

Metadata header

This contract is provided by UC Berkeley's Institute of Industrial Relations Library (IIRL). The information provided is for noncommercial educational use only. It may have been reformatted from the original and some appendices or tables may be absent. Note that subsequent changes, revisions, and corrections may apply to this document.

For more information about the IIR Union Contracts Project, contact:
Lincoln Cushing, lcushing@library.berkeley.edu

IDnum 301 **Language** English **Country** United States **State** NJ

Union IFPTE (International Federation of Professional and Technical Engineers)

Local 195

Occupations Represented
Security guards and gaming surveillance officers
inspectors, testers, sorters, samplers, and weighers
Machinists
industrial machinery installation, repair, and maintenance workers

Bargaining Agency The State of New Jersey

Agency industrial classification (NAICS):

92 (Public Administration)

BeginYear 1999 **EndYear** 2003

Source <http://www.local195.org/195contract.htm>

Original_format PDF (unitary)

Notes

Contact

Full text contract begins on following page.

Local 195 Contract

Please be patient while loading...

**OPERATIONS, MAINTENANCE AND SERVICES AND CRAFTS UNIT
&
INSPECTION AND SECURITY UNIT
July 1, 1999 - June 30, 2003**

TABLE OF CONTENTS

ARTICLE	TITLE
	<u>Preamble</u>
I	<u>Recognition</u>
II	<u>Management Rights</u>
III	<u>Merit System Laws, Rules and Regulations</u>
IV	<u>Non-Discrimination</u>
V	<u>Policy Agreements</u>
VI	<u>Dues Deduction, Representation Fee and Union Political Action Committee</u>
VII	<u>Grievance Procedure</u>
VIII	<u>Discipline</u>
IX	<u>Seniority</u>
X	<u>Hours of Work</u>
XI	<u>Compensatory Time Balances</u>
XII	<u>Overtime</u>
XIII	<u>Equalization of Emergency Overtime for Snow and Ice Control</u>
XIV	<u>Emergency Work (New Program)</u>
XV	<u>Salary, Special payment and Fringe Benefit Program</u>
XVI	<u>Access to Personnel File</u>
XVII	<u>Personnel Practices</u>
XVIII	<u>Vacation Leave-Career Service</u>
XIX	<u>Administrative Leave-Career Service</u>
XX	<u>Vacation Leave and Administrative Leave for Unclassified Employees</u>
XXI	<u>Holidays</u>

XXII	<u>Special Time Off</u>
XXIII	<u>Retirement Benefits</u>
XXIV	<u>Health Benefits Program, Prescription Drug Program, Dental Care Program and Eye Program</u>
XXV	<u>Claims Adjustment</u>
XXVI	<u>Safety</u>
XXVII	<u>Leaves of Absence Without Pay</u>
XXVIII	<u>Military Leave</u>
XXIX	<u>Leaves of Absence Due to Job-Related Injury of Disease</u>
XXX	<u>Pregnancy-Disability Leave and Child Care Leave</u>
XXXI	<u>Special Leave</u>
XXXII	<u>Sick Leave</u>
XXXIII	<u>Union Rights and Representation</u>
XXXIV	<u>Promotion</u>
XXXV	<u>Job Posting and Announcements-Career Service</u>
XXXVI	<u>Job Vacancy Announcements for Unclassified Employees</u>
XXXVII	<u>Merit System Examinations</u>
XXXVIII	<u>Layoff and Recall-Career Service</u>
XXXIX	<u>Layoff and Recall for Unclassified Employees</u>
XL	<u>Out-of-Title Work</u>
XLI	<u>Performance Assessment Review</u>
XLII	<u>Tuition Aid Program</u>
XLIII	<u>Subcontracting of Work</u>
XLIV	<u>Presentation of Contract to Employees</u>
XLV	<u>Effect of Law</u>
XLVI	<u>Administration of Contract Meetings</u>
XLVII	<u>Maintenance of Benefits, Effects of Contract and Complete Contract</u>
XLVIII	<u>Preservation of Rights</u>
XLIX	<u>Notices</u>
L	<u>Term of Contract, Reopening, Successor Contract and Negotiation Procedures</u>

