

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE NEW JERSEY AFL-CIO JUDICIARY COUNCIL OF AFFILIATED UNIONS
AND
THE NEW JERSEY STATE JUDICIARY**

These terms will apply to both the JCAU Support Staff Unit and JCAU Support Staff Supervisory Unit.

TERM OF CONTRACT: The term of the successor agreement shall be July 01, 2016 through June 30, 2020

ARTICLE 3 – UNION RIGHTS

3.4 Personnel Data: 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.

3.5 Union Leave:

- (a) **Paid leave for Union activity:** Each ~~fiscal calendar~~ year the Judiciary shall provide a pool of paid leave days as set forth in Appendix B for employees designated by the Union to attend meetings, conventions and workshops. Such days shall be shared between the Support Staff Supervisory and Support Staff units. The following provisions shall apply:
1. Requests for such leave shall be submitted by or with the authorization of an appropriate Union representative with as much advance notice to management as possible to avoid disruption of the workflow.
 2. Approvals of such requests shall not be unreasonably denied.
 3. It is understood that no individual may use more than twelve (12) days per ~~fiscal calendar~~ year under this clause except that an individual serving as an officer in a local Union may use up to six (6) days per ~~fiscal calendar~~ year to attend executive board meetings without charge to the twelve (12) day cap set forth herein.
 4. After ~~January 1~~ **July 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 calendar~~ year period shall not be carried forward to the next ~~fiscal calendar~~ 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

ARTICLE 3 – UNION RIGHTS

- (d) **Paid Leave for Statewide Steward Training:** In addition to the leave provided for in subsections (a) to (c) above, a maximum of 75 paid leave days shall be permitted on a ~~fiscal calendar~~ year basis for the term of this contract (2012-2016) for employees who are designated as Union representatives in the workplace to attend statewide steward training sponsored by the JCAU.

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

ARTICLE 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 **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 ~~make every effort to meet~~ prior to the change and discuss the proposed changes, ~~at least 15 days~~ prior to implementation and negotiate over the ~~economic~~ impact of the changes. **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 with respect to the Pretrial Services Program.**
- (c) Full-time workweeks shall be 35 hours.
- (d) The Judiciary shall not temporarily change an individual's hours of work to avoid payment of overtime or earning of compensatory time. ~~Flex hours must be agreed to in advance and not offered in lieu of day off.~~ 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

1. **Work schedules in the Pretrial Services Program and for IT staff assigned to support the Pretrial Services Program may include evenings, weekends, and holidays, as defined by Article 14 of this Agreement. (See 3 below) for compensation for work performed on a holiday. Work schedules may change or rotate with 30 days advance notice to the employees. This period may be shorter in an emergent situation**

where operational needs so require.

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

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. The Committee will meet at least once per calendar year to review the continuing implementation of the Alternative Work Arrangements Policy and to suggest modifications.

5.3 Data Center Shift Work

9. In case of inclement weather or other emergencies, the Judiciary may provide Data Center employees with lodgings in which the employees will be required to reside until their next shifts begin. During this period, the Data Center employees shall be completely relieved of duty and will not be required to commence work until the beginning of their next shift, absent an emergency call-in. Despite being completely relieved of duty, any Data Center employee who is required to reside in such lodgings until his or her next shift will receive 4 hours of compensatory time as compensation.

ARTICLE 7 – SALARIES AND WAGES

7.1 The Judiciary's Compensation Plan:

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

- A. There are broad-banded titles, each having an assigned salary Band and Level.
- B. Titles that are in existence at the time of the signing of this Agreement are each grouped according to one of these broad Bands/Levels.

- C. Each of these Band/Levels has an established minimum and maximum salary as set forth in Appendix A attached hereto.
- ~~(d) The Judiciary's Classification and Compensation Plan provides for certain increases in salary that occur during the term of this Agreement as described in Article 11. Nothing in this Agreement shall be interpreted or applied to entitle any employee to any increase in salary, whether as an across-the-board salary increase, adjustment to salary ranges, salary progression, movement from Max 1 or Max 2, or otherwise, subsequent to the expiration date of this Agreement as set forth in Article 11.~~

7.2 Across-the-Board Salary Increases:

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

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

A. Across the Board Salary Increases

1. ~~Employees who are not at the applicable Maximum 2 in their respective salary ranges shall receive across the board increases as follows:~~

~~July 1, 2012: _____ 0%~~

~~July 1, 2013: _____ 0%~~

~~Pay Period No. 2, 2014 _____ 1.0%~~

~~— (pay period that includes January 1, 2014)~~

~~Pay Period No. 2, 2015 _____ 1.75%~~

~~— (pay period that includes January 1, 2015)~~

Effective the pay period that includes July 1, 2016 0.0%

Effective the pay period that includes July 1, 2017 0.0%

Effective the pay period that includes July 1, 2018 2.0% increase to base.

