and to frame the issue or issues absent a settlement.
 2. Within sixty (60) calendar days of the execution of this Agreement, the parties shall mutually agree upon a panel of not less than five (5) arbitrators. Each member of the panel shall serve in turn alphabetically as the sole arbitrator for a given case. Where a member of the panel is unable to serve, the next member in sequence shall then serve. If the parties cannot agree upon a panel of arbitrators within sixty (60) calendar days, arbitrators shall be selected on a case by case basis under the selection procedure of the Public Employment Relations Commission until such time as the

parties agree upon a panel. Changes to the panel may be made by mutual consent of the parties.

3. The arbitrator shall conduct a hearing to determine the facts and render a decision in writing to the parties. The arbitrator shall render *an advisory opinion* ~~final and binding decision~~ consistent with applicable law and this Agreement. The fees and expenses of the arbitrator shall be divided equally between the parties. Any other cost of the arbitration proceeding, including the cost of recording, shall be borne by the party requesting the services, unless the other party requests a copy of the recording, in which case the cost will be shared equally by the parties.
4. The arbitrator shall hold the hearing at a time and place convenient to the parties within thirty (30) calendar days of his/her acceptance to act as arbitrator and shall issue his/her decision within thirty (30) days to the appointing authority after the close of the hearing.
5. *Prior to issuing a final decision not to accept an advisory decision, in whole or in part, the Administrative Director or his or her designee will meet with the Union to discuss that decision.*

9.9 Miscellaneous Provisions

- A. No loss of pay shall be sustained by any employee, including Union representatives and witnesses, as a result of attendance at *departmental* disciplinary ~~departmental~~ 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 *departmental* 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. *Departmental* 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 *departmental* hearing through a certified court reporter or tape recording and shall provide the *departmental* hearing officer with a copy of the record without charge. A copy shall also be provided to the other party if that party agrees to share the cost.

- D. Employees serving a working test period may appeal the departmental decision to the New Jersey Civil Service Commission in accordance with applicable regulations.
- E. Except as herein provided major disciplinary actions are neither grievable nor arbitrable and are only appealable in accordance with the provisions of this Article.

MINOR DISCIPLINE REQUEST FOR ARBITRATION

Employee's Name: _____

Union Representative: _____

Vicinage: _____

Date of Minor Discipline Decision: _____

Issues in Dispute: (Attach additional pages if necessary)

(1) _____

(2) _____

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

Date: _____ By: _____

ARBITRATION DECISION-MINOR DISCIPLINE

Employee's Name: _____

Vicinage: _____

Charges:

Penalty Sought: _____

Decision:

_____ Charges sustained

_____ Charges dismissed

_____ Charges partially sustained and partially dismissed as follows:

Penalty:

_____ Sustained

_____ Dismissed

_____ Modified to: _____

Reasons:

Date: _____ By: _____

For The Judiciary: CB

For JCAU: ABC

Date: 11/13/19

Date: 11/13/19

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 1st through the 8th day of the calendar month, and one-half working day if they begin on the 9th through the 23rd 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 in accordance with N.J.A.C. 4A:6-1.21B for Federal Family and Medical Leave and N.J.A.C. 34:11D NJ Sick Leave Law 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.

1. Time needed for diagnosis, care, or treatment of, or recovery from, an employee's mental or physical illness, injury or other adverse health condition, or for preventive medical care for the employee;
2. Time needed for the employee to aid or care for a family member of the employee during diagnosis, care, or treatment of, or recovery from, the family member's mental or physical illness, injury or other adverse health condition, or during preventive medical care for the family member;
3. Absence necessary due to circumstances resulting from the employee, or a family member of the employee, being a victim of domestic or sexual violence, if the leave is to allow the employee to obtain for the employee or the family member: medical attention needed to;
4. Recovery from physical or psychological injury or disability caused by domestic or sexual violence;
5. Acquiring services from a designated domestic violence agency or other victim services organization;
6. Obtaining psychological or other counseling; relocation; or legal services, including obtaining a restraining order or preparing for, or participating in, any civil or criminal legal proceeding related to the domestic or sexual violence;
7. Time during which the employee is not able to work because of a closure of the employee's workplace, or the school or place of care of a child of the employee, by order of a public official due to an epidemic or other public health emergency, or because of the issuance by a public health authority of a determination that the presence in the community of the employee, or member of the employee's family in need of care by the employee, would jeopardize the health of others;
8. Time needed by the employee in connection with a child of the employee to attend a school-related conference, meeting, function or other event requested or required by a school administrator, teacher, or other professional staff member responsible for the child's education, or to attend a meeting regarding care provided to

~~the child in connection with the child's health conditions or disability.~~

2. ~~9.~~ 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. ~~10.~~ Death in the employee's immediate family, for a reasonable period of time. ~~;~~ ~~or~~

5. ~~11.~~ The employee's acquisition or use of an aid for a disability, provided that the employee is disabled and the aid is necessary for the employee's function on the job. (In such cases, reasonable proof may be required by the employer.)

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

C. The administration of sick leave shall be in conformance with the New Jersey Family Leave Act, N.J.S.A. 34:11B-1 et seq., and the Federal Family and Medical Leave Act (FMLA), 29 U.S.C. 2601 et seq. Leave taken pursuant to these acts shall not subject an employee to disciplinary action. (See N.J.A.C. 4A:6-1.21(A) and (B) for these leave procedures.)