PREAMBLE

This Contract is made between the State of New Jersey and Local No. 195, the International Federation of Professional and Technical Engineers, AFL-CIO, covering all employees in the Operations, Maintenance and Services and Crafts Unit; and Local No. 195, the International Federation of Professional and Technical Engineers, AFL-CIO, and Local No. 518, New Jersey State Motor Vehicle Employees Union, SEIU, AFL-CIO, covering all employees in the Inspection and Security Unit. This Contract has as its purpose the promotion of harmonious employee relations between the State and its employees represented by the Union; the establishment of equitable and peaceful procedures for the amicable resolution of all disputes and grievances; and the determination of the wages, hours of work and other terms and conditions of employment. Further, the State and the Union agree that the working environment should be characterized by mutual respect for the common dignity to which all individuals are entitled.

Now, therefore, in consideration of the mutual promises of this Contract the parties agree as follows:

RECOGNITION

A. 1. The State of New Jersey, by the Office of Employee Relations in the Governor's Office (hereinafter referred to as the "State"), hereby recognizes Local No. 195, the International Federation of Professional and Technical Engineers, AFL-CIO, as the sole collective negotiating agent with respect to wages, hours of work and other terms and conditions of employment for all its employees in the state-wide Operations, Maintenance and Services and Crafts Unit.

2. The State hereby recognizes Local No. 195, the International Federation of Professional and Technical Engineers, AFL-CIO, and Local No. 518, New Jersey State Motor Vehicle Employees Union, SEIU, AFL-CIO, as the sole collective negotiating agent with respect to wages, hours of work and other terms and conditions of employment for all its employees in the state-wide Inspection and Security Unit.

3. The State will not negotiate with nor grant rights solely afforded under the terms or provisions of this Contract to any other employee organization in connection with the employees in this unit as long as said Unions described above are the certified majority representative.

B. 1. Included in this unit are all full-time permanent (including probationary) provisional and unclassified employees of the State of New Jersey listed in Appendix III A, B and C and all permanent part-time employees who are regularly scheduled to work twenty (20) or more hours per week for forty (40) hour fixed work week titles and seventeen and one-half (17.5) hours per week for thirty-five (35) hour fixed work week titles and who are included in the classifications listed in Appendix III A, B and C, and Intermittent employees whose titles are listed in Appendix III A, B and C, and who meet the hourly requirements set forth in Letter of Agreement #7.

2. a. The State shall provide the Union with notice of all newly created classifications in State Service.

b. The State, after thirty (30) days, may make a final assignment of any new classification to a negotiating unit or decide that such classification is not includable in any negotiating unit.

c. Within thirty (30) days of notification of a newly created classification, the Union shall notify the State in writing, if it contends that such new classification should be assigned to this negotiating unit. Where such written notification from the Union has been received, the State shall notify the Union as to what assignment, if any, has been made in connection with such new classification.

d. Disputes concerning the assignment of classifications may only be resolved through the processes of the Public Employment Relations Commission.

C. 1. Excluded from the Operations, Maintenance and Services and Crafts Unit are:

- a. Managerial Executives
- b. Supervisors
- c. Policemen
- d. Employees represented in other certified negotiations units
- e. All other employees of the State of New Jersey not included within the state-wide Operations, Maintenance and Services and Crafts Unit

2. Excluded from the Inspection and Security Unit are:

- a. Managerial Executives
- b. Supervisors
- c. Policemen
- d. Employees represented in other certified negotiations units
- e. All other employees of the State of New Jersey not included within the state-wide Inspection and Security Unit

D. Part-Time Employees

The inclusion of certain part-time employees within the negotiating unit and under this Contract shall not be construed to expand the coverage of any State program relating to terms and conditions of employment for which such part-time employees were not previously deemed to be eligible, or to include such part-time employees under the coverage of any provision of this Contract unless the substance of the provision describes a type of program for which such part-time employees were generally eligible prior to inclusion under the Contract. Where such part-time employees are eligible for State programs or coverage under provisions of this Contract, appropriate pro-rations will be made in accordance with their part-time status.

E. Job Training Partnership Act

Employees who are within the classifications included in this unit but appointed under the JTPA Program (if it is made applicable to State employees) or other comparably funded employment program are considered to be subject to all provisions of this Contract as provisional employees except that the federal legislation and regulations concerning this program and any agreement between the State and any local government prime sponsor which is involved shall be in effect and modify the provisions of this Contract which would otherwise be operable.