Effective the pay period that includes July 1, 2019 2.0% increase to base.

B. Minimums and Maximums:

1. The minimum, maximum and the maximum 2 salaries for every title listed in Appendix A shall be increased by the amount of the across-the-board salary increase. An employee shall be advanced to the Maximum 2 salary in his or her respective salary range, and have his or her salary increased by the corresponding amount, in pay period 2 of the calendar year following the date the employee completes 24 full calendar months of employment in his or her job title at the Maximum 1 salary in his or her respective salary range. [moved from 7.2(B)(3)]

- C. Bonus for ~~Certain~~ Current Employees at Maximum 2 Annual Salary

Employees who are employed as of April 30, 2018 and who have been at Maximum 2 annual salary for at least three complete years as of that date will receive a one-time lump sum bonus of \$650 payable in September 2018.

7.3 Salary progression within a Salary Band/Level:

~~Commencing on the first day of the pay periods set forth below of each calendar year, During the term of this contract,~~ **Employees shall have their salaries increased in accordance with the following:**

- A. **Effective pay period 2 of each calendar year, employees who have at least one year of service completed as of December 31, shall have his or her annual base salary increased by 3.0% or the maximum of the salary range, whichever is less. This shall be in addition to the salary adjustment outlined above. Notwithstanding the above, no employee will have his or her annual salary increased above the maximum.**
- B. In accordance with existing practice, when calculating increases occurring on the same day, the across-the-board increase will be applied first, and then the progression increase shall be applied. ~~Salary progression beyond January 1, 2020 is subject to negotiation of a successor agreement. No salary progression is due until a successor agreement is reached and ratified, and then only to the extent that the successor agreement may provide for salary progression, if at all.~~

7.7 Out of Title Work:

1. Any employee who is assigned by a manager or supervisor on a temporary basis to substantially perform the duties of a higher titled position which are not included in the employee's current title because there is a vacancy or for which the current incumbent is on leave, suspended or temporarily assigned elsewhere will be entitled to a differential of \$3.00 per hour for the duration of such assignment. Disputes as to whether the duties being performed are within the employee's current title shall be submitted to the Classification Unit with notice of such dispute submitted to the TCA or Senior Manager who may intervene and resolve the dispute. **The employee must present a claim for out of title pay within one pay period after the pay period in which the alleged out of title duties were first assigned.** If the dispute is not resolved by the TCA or Senior Manager, it will be resolved by the Classification Unit.
 - a. Substantially perform the duties of a higher title position shall mean that such duties are performed for at least two (2) hours during a given workday.
 - b. It is understood that the provision shall apply not only to work within the employee's bargaining unit, but also to work belonging to other JCAU units or outside the Union's bargaining units. Unless the employee is reclassified into another unit, however, he or she shall remain in the same bargaining unit.
 - c. This section shall not be construed as replacing normal advancement or promotional procedures. It is understood that this provision will replace all past vicinage and central office practices as they relate to an employee performing out of title work.
 - d. It is understood that any employee other than a JC3 or JC4 who performs work in a courtroom while court is in session without a JC3 or JC4 present and where such work is other than performance of general clerical duties such as recorder operation, stenography or duties such as those primarily assigned to Court Services Representatives will be deemed to be performing out of title work
 - e. Any employee who is assigned to train an employee serving in a higher title shall be deemed to be performing out of title work. For purposes of this subsection, "training" will be understood as having the responsibility of instructing or demonstrating to another employee in the proper performance of job tasks for the purpose of making the employee proficient in some designated aspect of the job.

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

7.10 Lateral Transfers

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

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

ARTICLE 8 - HEALTH BENEFITS

8.4 New language:

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.

(There is no change to chapter 78 contribution requirements in this agreement).

Eye care reimbursement is reinstated retroactively with one payment covering 7/1/2015 to 6/30/2017 and one payment covering 7/1/2017 through 6/30/2019 and one payment covering 7/1/2019 through 6/30/2020.

