

ARTICLE 14

LABOR/MANAGEMENT COMMITTEE

14.1 To facilitate communication between the parties and to promote a climate conducive to constructive employee relations, a joint Labor/Management Committee shall be established to discuss the implementation of this Agreement, health and safety and other matters of mutual interest. The size of the Committee shall be limited to the least number of representatives needed to accomplish its objectives, and shall be subject to the limitations set forth in Section 4.7 of this Agreement. Such matters include, but are not limited to:

(a) Requests for Reassignment or Transfer (see Section 9.15 of this Agreement) or change of assignment;

(b) Health and safety matters, including communicable/contagious diseases, issues pertaining to court facilities and occupational, safety and health ("OSHA") concerns;

(c) The disciplinary procedures, including establishment of a panel to act as Hearing Officers and creation of an expedited time and attendance discipline procedure (see Article 16 of this Agreement);

(d) Reimbursement for property damage (see Article 33 of this Agreement).

(e) Equitable distribution of work among court personnel including, but not limited to, assignments to court part(s).

14.2 The Committee will be a standing committee and will meet as necessary but at least twice a year. A written agenda will be submitted a week in advance of regular meetings. Special meetings may be requested by either party. An agenda will be submitted along with the request. Such special meetings will be scheduled as soon as possible after requested.

14.3 Approved time spent in such meetings shall not be considered as overtime worked and shall be charged in accordance with Section 4.7 of this Agreement.

14.4 Labor/Management Committee meetings shall be conducted in good faith. The Committee shall have no power to contravene any provision of this Agreement.

ARTICLE 15

WORK/LIFE ASSISTANCE PROGRAM

The State shall prepare, secure introduction and recommend passage by the Legislature of such legislation as may be necessary to fully fund the Work/Life Assistance Program for the term of this Agreement. The Statewide Work/Life Assistance Labor/Management Committee shall continue, composed of representatives from the State and the Unions.

ARTICLE 16

DISCIPLINARY PROCEDURE

16.1 **Applicability.** An officer or employee described in paragraph (a), (b) or (c) below shall not be removed or otherwise subjected to any disciplinary penalty provided in this Section except for incompetency or misconduct shown after a hearing upon stated charges pursuant to this Section, unless such officer or employee is granted the option and elects to follow the alternative administrative disciplinary procedure set forth in Section 16.8 of this Article.

(a) An officer or employee holding a position by permanent appointment in the competitive class of the classified service, or,

(b) An officer or employee holding a position by permanent appointment or employment in the classified service, who is an honorably discharged member of the Armed Forces of the United States having served therein as such member in time of war as defined in the Civil Service Law, or who is an exempt volunteer firefighter as defined in the General Municipal Law, except where the officer or employee described in this paragraph holds a position designated by the Chief Administrative Judge as confidential or requiring the performance of functions influencing policy, or,

(c) An officer or employee holding a position in the non-competitive class other than a position designated by the Chief Administrative Judge as confidential or requiring the performance of functions influencing policy, who since his/her last entry into the service of the Unified Court System has completed at least five years of continuous service in the non-competitive class in a

position or positions not so designated as confidential or requiring the performance of functions influencing policy.

16.2 Procedure. An officer or employee against whom removal or other disciplinary action is proposed shall have written notice thereof and of the reasons therefor, shall be furnished a copy of the charges preferred against him/her and shall be allowed ten (10) days for answering the same in writing. Service of a copy of the charges shall be made by personal service, if possible, and in a sealed envelope. Such service shall be carried out by the Deputy Chief Administrative Judge (Courts Outside New York City) or his/her designee provided the designee is not a member of the same bargaining unit as the employee served. If service cannot be effectuated by personal service, it shall be made by certified mail, return receipt requested. The Union shall be advised by certified mail, return receipt requested, of the name and work location of the officer or employee against whom charges have been preferred. The charges shall be made by the Deputy Chief Administrative Judge (Courts Outside New York City) having administrative jurisdiction over said courts or court-related agency where the employee is assigned. The hearing shall be held by a person designated by the Deputy Chief Administrative Judge (Courts Outside New York City) for that purpose. The Deputy Chief Administrative Judge (Courts Outside New York City) shall, upon consultation with the Union as provided in Section 16.9, establish a panel of qualified persons who may be designated to conduct the hearing.

The person or persons designated to conduct the hearing shall, for the purpose of such hearing, be vested with all the powers of the officer appointing him/her and shall make a record of such hearing which shall, with recommendations, be referred to such officer for review and decision. The Hearing Officer shall, upon the request of the officer or employee against whom charges are preferred, permit him/her to be represented by counsel, or by a representative of the Union and shall allow him/her to summon witnesses in his/her behalf. The burden of proving incompetency or misconduct shall be upon the State. Compliance with technical rules of evidence shall not be required. The officer or

employee against whom charges are preferred shall, upon request, be entitled to a copy of the recommendations of the Hearing Officer and shall be allowed three days to comment upon them, in writing, to the Deputy Chief Administrative Judge (Courts Outside New York City) who appointed the Hearing Officer.