Any grievance as to whether or not the provisions of the Contract conflict with federal legislation or regulations or any agreement with a local government prime sponsor shall be considered to be governed under section A.2. of Article VII, Grievance Procedure, or if relating to any item as set forth in Article VII, Grievance Procedure, C.I, then directly to the Department of Personnel.

ARTICLE II

MANAGEMENT RIGHTS

A. The State, its several Departments and subordinate functions retain and may exercise all rights, powers, duties, authority and responsibilities conferred upon and vested in them by the laws and constitutions of the State of New Jersey and of the United States of America.

B. Except as specifically abridged, limited or modified by the terms of this Contract between the State and the Union, all such rights, powers, authority, prerogatives of management and responsibility to promulgate and enforce reasonable rules and regulations governing the conduct and the activities of employees are retained by the State.

ARTICLE III

MERIT SYSTEM LAWS, RULES AND REGULATIONS

A. The administrative and procedural provisions and controls of Merit System Laws and Rules and Regulations established by law (for example, those of the Merit System Board) are to be observed in the administration of this Contract except to the extent that this Contract pertains to subjects not therein contained.

B. Where the terms of this Contract specifically indicate an understanding contrary to, or in conflict with any such provisions and controls, the parties agree that the provisions and controls contained in such Laws shall govern. Only where provided by law, rules and regulations enacted pursuant to statutory authority shall govern, where there is a conflict.

**ARTICLE IV
NON-DISCRIMINATION**

- A.** The State and the Union agree that the provisions of the Contract shall be applied equally to all employees and there shall be no discrimination as to age, sex, marital status, race, color, creed, national origin, affectional or sexual orientation or political affiliation.
- B.** The State agrees not to interfere with the rights of employees to become members of the Union. There shall be no discrimination by the State or any of its representatives against any employee because of Union membership or because of any employee activity permissible under law or this Contract in an official capacity on behalf of the Union, or for any other cause.
- C.** The Union recognizes its responsibility as exclusive negotiations agent and agrees to represent all employees in the negotiating unit without discrimination or interference.
- D.** All references in this Contract to employees of the male gender are used for convenience only and shall be construed to include both male and female employees.

**ARTICLE V
POLICY AGREEMENTS**

- A. 1.** During the term of this Contract the Union agrees not to engage in or support any strike, work stoppage, slowdown, or other job action by employees covered by this Contract but shall not be liable for unauthorized action of employees covered by this Contract.
2. Should an unauthorized strike, work stoppage, slowdown, or other job action by employees covered by this Contract take place, the Union will take public action to bring about an immediate cessation of such actions.
- B.** No lockout of employees shall be instituted or supported by the State during the term of this Contract.
- C.** These agreements are not intended to limit the freedom of speech of the Union or its members.

**ARTICLE VI
DUES DEDUCTION, REPRESENTATION FEE AND UNION POLITICAL ACTION COMMITTEE**

A. Dues Deduction

1. The State agrees to deduct from the regular paycheck of any employee in the Operations, Maintenance and Services and Crafts Unit, the dues of Local No. 195, International Federation of Professional and Technical Engineers, AFL-CIO, and from the pay of any employee in the Inspection and Security Unit the dues of Local No. 195, International Federation of Professional and Technical Engineers, AFL-CIO, or Local No. 518, New Jersey State Motor Vehicle Employees Union, SEIU, AFL-CIO, provided the employee submits an authorization for dues deduction in writing and in proper form to the responsible payroll clerk. On receipt of the form, the payroll clerk shall forward it within two (2) working days to the centralized payroll section, Department of the Treasury. Dues deduction will be reflected in the paycheck for the current pay period, provided the form is received in centralized payroll at least seven (7) calendar 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 State, the State will review the matter and solve the problem prospectively forthwith.

2. Dues so deducted by the State shall be transmitted to Local No. 195, International Federation of Professional and Technical Engineers, AFL-CIO or Local No. 518, New Jersey State Motor Vehicle Employees Union, SEIU, AFL-CIO, as may be appropriate.

3. The Union shall certify to the State the amount of Union dues and shall notify the State of any change in dues structure thirty (30) days in advance of the requested date of such change. The change shall be reflected in payroll deduction at the earliest time after receipt of the request.