ARTICLE 9 – DISCIPLINARY ACTIONS

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) After eighteen (18) forty eight (48) consecutive months without further discipline of the employee in question, management shall not consider past written reprimands in deciding the level of discipline to impose for subsequent disciplinary actions. This provision does not apply to chronic and/or excessive absenteeism and lateness infractions.~~
- (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.

ARTICLE 11 TERM OF AGREEMENT

11.1 Maintenance of Terms and Conditions of Employment

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

11.2 Term of Agreement

The term of this Agreement shall be July 1, ~~2016~~ 2012 to June 30, ~~2020~~ 2016.

11.3 Start of Negotiations

The parties agree to begin negotiations for a successor agreement no later than July 2019, with the goal of reaching a settlement agreement prior to the expiration of the current contract on June 30, 2020.

ARTICLE 23 – EDUCATION AND TRAINING

23.2 Tuition Aid:

- a. **The Judiciary shall continue to fund a Tuition Aid/Educational Enhancement Fund in an amount to be determined by the Judiciary for the duration of the contract.** establish a Tuition Aid/Educational Enhancement Fund of not less than ~~\$30,000~~ **\$25,000** per fiscal year during the term of the contract (to be shared by both JCAU bargaining units). Unused funds shall not rollover to the next fiscal year. The approval process to participate in this program will be at management’s discretion and approval will not be unreasonably denied.
- b. For the term of the contract, the amount of reimbursement per person may ~~shall~~ be up to but shall not exceed ~~\$400.00~~ **\$600** per semester and will be capped at ~~\$800.00~~ **\$1,200** per fiscal year. Funds not reimbursed by May 15 of each fiscal year will lapse and any reimbursement for previously approved applications will be paid from the next fiscal year’s tuition aid fund.

ARTICLE 30 – CLASSIFICATION

30.1 Reclassification

- A. An employee who disagrees with his/her job classification may request a review of his/her band assignment and/or level assignment within a band by completing the Judiciary’s Reclassification Request Form. In order to proceed with the reclassification process, the request must identify and explain the areas of substantive change in job content to the extent that the position no longer conforms to the job specification for the title assigned to that position; specifically the employee must file the following

information with the local Human Resources Office which will forward it to the AOC's Classification Section:

1. Identify on the form the specific duties that do not conform to the specification for the title;
 2. Propose a different existing title for the position, including an explanation of how that title more accurately describes the duties of the position than the employee's current title.
 3. Provide a signed statement by the employee's current supervisor attesting that the supervisor agrees or disagrees that the identified duties are being performed by the employee.
- B. Upon receipt of a reclassification request from an employee, the AOC will send a letter stating that it has received the reclassification request and that, if appropriate based upon the additional identified duties, the employee will be scheduled within 30 days to complete the Job Information Questionnaire (JIQ) on the first mutually agreeable date. The employee's supervisor will also be scheduled within 30 calendar days to complete the JIQ on the first mutually agreeable date.
- C. An employee who fails to appear for the administration of the JIQ, or who fails to give notice of the need to reschedule the administration date, will be considered to have abandoned the request for a reclassification review.
- D. After an employee and the employee's immediate supervisor complete the JIQ, the AOC's Classification Section will analyze the responses to the JIQ within a reasonable time period, depending on workload, but not to exceed 60 days. Thereafter, the senior manager, the supervisor and the employee will be notified in writing of the result. This letter will also inform the employee that if she/he is not satisfied with the outcome of the classification request, she/he may file a written appeal within 20 calendar days.
- E. A copy of the initial request for reclassification shall be sent to the JCAU Executive Board upon receipt of same by the Judiciary.
- F. If the determination indicates that higher duties are being performed, the higher-level duties must be removed immediately upon finalization of the title determination unless an exception is granted. In addition, the employee will receive the out-of-title pay retroactive to the pay period immediately after 14 days from the date the local Human Resources Office received the completed reclassification request until the date the higher-level duties are relinquished. **The employee will also receive credit for performing the higher-level work when applying for advancement and /or promotional opportunities equivalent to the same time period for which the employee received retroactive payment.** If management chooses to upgrade, the position will be posted within the affected appointing authority and open to competition for selection.

30.4 Assignment, Notification and Explanation

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

Check with YOUR LOCAL UNION for voting times and instructions.