16.3 Suspension Pending Determination of Charges. Pending the hearing and determination of charges of incompetency or misconduct, the officer or employee against whom such charges have been preferred may be suspended without pay for a period not exceeding 30 days. In the sole discretion of the Deputy Chief Administrative Judge (Courts Outside New York City) or his/her designee, such suspension without pay may be charged to an employee's annual leave accruals. Such decision to permit an employee to charge annual leave accruals shall not be grievable or otherwise reviewable in any other forum.

16.4 Determination of Charges. If such officer or employee is found guilty of the charges, the penalty or punishment may consist of a reprimand, a fine not to exceed \$100 to be deducted from the salary or wages of such officer or employee, restitution, suspension without pay for a period not exceeding three months, demotion in salary and title, probation for up to six months, or dismissal from the service. Provided, however, that the time during which an officer or employee is suspended without pay pursuant to Section 16.3 may be considered as part of the penalty and the officer or employee shall be entitled to continue health insurance, if the employee pays his/her own share of the premiums and shall be eligible to receive welfare fund benefits and have welfare fund payments made on his/her behalf during a period of suspension not exceeding three months. If he/she is acquitted, he/she shall be restored to his/her position with full pay for the period of suspension less the amount of compensation which he/she may have earned in any other employment or occupation and any unemployment insurance benefits which he/she may have received during such period. If such officer or employee is found guilty, a copy of the charges, his/her written answer thereto, a transcript of the hearing, and the determination shall be filed in the Office of Court Administration. A copy of the transcript of the hearing shall, upon request of the officer or employee affected, be furnished to

him/her without charge.

16.5 Time for Removal or Disciplinary Proceedings. Notwithstanding any other provisions, no removal, disciplinary proceeding or alternative disciplinary procedure shall be commenced more than 18 months after the occurrence of the alleged incompetency or misconduct complained of and described in the charges; provided, however, that such limitation shall not apply where the incompetency or misconduct complained of and described in the charges would, if proved in a court of appropriate jurisdiction, constitute a crime.

16.6 Review of Penalty or Punishment. Any officer or employee believing himself/herself aggrieved by a penalty or punishment pursuant to the provisions of this Article, may appeal from such determination by petition to the Chief Administrative Judge or by an application to the courts in accordance with the provisions of Article 78 of the Civil Practice Law and Rules.

(1) If such person elects to appeal to the Chief Administrative Judge, he/she shall file a petition in writing within 20 days after receiving notice of the determination to be reviewed.

(2) Where an appeal is taken to the Chief Administrative Judge, he/she shall review the record of the disciplinary proceeding and the transcript of the hearing, and shall determine the appeal on the basis of the record and transcript and such oral and written argument as he/she may determine to be appropriate. He/she may direct that the appeal shall be heard by a person or persons designated by him/her to hear such appeal on his/her behalf, who shall report thereon with recommendations to him/her. Upon such appeal, he/she shall permit the employee to be represented by counsel or a representative of the Union.

(3) **Determination of Appeal.** The determination appealed from may be affirmed, reversed, or modified and the Chief Administrative Judge may, in his/her discretion, direct the reinstatement of the appellant or permit the transfer or reassignment of such appellant to a vacancy in a similar position in another court or court agency or direct that his/her name be placed upon a preferred list pursuant to this Section. In the event that a transfer or reassignment is not effected, he/she is empowered to direct the reinstatement of such employee. An officer or employee reinstated pursuant

to this subdivision shall receive the salary or compensation which he/she would have been entitled by law to have received in his/her position for the period of removal, including any prior period of suspension without pay, less the amount of compensation which he/she may have earned in any other employment or occupation and any unemployment insurance benefits he/she may have received during such period. The decision of the Chief Administrative Judge shall be final and conclusive, and not subject to further review in any court.

16.7 Restoration of Position. An employee who is removed from his/her position in violation of the provisions of this Article, and who thereafter is restored to such position by order of the Supreme Court, shall be entitled to receive and shall receive from the State, the salary or compensation which he/she would have been entitled by law to have received in such position but for such unlawful removal, from the date of such unlawful removal to the date of such restoration, less the amount of compensation which he/she may have earned in any other employment or occupation and any unemployment insurance benefits he/she may have received during such period. Such employee shall be entitled to a court order to enforce the payment of such salary or compensation. Such salary or compensation shall be subject to the provisions of Section 474 and Section 475 of the Judiciary Law for services rendered, but otherwise shall be paid only directly to such employee or his/her legal representative.

16.8 Alternative Disciplinary Procedure.

(a) Within 18 months of when an act of alleged misconduct or incompetency occurs the Deputy Chief Administrative Judge (Courts Outside New York City) shall determine whether such acts require the initiation of formal disciplinary charges pursuant to Section 16.2 of this Article or if the officer or employee shall be given the option of electing to follow the alternative disciplinary procedure to ensure that the decision to use the formal or informal proceedings is uniformly determined. For purposes of Section 16.8 only, an eligible officer or employee shall include all officers or employees who are not determined to be personal appointees of a judge by the appropriate appointing authority.