4. Where an employee's dues deduction is discontinued, the Union shall be provided with the State's reason for the discontinuance on a quarterly basis.

5. Dues deductions for any employee in this negotiating unit shall be limited to the exclusive majority representative. Employees shall be eligible to withdraw such authorization only as of July 1 of each year provided the notice of withdrawal is filed timely between May 20 and June 20 with the responsible payroll clerk.

B. Representation Fee (Agency Shop)

1. Purpose of Fee

a. Subject to the conditions set forth in section 1.b. below, all eligible nonmember 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 until June 30, 2003. Nothing herein shall be deemed to require any employee to become a member of the majority representative.

b. It is understood that the 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. If at the signing of this Contract the above percentage has not been achieved, the agency fee plan will be continued through pay period 26 of the calendar year, after which it shall be discontinued unless the minimum has been achieved prior to that occurrence. Thereafter, if the minimum percentage is exceeded on any quarterly date; i.e., January 1, April 1, July 1 or October 1, the agency fee plan shall be reinstated, with proper notice to affected employees.

d. In each year of the Contract on July 1, an assessment shall be made to determine if the minimum percentage 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 above.

2. Amount of Fee

a. Prior to the beginning of each contract year, the Union will notify the State 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. Any changes in the representation fee structure during the contract year shall be in accordance with paragraph A. above.

b. The representation fee in lieu of dues shall be in an amount equivalent to the regular membership dues, initiation fees and assessments charged by the majority representative 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.

3. Deduction and Transmission of Fee

a. After verification by the State that employees must pay the representation fee, the State will deduct the fee 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 of regular membership dues to the Union.

c. The State shall deduct the representation fee as soon as possible after the tenth day following reentry into this unit for employees who previously served in a position identified as excluded or confidential, for individuals reemployed in this unit from a reemployment list, for employees returning from leave without pay, and for previous employee members who become eligible for the representation fee because of non-member status.

d. The State 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. Demand and Return System

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.

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 partisan political or ideological nature only incidentally related to the terms and conditions of employment, or applied toward the cost of any other benefits available only to members of the majority representative.

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 accorded in conformance with the internal steps and procedures established by the Union. The Union shall submit a copy of the Union review system to the Office of Employee Relations. 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 may appeal to a three-member board established by the Governor.

5. State Held Harmless

The Union hereby agrees that it will indemnify and hold the State harmless from any claims, actions or proceedings brought by any employee in the negotiations unit which arises from the State's agreement to make deductions in accordance with this provision. The State shall not be liable to the Union or employee for any retroactive or past due representation fee for an employee who was identified by the State as excluded or confidential or in good faith was mistakenly or inadvertently omitted from deduction of the representation fee.

6. Legal Requirements

Provisions in this clause are further conditioned upon all other requirements set by statute.

C. Union Political Action Committee

Pursuant to legislation, the State shall upon presentation of a proper and duly authorized form, deduct from the salary of each employee in the negotiations unit a sum specified by the Union and not to exceed the limits prescribed by law, for the purpose of contributing to an appropriate Union Political Action Committee.

This provision applies to present and future members and non-member employees in the negotiations units.

The fee deduction referred to above shall be forwarded to the Union promptly and in accordance with the provisions of applicable law.

ARTICLE VII GRIEVANCE PROCEDURE

A. Grievance Definition

A "grievance" is:

1. A claimed breach, misinterpretation or improper application of the terms of this Contract (contractual grievance); or

2. A claimed violation, misinterpretation, or misapplication of rules or regulations, existing policies, agreements, administrative decisions, or laws, applicable to the agency or department which employs the grievant which establish terms and conditions of employment (non-contractual grievance). For purposes of this Contract, terms and conditions of employment shall be those matters which intimately and directly affect the work and welfare of the employees covered

hereunder and on which the negotiated agreement will not significantly interfere with the exercise of inherent managerial prerogatives pertaining to the determination of governmental policy.

B. Purpose and Employee and Union Rights

1. The purpose of this procedure is to provide the exclusive vehicle for prompt and equitable solutions and settlements of individual employee grievances and Union grievances arising from the administration of this Contract and/or other conditions of employment.

2. It is agreed that the individual employee is entitled to use this grievance procedure in conjunction with the Union in accordance with the provisions hereof.