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

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

F. For purposes of subsections ~~A.2 and~~ A.3. and ~~A.4, A.10~~ above, "immediate family" means an employee's spouse, domestic partner, ~~or civil union partner of the employee,~~ child, legal ward, grandchild, foster child, father, mother, legal guardian, grandfather, grandmother, brother, sister, father-in-

law, mother-in-law, ~~domestic partner, or civil union partner of a parent or grandparent of the employee, or a sibling of a spouse, or any other individual related by blood to the employee or whose close association with the employee is equivalent of a family relationship,~~ and other relatives residing in the employee's household or any other individual whose close association with the employee is the equivalent of a family relationship, such as a step-relative.

18.3 Reporting of Sick Leave

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

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

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

18.4 Use of Sick Leave in Hours

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

18.5 Payment for Unused Sick Leave on Retirement

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

18.6 Donated Leave Program

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

T/A
AB
7/29/19

THP
JBL
7/29/19

ARTICLE 22 PERSONNEL FILES

22.1 Maintenance of Files

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

22.2 Copies to the Employee

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

22.3 Right to Review File

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

22.4 Confidentiality

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

For The Judiciary: C Bailey
Date: 1/7/2020

For JCAU: VBL
Date: 1/7/20

ARTICLE 23 EDUCATION AND TRAINING

23.1 In-Service Training

The Judiciary may offer training programs that are aimed at skills development and improvement in order to afford employees a greater opportunity for performance improvement and professional growth in a fiscal year in an amount to be determined by the Judiciary. The approval process to participate in such programs will be at management's discretion.

23.2 Tuition Aid

A. The Judiciary shall fund a Tuition Aid/Educational Enhancement Fund in an amount of not less than ~~\$25,000~~ ~~\$37,500~~ ~~\$30,000~~ per ~~for the first~~ fiscal year (fiscal year 2021), during the term of the contract (to be shared by both JCAU bargaining units). Unused funds shall not rollover to the next fiscal year. For the second (fiscal year 2022) and third (fiscal year 2023) fiscal years of the contract, the Fund shall be in an amount of not less than \$30,000 per fiscal year. If the total usage of the Fund in fiscal years 2022 and 2023 is less than eighty-five percent (85%) of the total allotted amount for fiscal years 2022 and 2023 combined (\$60,000), then the allotted amount of the Fund for the final fiscal year (fiscal year 2024) will be reduced by \$5,000 (reverting back to the original amount of \$25,000).

The approval process to participate in this program will be at management's discretion and approval will not be unreasonably denied. ~~The JCAU Chairperson and Secretary will be notified of all denials within 5 days of a denial. Such denials will be subject appeal through the grievance procedures.~~ receive a Tuition Aid Reimbursement Report on July 15 for the prior fiscal year

B. For the term of the contract, the amount of reimbursement per person may be up to but shall not exceed ~~\$600~~ \$750 per course and will be capped at ~~\$1,200~~ \$1,500 per fiscal year. Funds not reimbursed by May 15 of each fiscal year will lapse and any reimbursement for previously approved applications will be paid from the next fiscal year's ~~tuition aid f~~ Fund.

~~23.3 Annual Notice and Information~~

~~A. The first week of January each year, the Judiciary shall notify all employees that Tuition Aid is available and the process by which to apply.~~

~~B. Annually in December the Judiciary shall provide the JCAU with a report that includes the name, job title, vicinage and amount of Tuition Aid received by each employee that has been approved for Tuition Aid.~~

23.3 Grievability

With the exception of Article 23.2 the provisions of this article will not be grievable nor arbitrable.

For the Judiciary: CB

For the Union: VBL

Date: 10/9/19

Date: 10/9/19

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 State Travel Regulations ~~and Internal Judiciary Policies~~. The Judiciary shall notify the Union of any changes in the Judiciary Travel policies Regulations.

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

~~26.2 Notice of Any Changes~~

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

For The Judiciary: C Bailey
Date: 1/7/2026

For JCAU: XBL
Date: 1/7/20

ARTICLE 29 PERFORMANCE ADVISORY SYSTEM

29.1 General Provisions

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

- A. The performance advisory system ~~and form~~ will not include grades or performance ratings or rankings.
- B. All employees will have the same performance advisory period.
- C. A mid-year performance advisory meeting and an annual performance advisory meeting will occur each year.
- D. A uniform performance advisory ~~form~~ **system** will be utilized for all employees covered by this agreement. This ~~form~~ **system** is subject to change by the Judiciary upon ~~60 30 45~~ days notice to the Union. ~~, provided that any such change will relate to the Performance Advisory System and will not be in conflict with the provisions of this Article. In the event the Judiciary receives comments from the Union concerning the proposed changes within 45 days of notice, the Judiciary will consider these comments prior to issuing the revised form.~~
- E. There will be a section ~~of the form~~ that will be for the employee's comments. The employee's signature on the performance advisory ~~form~~ shall indicate that the employee has seen the completed ~~form~~ performance advisory. The employee will **have access to the completed performance advisory** ~~be provided with a copy of the signed form~~ at each review. Electronic signatures are permissible.
- F. Employees may not utilize the grievance procedure to challenge the specific content of the completed performance advisory ~~form~~. However, an employee who believes that the specific content of the completed performance advisory ~~form~~ does not accurately reflect the employee's work may request a meeting with the next level of management that is above the employee's immediate supervisor. A meeting will be scheduled where the

employee may make known his/her concerns to the higher-level manager, and the manager may request that the immediate supervisor attend such meeting. If appropriate, the parties may discuss possible resolution of such concerns. This meeting is not, however, to be considered an appeal or grievance and the Union steward will be present only in exceptional circumstances.

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

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