(b) If the Deputy Chief Administrative Judge (Courts Outside New York City) determines that the alternative disciplinary procedure will be offered as an option, the employee shall be given an Initiation of Discipline Form. This Form shall specify in writing a description of the conduct alleged to constitute misconduct or incompetency. The employee shall make a written election whether or not to accept the alternative disciplinary procedure. An employee who otherwise is eligible for a formal hearing pursuant to Section 16.1 of this Article may opt to pursue a formal hearing or to accept the alternative disciplinary procedure. If such an employee fails to make a written election within ten days of receiving an Initiation of Discipline Form, the employee may be served with written notice of the charges preferred against him/her and the procedures set forth in Section 16.2 shall be followed.

(c) An officer or employee who elects to follow the alternative disciplinary procedure shall meet with the designee of the Deputy Chief Administrative Judge (Courts Outside New York City) who shall propose a penalty after reviewing the relevant facts which form the basis for discipline, the employment history of the employee listed on the Initiation of Discipline Form and any facts or arguments submitted in defense or mitigation. The penalty shall be a written reprimand and/or no more than the forfeiture of up to ten days of annual leave, compensatory time or the loss of ten days pay, if appropriate. The Deputy Chief Administrative Judge (Courts Outside New York City) shall review such proposed penalty to ensure that penalties are uniformly applied. The employee thereafter shall be informed in writing of the penalty assessed. The Initiation of Discipline Form shall set forth the proposed penalty, the review of the Deputy Chief Administrative Judge (Courts Outside New York City) and the penalty assessed. Such penalty assessed shall be implemented immediately. The determination of the Deputy Chief Administrative Judge (Courts Outside New York City) or his/her designee shall be final, binding and not reviewable in any forum.

(d) A copy of such Initiation of Discipline Form upon completion of the process shall be included in the personnel history folder of the officer or employee, and shall be given to the officer or employee, the supervisor, payroll, the Deputy Chief Administrative Judge (Courts Outside

New York City) or his/her designee.

16.9 The State and the Union shall meet in a Labor/Management Subcommittee to discuss the establishment by the State of a panel to act as Hearing Officers on charges made against officers or employees pursuant to this Article. The Subcommittee shall discuss and make recommendations concerning the composition of, and selection from, a fixed panel of persons who are qualified to act as Hearing Officers and from whom the State selects one or more persons to hear employee appeals of disciplinary charges. Such recommendations shall be submitted to the Deputy Chief Administrative Judge (Courts Outside New York City) on whose behalf such Hearing Officers are designated to hear such charges.

16.10 **Investigatory Notification.** The Deputy Chief Administrative Judge (Courts Outside New York City) shall provide written notice by letter to an employee who was the subject of an investigation, with a copy to the Union Local President, within three business days from when he/she has received a final report from the Unified Court System's Inspector General's Office indicating that the Inspector General has completed its investigation.

ARTICLE 17

JOB ABANDONMENT

17.1 Any employee absent from work without authorization for 14 consecutive calendar days shall be deemed to have resigned from his/her position if the employee has not personally contacted his/her court or court-related agency on or before the 15th calendar day following the commencement of such period of absence without authorization.

17.2 Within the first seven days of said absence without authorization, the court or court-related agency shall send notification to the employee with a copy to the Union, by certified mail, return receipt requested, that the employee's absence is considered unauthorized and is deemed to constitute resignation pursuant to this Article. The notification shall contain a referral to the Work/Life Assistance Program established in Article 30 of the Agreement.

17.3 Within 15 calendar days commencing from the 15th consecutive day of absence from work without authorization, an employee may submit an explanation concerning his/her absence to the court or court-related agency. The burden of proof shall be upon the employee to establish that it was not possible for him/her to report to work or notify his/her court or court-related agency of the reason for his/her absence. The court or court-related agency shall issue a short response within five calendar days after receipt of such explanation. If the employee is not satisfied with the response, the Union, upon the employee's request, may appeal the response to the Deputy Director for Labor Relations within five calendar days after receipt of the court or court-related agency's response. The Deputy Director for Labor Relations, or his/her designee, shall issue a written response within five calendar days after receiving such appeal. Determinations made pursuant to this subsection shall be arbitrable. Both the Deputy Director for Labor Relations and the arbitrator, in rendering their decisions, are entitled to consider the employee's participation in the Work/Life Assistance Program.

ARTICLE 18

GRIEVANCE PROCEDURES

18.1 Definitions.

(a) A contract grievance is a dispute concerning the interpretation, application or claimed violation of a specific term or provision of this Agreement.

(b) A non-contract grievance is a dispute concerning:

(1) Unreasonable work assignments or conditions.

(2) Discriminatory supervisory practices except insofar as such practices as alleged would constitute violations of law. With respect to claims alleging such practices as would constitute violations of law, they shall, at the election of the employee, be subject to review in accordance with State and Federal procedures established for such purpose as well as such internal review procedures as may exist, but shall not be subject to review under the provisions of this Article. Use of the internal review procedure shall not deny the employee access to State and Federal procedures; provided, however, that an employee electing pursuit of a claim in accordance with State and/or Federal

procedures shall not be allowed to utilize the Unified Court System's Internal Discrimination Claim Procedure.

(3) A claimed violation, misinterpretation or misapplication of the rules or regulations, written policy or orders of the State.

(4) A claimed assignment of employees to duties substantially different than those stated in their job specifications (“Out of Title”).

(5) A claimed improper holding of an open competitive rather than a promotional examination.