3. No reprisal of any kind shall be taken against any participant in this grievance procedure by reason of proper participation in such procedure.

4. Nothing in this Contract shall be construed as compelling the Union to submit a grievance to arbitration or to represent an employee before the Department of Personnel. The Union's decision to request the movement of any grievance at any step or to terminate the grievance at any step shall be final as to the interests of the grievant and the Union.

C. Scope of the Grievance Procedure

1. It is understood by the parties that this grievance procedure represents the exclusive process for the resolution of disputed matters arising out of the Grievance Definition, sections A.I. and 2. above, except for those specific matters listed below:

a. The following matters may only be appealed directly to the Department of Personnel subsequent to proper notification to the responsible local management officials:

1. Out-of-title-work
2. Position Classification and re-evaluation review
3. Layoff and recall rights
4. Merit System examination procedures for which an appeal exists
5. Removal at completion of working test period
6. Leave of absence due to job-related injury or disease.

b. A claim of improper and unjust discipline against an employee shall be processed in accordance with Article VIII, Discipline, of this Contract.

2. A claimed breach, misinterpretation or improper application of Article III, Merit System Laws, Rules and Regulations of this Contract is grievable only as an A.2. grievance.

3. Reference by name, title or otherwise in the Contract to laws, rules, regulations, formal policies or orders of the State shall not be construed as bringing any allegation concerning the breach interpretation or application of such matters within the scope of arbitrability as set forth in the Contract.

D. Filing of the Grievance

1. Any member of the collective negotiating unit may orally present and discuss his complaint with his immediate supervisor on an informal basis prior to filing a formal grievance at Step One.

2. In the event that the grievance has not been satisfactorily resolved on an informal basis then the grievance may be reduced to writing on a grievance form to be provided for such purpose. The grievance form shall contain a general description of the relevant facts from which the grievance derives and references to the sections of the Contract, and/or policies, which the grievant claims to have been violated.

3. All such grievances shall be given in writing to the designated representative of the party against whom it is made on "grievance forms" to be provided by the State. If forms are not made reasonably available to employees, a grievance may be filed in writing without a form provided that such grievance adequately sets forth the nature of the grievance and describes the policies and/or articles of the Contract that are alleged to have been violated. Such forms shall make adequate provision for the representative of each of the parties hereto to maintain a written record of all action taken in handling and disposing of the grievance at each step of the Grievance Procedure.

4. When a grievance is initiated, the original forms shall be forwarded to the Personnel Officer of the appropriate operating agency and to the appropriate Union office: Local 195 at Union Headquarters, 49 West Prospect Street, East Brunswick, NJ, 08816, or Local No. 518, New Jersey State Motor Vehicle Employees Union, SEIU, AFL-CIO to Nicholas Minutillo, 28 LaSalle Avenue, Hasbrouck Heights, NJ 07604; and the employee representative copy shall be forwarded

to the appropriate Union representative. After the grievance is resolved, the copies shall be distributed as designated on the grievance form.

5. Where the subject of a grievance suggests it is appropriate, and where the parties mutually agree, such grievance may be initiated at or moved to any step of the procedure, prior to arbitration without hearing at a lower step.

6. Where a grievance directly concerns and is shared by more than one (1) grievant, such group grievance may properly be initiated at the first level of supervision common to the several grievants. The presentation of such group grievance will be by the appropriate Union representative and one (1) of the grievants, designated by the Union. Where the group contains more than ten (10) grievants and where because of the unique circumstances of the case more than one grievant is necessary the Union may be permitted to designate two (2) of the affected grievants for the presentation of the grievance. A group grievance may only be initiated by the Union. Where individual grievances concerning the same matter are filed by several grievants, it shall be the option of the State to consolidate such grievances for hearing as a group grievance provided the time limitations expressed elsewhere herein are understood to remain unaffected and the Union shall be notified of this action.

E. Grievance Time Limits and Time Limits for Management Response s

1. A grievance must be filed initially within thirty (30) calendar days from the date on which the act which is the subject of the grievance occurred or thirty (30) calendar days from the date on which the grievant should reasonably have known of its occurrence. Other references to days in this process unless otherwise indicated are working days of the party to which they apply.

2. Final decision after a scheduled hearing shall be rendered in writing to the grievant and to either Local No. 195 at Union Headquarters, 49 West Prospect Street, East Brunswick, NJ, 08816, or Local No. 518, New Jersey State Motor Vehicle Employees Union, SEIU, AFL-CIO to Nicholas Minutillo, 28 LaSalle Avenue, Hasbrouck Heights, NJ 07604 within the following time limits or within fifteen (15) calendar days after the conclusion of the conference at Step One or hearing at Step Two, and twenty-five (25) calendar days after the conclusion of the hearing at Step Three, whichever is later.

a. At Step One, within eight (8) calendar days of the receipt of the grievance

b. At Step Two within fifteen (15) calendar days of the receipt of the appeal from the Step One decision.

c. At Step Three within twenty-five (25) calendar days of the receipt of the appeal from the Step Two decision.

3. Should a grievance not be satisfactorily resolved, or should the employer not respond within the prescribed time periods, either after initial receipt of the grievance or after a hearing, the grievance may be appealed within ten (10) calendar days to the next step. The lack of response to a grievance by the State within prescribed time periods, unless time limits have been extended by mutual agreement, should be construed as a negative response. If there is no response in the prescribed time limits, the Union may either appeal the grievance to the next level or wait for the written decision.

4. When a grievance appeal is to be filed, the State representative at the last hearing shall inform the grievant of the name and position of the next higher level of management to whom the appeal should be presented.

5. All of the time limits contained in this Article may be extended only by mutual agreement of the parties and shall be confirmed in writing, and the involved management representative will undertake such written confirmation.

6. If, at any step in the grievance procedure, the State's decision is not appealed within the appropriate prescribed time, such grievance will be considered closed and there shall be no further appeal or review.

7. No adjustment of any grievance shall impose retroactivity beyond the date on which the grievance was initiated or the thirty (30) calendar days provided in section E.I. above except that payroll errors shall be corrected to date of error.

F. Grievance Steps and Arbitration (Grievance Steps and Arbitration for Employees at State Colleges and Universities are set forth in Letter of Agreement #31)

1. Step One

In the event the matter is not resolved informally, the grievant may submit his grievance in writing to the first level of supervision designated to consider the matter. Management shall either decide to have the designated supervisor consider the grievance or directly forward the grievance to be processed in accordance with Step Two. In the event management decides to move the grievance to Step Two, management will notify the grievant in writing within eight (8) calendar days of the receipt of the grievance. If management decides to have its designated supervisor consider the matter with the grievant, the designated supervisor shall render a determination in writing and in keeping with the time limits set forth in paragraph E. above of this Article. The appropriate Union representative shall be an employee (see paragraph J. below).

2. Step Two

If the grievant is not satisfied with the disposition of the grievance at Step One, he may appeal to the highest management representative or other designated individual. The management representative or his designee shall conduct a hearing. The appeal shall be accompanied by the decisions at the preceding level and any written record that may have been made a part of the preceding hearing. In the event the grievance has been moved directly to Step Two pursuant to management's option set forth in Step One, then the time limits established under paragraph E. above for Step Two shall be applied from the date such grievance was received by the highest operational management representative. The employee shall be notified of such movement to Step Two. The appropriate Union representative shall be an employee (see paragraph J. below).

3. Step Three

a. In the event that the grievance has not been satisfactorily resolved at Step Two, then an appeal to the Department or Agency Head or his designee may be made in writing. The appeal shall be accompanied by the decisions at the preceding levels and any written record that has been made a part of the proceedings. The Department or Agency Head, or his designee, shall hear the grievance and shall thereafter issue a written decision to the grievant, a copy of which shall be sent by mail to either Local No. 195 at Union Headquarters, 49 West Prospect Street, East Brunswick, NJ, 08816, or Local No. 518, New Jersey State Motor Vehicle Employees Union, SEIU, AFL-CIO to Nicholas Minutillo, 28 LaSalle Avenue, Hasbrouck Heights, NJ 07604. The Union Representative shall be an appropriate Union official who is not an employee of the State and/or another appropriate Union Representative who is an employee (see paragraph J. below).

b. If the decision involves a non-contractual grievance as defined in A.2. above the decision of the Department Head or his designee shall be final, except as provided below.