18.2 The contract and non-contract grievance procedures, except for claims under Section 18.1(b)(4) of the Agreement which shall proceed directly to the Deputy Director for Labor Relations as provided in Section 18.2(b)(2), shall be as follows:

(a) **Step 1.** The employee or the Union shall present the grievance in writing to the District Administrative Judge or his/her designee, with a copy to the Administrative Judge or Administrative Authority of the court or court-related agency to which the employee is assigned, not later than 45 calendar days after the date on which the act or omission giving rise to the grievance occurred or when the employee could reasonably have been expected to become aware of, or to have knowledge, that he/she had a grievance. The District Administrative Judge or his/her designee may require the grievant to meet with the grievant's immediate supervisor in an effort to settle the grievance informally. The District Administrative Judge or his/her designee shall take any other steps necessary to ensure that a proper disposition of the grievance is made and shall reply to the employee or Union within 15 workdays following the date of submission. In the event a grievance is not answered within the prescribed time limit, the grievance will be considered to have been passed to the second step of the grievance procedure.

(b)(1) **Step 2. Contract Grievances.** In the event the employee or the Union wishes to appeal an unsatisfactory contract grievance decision at Step 1, the appeal must be presented within 15 days of the receipt of the Step 1 decision, to the Deputy Director for Labor Relations. A copy of such

appeal shall also be sent to the District Administrative Judge or his/her designee who passed upon the grievance at Step 1. Such appeal shall contain a short, clear statement of the grievance and specific references to the Section of this Agreement which the employee or the Union claims to have been violated. The Deputy Director for Labor Relations or his/her designated representative shall meet within 20 workdays after receipt of the appeal with the employee or the Union for a review of the grievance and shall issue a written decision by the end of the 25th workday after such review. In the event a grievance is not answered within the prescribed time limit, the Union may demand in writing to the Deputy Director for Labor Relations to move the grievance to the next step of the procedure.

(2) **Step 2. Non-Contract Grievances.** In the event the employee or the Union wishes to appeal an unsatisfactory non-contract grievance decision at Step 1, the appeal must be presented in writing within 15 days of the receipt of the Step 1 decision, to the Deputy Director for Labor Relations. A copy of such appeal shall also be sent to the District Administrative Judge or his/her designee who passed upon the grievance at Step 1. Such appeal shall contain a short, clear statement of the grievance, the basis for the grievance and the relief sought. The Deputy Director for Labor Relations or his/her designee shall meet within 20 workdays after receipt of the appeal with the employee or the Union for a review of the grievance and shall issue a written decision by the end of the 25th workday after such review. Such decision shall not be subject to review by arbitration.

(c) **Step 3. Contract Grievances.**

(1) An appeal to arbitration from an unsatisfactory contract grievance decision at Step 2 may be made by the Union within 20 days of the receipt of the decision by the Deputy Director for Labor Relations. A request for arbitration may be initiated by the Union serving upon the Deputy Director for Labor Relations a notice in writing of an intent to proceed to arbitration. The notice shall identify the Agreement provision in dispute, the issue or issues to be determined, the department and the employee or employees involved. Upon receipt of a notice requesting arbitration, the parties shall select an arbitrator from a central panel. Such panel shall be agreed upon as soon as practicable following execution of this Agreement. The method of selecting the arbitrator for a particular case

shall be by mutual agreement between both parties to the Agreement, and failing such agreement, by mutual strike from the central panel.

(2) The arbitrator shall have no power to add to, subtract from or modify the provisions of this Agreement in arriving at a decision of the issue presented, and shall confine his/her decision solely to the application and interpretation of this Agreement. The decision or award of the arbitrator shall be final and binding, consistent with the provisions of CPLR Article 75. The arbitrator shall confine himself/herself to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to him/her nor shall he/she submit observations or declarations of opinion which are not essential in reaching the determination.

(3) All fees and expenses of the arbitrator shall be divided equally between the parties. Each party shall bear the cost of preparing and presenting its own case.

18.3 The time limits contained in this Article may be extended by mutual agreement. The time for presenting a Step 1 contract grievance shall be extended by the time an employee is absent from the job through illness or disability.

18.4 A settlement or any award upon a contract grievance may or may not be retroactive as the equities of each case may demand. A settlement or any award upon a grievance filed under Section 18.1(b)(4) shall be retroactive no earlier than 15 calendar days prior to the date the grievance was filed.

18.5 The contract grievance and arbitration procedure provided for herein shall be the exclusive grievance procedure for the resolution of disputes concerning the interpretation, application or claimed violation of a specific term or provision of this Agreement.

18.6 No employee organization other than the Union may initiate or represent an employee in the processing of contract or non-contract grievances.

18.7 In the event the Union appeals a Step 2 decision to Step 3 and the parties cannot agree as to whether it constitutes an arbitrable grievance, the issue of arbitrability shall be preliminarily

submitted to arbitration prior to the resolution of the dispute on the merits in accordance with the procedures for arbitration set forth in Step 3.

18.8 The Union may allow grievants and witnesses to charge EOL, in lieu of charging personal accruals, to attend grievance preparation meetings and Step 2 grievance meetings. Grievants and witnesses shall be allowed leave with pay to attend arbitration hearings during work hours.

ARTICLE 19

NO DISCRIMINATION

19.1 The Union agrees to continue to admit all employees to membership and to represent all employees without regard to race, color, national origin, religion, creed, sex, sexual orientation, gender identity, gender expression, age, marital status, disability, or Veteran status.

19.2(a) The State agrees to continue its established policy against all forms of illegal discrimination with regard to race, color, national origin, religion, creed, sex (including sexual harassment, sexual orientation, gender identity, gender expression, age, marital status, disability, Veteran status, or the proper exercise by an employee of the rights guaranteed by the Public Employees' Fair Employment Act.

(b) An employee who believes that an act of discrimination based on race, color, national origin, religion, creed, sex, sexual orientation, gender identity, gender expression, age, marital status, political affiliation, physical/mental/medical disability or Veteran status has taken place relating to interviewing, hiring, dismissal, discipline, job assignment, training opportunities, policies of the Unified Court System, shift assignment, promotion, transfer, working conditions, harassment or other terms and conditions of employment, shall be allowed access to the Unified Court System's Internal Discrimination Claim Procedure.

19.3. The State and the Union agree that nothing in this Agreement prevents the State from making reasonable accommodations for a disabled employee when such is required pursuant to the American with Disabilities Act.

ARTICLE 20

BENEFITS GUARANTEED

With respect to matters not covered by this Agreement, the State will not seek to diminish or impair during the term of this Agreement any benefit or privilege provided by law, rule or regulation for employees without prior notice to the Union; and when appropriate, without negotiations with the Union; provided, however, that this Agreement shall be construed consistently with the free exercise of rights reserved to the State by the Management Rights Article of this Agreement.

ARTICLE 21

PROTECTION OF EMPLOYEES

21.1 There shall be no loss of present jobs or functions by permanent employees as a result of the State's exercise of its right to contract out for goods and services or through the assignment of unit work outside of the NJDCEA bargaining unit.

21.2 No permanent employee will suffer reduction in existing salary as a result of reclassification or reallocation of the position he/she holds by permanent appointment.

ARTICLE 22

WELFARE FUND

The State contribution to the Union's Welfare Fund in effect on March 31, 2021, shall remain in effect except as modified below.

22.1(a) Effective April 1, 2022, the State shall contribute a pro rata annual sum of \$1,500 per active employee for remittance to the Union's Welfare Fund. A pro rata contribution of \$750 to such Fund shall be made by the State for part-time and per diem employees provided they are working on a regular basis at least half the regular hours of full-time employees in the same title.

(b) Effective April 1, 2023, the State shall contribute a pro rata annual sum of \$1,545 per active employee for remittance to the Union's Welfare Fund. A pro rata contribution of \$773 to such Fund shall be made by the State for part-time and per diem employees provided they are working on a regular basis at least half the regular hours of full-time employees in the same title.

(c) Effective April 1, 2024, the State shall contribute a pro rata annual sum of \$1,600 per active employee for remittance to the Union's Welfare Fund. A pro rata contribution of \$800 to such Fund shall be made by the State for part-time and per diem employees provided they are working on a regular basis at least half the regular hours of full-time employees in the same title.

(d) Effective April 1, 2025, the State shall contribute a pro rata annual sum of \$1,640 per active employee for remittance to the Union's Welfare Fund. A pro rata contribution of \$820 to such Fund shall be made by the State for part-time and per diem employees provided they are working on a regular basis at least half the regular hours of full-time employees in the same title.

(e) The State shall contribute a pro rata sum of \$885 per employee retired since April 1, 1983 for remittance to the Union's Welfare Fund in each fiscal year of the Agreement.

(f) For purposes of Article 22, the pro rata per employee contribution for part-time employees who work more than 50% will be at the full-time rate.

(g) Upon ratification of this Agreement, the State shall provide the Union with a non-recurring, one-time lump sum payment in the amount of \$20,000 for remittance to the Union's Welfare Fund.

22.2 The State and the Union shall enter into a separate Supplemental Benefits Fund Agreement which shall specify the obligations of both parties regarding implementation, activities and reporting requirements of the Fund; method and calculation of payments to the Fund; the right and authority of the State Comptroller or the Unified Court System to audit and/or review the financial records of the Fund; and the indemnification of the State for liability regarding Fund activities.

ARTICLE 23

DAY CARE DEVELOPMENT COMMITTEE

The Day Care Development Committee comprised of representatives from the State and the Union shall continue.

ARTICLE 24

PHYSICAL FITNESS

An employee with peace officer status periodically may be required to be tested in accordance with weight standards and *physical fitness standards established by the Administrative Director*. Such weight standards shall be based on the standards set forth in the Army Physical Readiness Test and shall make allowance for differences in height and frame. Such physical fitness standards shall be established by the Administrative Director in accordance with the minimum qualifications for appointment to court officer positions. An employee shall be advised of his/her test results. Such results also shall be provided to the Director of Court Security Services, but shall not be made a part of the employee's personnel folder.

An employee who fails to meet such standards shall be given a recommended program of weight reduction and physical fitness. Such employee shall be retested and encouraged to follow an individual program to improve their job performance, health and physical fitness. As part of its wellness program the State, in its discretion, can publicize the program, including general statistical data concerning the results of weight testing and physical fitness testing.