4. Appeal to the Governor's Office of Employee Relations

a. In the event the grievance has not been satisfactorily resolved at Step Three and it is a non-contractual grievance as defined in A.2. above or an alleged violation of Article IV, Non-Discrimination, of the Contract, which is not legally arbitrable under the Contract, the Union may submit the grievance to the Governor's Office of Employee Relations within fourteen (14) calendar days of receipt of the decision at Step Three.

b. If an appeal is not made in a timely fashion the decision of the Department Head or designee shall be final.

c. The Governor's Office of Employee Relations shall schedule grievance meetings on a quarterly basis with the Union so that the Union may present its position on the grievances submitted to the Governor's Office of Employee Relations during that quarter for consideration. The parties may mutually agree to schedule additional meetings. The appropriate Union representatives shall be an appropriate non-employee representative and no more than two (2) other appropriate Union officers who shall be employees of the State but not employed by the same Department of State government. The Governor's Office of Employee Relations shall render a decision on each grievance within thirty (30) days of the grievance meeting.

d. The Union agrees that such grievances will be screened through its internal mechanisms prior to submission to the Governor's Office of Employee Relations under this procedure.

5. Arbitration

a. In the event that the grievance has not been satisfactorily resolved at Step Three and the grievance involves an alleged violation of the Contract as described in the definition of a

grievance in A.I. above, then a request for arbitration may be brought only by the Union, through its President or one of the Business Agents or Attorney within twenty-two (22) calendar days from the day the Union received the Step Three decision by mailing a written request for arbitration by certified or registered mail to the Director of the Governor's Office of Employee Relations. All communications concerning appeals and decisions at this step shall be made in writing. A request for arbitration shall contain the names of the Department or Agency and employee involved, copies of the original grievance, appeal documents and written decisions rendered at the lower steps of the grievance procedure. 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. Neither party will unreasonably deny the request of the other party for such a conference.

b. Within thirty (30) days of the execution of this Contract, the parties shall mutually agree upon a panel of three (3) arbitrators. Each member of the panel shall serve in turn as the sole arbitrator for a given case except that when circumstances appear to warrant and the parties mutually agree, the designated arbitrator shall hear any number of grievances which are appropriate at one sitting. If a member of the panel is unable to serve, the next member in sequence shall then serve. In the event that parties are unable to agree upon a panel of arbitrators within thirty (30) 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 mutually agree upon a panel.

c. The arbitrator shall not have the power to add to, subtract from, or modify the provisions of this Contract or laws of the State, or any policy of the State or sub-division thereof or to determine any dispute involving the exercise of a management function which is within the authority of the State as set forth in Article II, Management Rights, and shall confine his decision solely to the interpretation and application of this Contract. He shall confine himself to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to him, nor shall he submit observations or declaration of opinions which are not essential in reaching the determination. Unless designated as advisory pursuant to any other Article of this Contract, the decision or award of the arbitrator shall be final and binding consistent with applicable law and this Contract. In no event shall the same question or issue be the subject of arbitration more than once. The arbitrator may prescribe an appropriate back pay remedy when he finds a violation of this Contract, provided such remedy is permitted by law and is consistent with the terms of this Contract. If the arbitrator renders a back pay award, then in accordance with State policy, appropriate benefits will be restored to the employee for the period of time covered by the back pay award. The arbitrator shall have no authority to prescribe a monetary award as a penalty for a violation of this Contract. The fees and expenses of the arbitrator shall be divided equally between the parties. Any other cost of this proceeding shall be borne by the party incurring the cost.

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

G. Grievance Investigation-Time Off

1. When a grievance has been formally submitted in writing and the Union represents the grievant, and where the Union Steward or an appropriate Officer requires time to investigate such grievance to achieve an understanding of the specific work problem during working hours, the Steward or Officer will be granted permission and reasonable time, to a limit of one (1) hour, to investigate without loss of pay. It is understood that the supervisor shall schedule such time release providing the work responsibilities of the Steward or Officer and of any involved employee are adequately covered and providing further there is no disruption of work. Such time release shall not be unreasonably withheld and upon request may be extended beyond the one (1) hour limit for specified reasons, if in the judgment of the supervisor, the circumstances warrant an exception to this limit. Where a Union Steward serves a mutually agreed upon grievance district encompassing two (2) or more geographically separate work locations and where the circumstances require it, a supervisor may authorize a maximum of two (2) hours for any appropriate investigation of grievances.