ARTICLE 25

FLEXIBLE BENEFIT SPENDING PROGRAM

25.1 The Flexible Benefit Spending Program established to provide employees with an opportunity to increase their spendable income by paying for all or part of health insurance premiums, selected benefits such as child care, elder care and dependent care with pre-tax dollars shall continue.

25.2 The employer contribution to each Dependent Care Advantage Account enrollee shall continue in the same manner and subject to the same contribution formula as provided to Executive Branch employees represented by the Civil Service Employees Association, Inc.

ARTICLE 26

COURT REPORTER PROCEDURES

26.1 A court reporter who fails to meet State-established transcript production standards and is in a delinquent status, without good cause, after 15 workdays notice to the employee and his/her union, shall be placed on a leave of absence until such employee's transcript production is in compliance with State standards. During such leave of absence an employee shall be allowed to draw accumulated and unused annual leave and compensatory time standing to his/her credit. An employee placed on such leave of absence, with or without pay, shall be entitled to continue health insurance benefits if the employee continues to pay his/her own share of the premium costs and shall be entitled to receive Welfare Fund benefits, if eligible. Imposition of such leave of absence shall not be considered as employee discipline, provided, however, that nothing herein shall prohibit the State from bringing disciplinary charges pursuant to Article 16 against an employee in a delinquent status who fails to meet State-established transcript production standards after 15 workdays on a leave of absence pursuant to this Section.

26.2(a) In the event that a court reporter's equipment is damaged at the workplace and such damage is not a result of the court reporter's negligence, the State will pay the difference between the amount covered by the court reporter's insurance plan and the repair or replacement cost; provided, however, that any payment made by the State shall not exceed two thousand (\$2,000) dollars and shall be subject to receipt of satisfactory documentation.

(b) A court reporter who receives payment under (a) shall not be entitled to receive reimbursement for property damage as provided for under Article 32.

(c) A court reporter who does not have an insurance plan may continue to seek reimbursement under Article 32.

ARTICLE 27

DRUG TESTING

(a)(1) **Drug Testing.** (i) The Deputy Chief Administrative Judge (Courts Outside New York City) may, with reasonable cause, require an employee with peace officer status to submit to blood tests and/or urinalysis to determine whether such employee has used illegal drugs or abused controlled substances. Such determination that reasonable cause exists to test an employee shall be made in the Deputy Chief Administrative Judge's (Courts Outside New York City) sole discretion and shall not be grievable or otherwise reviewable. (ii) References to positive testing throughout this Article refer to test results which prove that an employee has used illegal drugs or abused controlled substances.

(2) **Voluntary Drug Testing.** An employee who has a substance abuse problem may submit voluntarily to drug testing prior to testing directed by the Deputy Chief Administrative Judge (Courts Outside New York City). Upon positive testing, he/she shall submit to the program outlined in subsection (b)(1) provided he/she is not subject to disciplinary charges for reasons other than positive testing.

(b) Positive testing is prima facie evidence of misconduct and may be cause for disciplinary action. Prior to the institution of disciplinary proceedings, a preliminary meeting shall be held with a representative of the Deputy Chief Administrative Judge (Courts Outside New York City), the employee and his/her representative to determine whether the employee chooses to participate in a voluntary program of rehabilitation and the terms of such program. If the employee chooses not to participate, he/she shall be subject to formal disciplinary proceedings.

(1) **Voluntary Rehabilitation.** An employee who agrees to voluntarily participate in a rehabilitation or detoxification program at his/her expense shall be allowed to charge sick leave or annual leave credits while such employee participates in a rehabilitation or detoxification program. If no leave credits are available, such employee will be placed on a leave of absence without pay for the period of the rehabilitation or detoxification program. Upon certification of successful completion of such program and a retest that demonstrates that an employee is not using illegal drugs or abusing

controlled substances, the employee shall be returned to his/her position. Such employee may be subject to periodic retesting upon his/her return to his/her position. If such employee tests positively upon completion of such voluntary rehabilitation program or on any subsequent occasion, he/she shall be terminated without further hearing or formal charges.

(2) **Formal Disciplinary Hearing.** An employee who chooses not to voluntarily participate in a rehabilitation or detoxification program will be subject to formal disciplinary charges. A hearing shall be held pursuant to Article 16, Disciplinary Procedure, of this Agreement to determine the appropriate penalty. Such penalty shall not be limited to those enumerated in the Procedure and may include, but not be limited to, the following:

- medical certification of voluntary participation in a rehabilitation or detoxification program at the employee's expense and successful completion of such program;
- mandatory leave of absence of up to one year with the ability to charge earned and accrued sick leave, compensatory time and annual leave credits, if any;
- assignment to light duty;
- removal of weapon on and off duty;
- periodic retesting, including retesting before a return to duty;
- suspension; and,
- termination.

(3) An employee may submit proof satisfactory to the Deputy Chief Administrative Judge (Courts Outside New York City) that he/she is taking a controlled substance for treatment of a medical condition in defense of any proposed disciplinary charges or in mitigation of penalty in a case of positive testing. Voluntary submission to testing and admittance to a rehabilitation or treatment program shall be considered in mitigation of such penalty by the hearing officer.

(c) **Other Disciplinary Charges.** Notwithstanding any other provision of this Article, an employee may not elect to participate in the voluntary rehabilitation program set forth in subsection (b)(1) where such employee may be subject to disciplinary charges which do not result from positive testing. Employees who are subject to disciplinary charges as a result of conduct other than positive

testing pursuant to this Article may not use positive testing for drugs as a defense in such disciplinary proceeding.

ARTICLE 28

SEVERABILITY

In the event that any portion of this Agreement is found to be invalid by a tribunal of competent jurisdiction or superseded by Federal statute (*i.e.*, Fair Labor Standards Act) then such provision shall be of no force and effect but the remainder of this Agreement shall continue in full force and effect. Upon the issuance of such decision, then either party shall have the right immediately to reopen negotiations with respect to a substitute for such provision which has been held to be invalid.

ARTICLE 29

DRESS CODE

29.1 Employees whose duties are performed in workplaces which are accessible or visible to the general public shall wear appropriate business attire. For purposes of this Section, the term “appropriate business attire” shall be defined as follows:

- (a) a business suit, blouse or dress shirt and tie; trousers/slacks (denim material not acceptable), with coordinated blouse or dress shirt and tie; a skirt with coordinated blouse/sweater/dress shirt; or a dress; and, at the employee’s option, a jacket/sports coat; and
- (b) business shoes.

The application of this provision shall be subject to the grievance procedure.

29.2 All employees in the unit holding titles in the court clerical series at the level of Senior Court Clerk, JG-21, and above shall wear appropriate business attire which shall include a uniform blazer with patch as approved by the Chief Administrative Judge. For purposes of this Section, the term “appropriate business attire” shall be defined as follows:

(a) State-approved blazer with patch; and dress pants (denim material not acceptable), with coordinated blouse/sweater/dress shirt; a skirt with coordinated blouse/sweater/dress shirt; or a dress; and

(b) business shoes.

The maintenance allowance in effect on March 31, 2021, shall remain in effect except as modified below.

29.3(a) Effective April 1, 2022, each employee who is required to wear the State-approved blazer and eligible under Section 29.4 below, shall receive an annual maintenance allowance of \$1,250, which payment shall not be added to basic annual salary but which shall be pensionable. The maintenance allowance shall be paid in equal parts in June and December of each year in a separate check.

(b) Effective April 1, 2023, each employee who is required to wear the State-approved blazer and eligible under Section 29.4 below, shall receive an annual maintenance allowance of \$1,290, which payment shall not be added to basic annual salary but which shall be pensionable. The maintenance allowance shall be paid in equal parts in June and December of each year in a separate check.

(c) Effective April 1, 2024, each employee who is required to wear the State-approved blazer and eligible under Section 29.4 below, shall receive an annual maintenance allowance of \$1,325, which payment shall not be added to basic annual salary but which shall be pensionable. The maintenance allowance shall be paid in equal parts in June and December of each year in a separate check.

(d) Effective April 1, 2025, each employee who is required to wear the State-approved blazer and eligible under Section 29.4 below, shall receive an annual maintenance allowance of \$1,365, which payment shall not be added to basic annual salary but which shall be pensionable. The maintenance allowance shall be paid in equal parts in June and December of each year in a separate check.

29.4(a) To be eligible for the maintenance allowance payable in June, an employee must have been on payroll on May 31. An employee on leave of absence without pay on May 31 who returns to duty prior to the payment of the December allowance shall receive the June allowance upon return to duty.

(b) To be eligible for the maintenance allowance payable in December, an employee must have been on payroll on November 30. An employee on leave of absence without pay on November 30 who returns to duty prior to the payment of the June allowance shall receive the December allowance upon return to duty.

29.5 There shall be no proration of the maintenance allowance.

29.6 **Dress Code Inspection.** The State shall conduct periodically, but at least semi-annually, a dress code inspection. An eligible employee who, during such inspection, fails to meet the minimum standards as established by the State, shall not be eligible to receive the maintenance allowance until all noted deficiencies are corrected.

ARTICLE 30

PEACE OFFICER TRAINING AND SHIELDS

Official quality numbered shields will continue to be issued to those peace officers who have not previously been issued numbered shields. The State shall provide appropriate training for peace officers designated to receive such training and shall consult with the Union about the duration, frequency and content of such course of training.

ARTICLE 31

PRE-TAX TRANSPORTATION PROGRAM

The State agrees to extend a pre-tax transportation program benefit to employees to the same extent and in the same form that applies to the majority of represented Executive Branch employees.

ARTICLE 32

REIMBURSEMENT FOR PROPERTY DAMAGE

The State agrees to provide for the uniform administration of the procedure for reimbursement to employees for personal property damage or destruction as provided for by Subdivisions 12 and 12-c of Section 8 of the State Finance Law and to provide for payments of up to \$350. Allowances shall be based upon the reasonable value of the property involved and payment shall be made against a reasonable release. A Labor/Management Subcommittee shall be established to resolve disputes regarding reimbursement under this Article.

ARTICLE 33

WORKFORCE REDUCTION

(1) In the event of a workforce reduction pursuant to 25.30 of the Rules of the Chief Judge, the abolition or reduction of positions held by permanent employees in the competitive, non-competitive and labor class shall be made in inverse seniority order of original appointment date (“OAD”) in the classified service of the Unified Court System subject to the exceptions detailed in this Section of the Rules.

(2) All employees, including those in the noncompetitive confidential class, who are impacted by a workforce reduction, will be provided with not less than thirty (30) calendar days written notice prior to the effective date.

(3) NJDCEA-represented employees who promote from a competitive title to a non-competitive title in the same title series shall have return rights to their prior competitive title provided that they held that position on a permanent basis.

(4) Employees who have five years of non-temporary service and are released from court system employment during a workforce reduction shall be afforded the same health benefits protection provided to employees who are noncompetitive provided, however, that any health benefits reimbursements shall cease on 1) the date the individual qualifies for health care coverage,

other than in connection with previous court system employment; or 2) close of business one year from the date of termination.

ARTICLE 34

RESUME POOL

Employees who are released from an exempt or confidential title, and are eligible for re-hire, may submit their resumes to the Director of Human Resources, who will maintain a resume pool. Newly appointed or elected Judges will be forwarded resumes from the resume pool. In addition, when a Judge is seeking candidates to fill a vacant exempt position, the Director of Human Resources will forward resumes from the pool to the Judge for consideration. The creation of this resume pool does not represent a guarantee that a displaced employee will be rehired.

ARTICLE 35

CONCLUSION OF COLLECTIVE NEGOTIATIONS

This Agreement is the entire Agreement between the State and the Union, terminates all prior agreements and understandings and concludes all collective negotiations during its term. During the term of this Agreement, neither party will unilaterally seek to modify its terms through legislation or any other means. The parties agree to support jointly any legislation or administrative action necessary to implement the provisions of this Agreement. The parties acknowledge that, except as otherwise expressly provided herein, the Union and the employer waive any rights to further negotiations during the term of this Agreement inasmuch as the parties have fully negotiated with respect to the terms and conditions of employment and have settled them for the term of this Agreement in accordance with the provisions thereof.

ARTICLE 36

APPROVAL OF THE LEGISLATURE

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE 37

AGENCY SHOP

The parties agree to the Agency Shop to the extent permitted by law.

ARTICLE 38

CONFLICT WITH AGREEMENT

Where the Rules of the Chief Judge and Chief Administrative Judge and the Agreement conflict, the provisions of this Agreement shall prevail.

ARTICLE 39

DURATION OF AGREEMENT

The term of this Agreement shall be from April 1, 2021 to March 31, 2026.

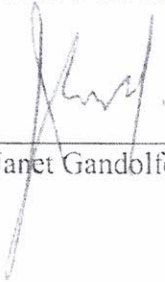
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their representatives on November 27, 2023.

THE STATE OF NEW YORK-UNIFIED COURT SYSTEM



Carolyn Grimaldi
Director of Labor Relations

NINTH JUDICIAL DISTRICT COURT EMPLOYEES ASSOCIATION



Janet Gandolfo, President

APPENDIX A

JOB TITLES OR POSITIONS INCLUDED WITHIN THE NINTH JUDICIAL DISTRICT NEGOTIATING UNIT¹

Administrative Services Clerk
Associate Court Attorney
Associate Court Attorney (TP)
Assistant Court Analyst
Associate Court Attorney
Associate Court Attorney-Trial Part
Associate Court Clerk
Associate Law Clerk to Judge
Associate Surrogate's Court Clerk
Case Manager I
Case Technician
Chief Court Attorney
Court Aide
Court Analyst
Court Assistant
Court Assistant PT
Court Attendant
Court Attorney-Referee
Court Attorney-Trial Part
Court Attorney-Trial Part PT
Court Attorney-Trial Part to Acting Justice PT
Court Clerk
Court Interpreter
Court Office Assistant
Court Office Assistant (Keyboarding)
Court Reporter
Court Reporter PT
Court Revenue Assistant
Law Clerk to Judge
Law Clerk to Judge PT
Law Librarian
Law Library Assistant
Law Library Clerk
Law Stenographer
Legal Fellow
Management Analyst
Principal Court Analyst
Principal Court Attorney
Principal Court Attorney-Trial Part
Principal Court Attorney-Trial Part to Acting Justice
Principal Court Clerk
Principal Jury Analyst
Principal Law Clerk to Judge

¹ Except any employee whose position has been or is determined to be managerial or confidential by the New York State Public Employment Relations Board, employees whose exclusion has been stipulated to, in writing, by the parties, and part-time employees who work less than 50% of temporary employees who are expected to be on the payroll for a period of less than nine months.

Principal Law Librarian
Principal Surrogate's Court Clerk
Project Director II
Resource Coordinator I
Resource Coordinator II
Secretary
Secretary to Acting Supreme Court Justice
Secretary to Judge
Senior Court Analyst
Senior Court Attorney
Senior Court Attorney TP
Senior Court Clerk
Senior Court Office Assistant
Senior Court Office Assistant (HSAP)
Senior Court Office Assistant (Keyboarding)
Senior Court Office Assistant PT
Senior Court Reporter
Senior Jury Analyst
Senior Law Librarian
Senior Law Library Clerk
Senior Surrogate's Court Clerk
Supervising Court Aide
Support Magistrate
Supervising Court Office Assistant

APPENDIX B

SALARY SCHEDULES