2. Such time release shall not be construed to include preparation of paperwork, record keeping, conferences among Union officials nor preparation for presentation at a grievance hearing.

H. Time Off For Grievance Hearings

1. An employee and his designated employee representative shall be allowed time off without loss of pay:

a. as may be required for appearance at a hearing of the employee's grievance scheduled during working hours;

b. for necessary travel time during working hours.

2. If the hearing extends beyond the employee's normal working hours or is held other than during his normal working hours, compensatory time equal to the additional time spent at the hearing shall be granted but such time shall not be considered time worked for the computation of overtime.

3. Where the employee or the Union requests employee witnesses, permission for a reasonable number of witnesses required during the grievance proceedings will be granted. A witness at such proceedings will be permitted to appear without loss of pay for the time of appearance and travel time as required if during his normal scheduled working hours. If such appearance is permitted during other than the employee's normal working hours, or extends beyond the employee's normal working hours, compensatory time equal to the additional time required shall be granted but such time shall not be considered time worked for computation of overtime.

I. General Rules and Procedures

1. Grievance resolutions or decisions at Steps One and Two shall not constitute a precedent in any arbitration or other proceeding unless a specific agreement to that effect is made by the Governor's Office of Employee Relations with the Union President or one of the Business Agents.

2. Where an individual grievant initiates a grievance, such grievance shall only be processed through Union representation.

3. The Union, through its stewards or other authorized Union representative may initiate an A.I. grievance at Step Two of this procedure.

4. Relevant and necessary public information material and documents concerning any grievance will be provided by the Union and the State upon request to the other.

5. Copies of any written documents which are introduced into evidence by the State and relied upon by the State hearing officer during any disciplinary or grievance hearings will be given to the Union if they have not been previously transmitted to the Union.

6. No grievance settlement reached under the terms of the Contract shall add to, subtract from or modify any terms of this Contract.

7. At Steps Two and beyond in the grievance procedure, if a hearing is held witnesses may be heard and pertinent records received.

8. Witnesses who appear at any step as provided in this procedure may be examined or cross-examined by the State or Union representative.

J. Appropriate Union Representatives and Grievance Districts

1. a. Each State institution or facility at which more than twenty-five (25) employees are assigned shall constitute one or more grievance districts. Where there are more than fifty (50) employees assigned to any such institution or facility, the involved Department or Agency Head or his designee may require that such institution or facility be structured into additional grievance districts provided that grievance districts encompassing fewer than fifty (50) employees may not be required.

b. Step One

The appropriate representative at Step One shall be the recognized Union Steward, who shall be an employee within the grievance district. In the event the grievance district does not have a designated and duly authorized steward, the Union may request of the involved Department or Agency that the Union's Business Agent or other appropriate non-employee Union representative be permitted to represent the grievant, or the involved Department or Agency may move the matter to the next higher step for hearing. Such request shall not be unreasonably denied. It is understood that the Union will make every effort to appoint appropriate stewards in each grievance district and the above privilege will not be abused by the Union.

c. Step Two

The appropriate representative at Step Two shall be the recognized Union Steward or another recognized Union Officer who is an employee within the grievance district or districts encompassed by an institution or facility. In the event the grievance district does not have a designated and duly authorized steward, the Union may request of the involved Department or Agency that one of the Union's Business Agents or other appropriate non-employee Union representative be permitted to represent the grievant, or the involved Department or Agency may move the matter to the next higher step for hearing. Such request shall not be unreasonably denied. It is understood that the Union will make every effort to appoint appropriate stewards in each grievance district and the above privilege will not be abused by the Union.

d. Step Three and Arbitration

The appropriate representative at Steps Three and Arbitration shall be the recognized Union Steward or another recognized Union Officer who is an employee within the grievance district or districts encompassed by the institution or facility and/or an appropriate Union Official who is not an employee of the State.

2. a. Departments or Agencies having employees not encompassed within grievance districts by the terms of J.I.a. above, shall meet with the Union to establish mutually agreed upon grievance districts consistent with the operational needs of the Department or Agency and with the Union's representational responsibilities. This may be accomplished by adding groupings of employees to grievance districts with the same Department or Agency established under section J.I.a. above, and/or by establishing mutually agreed upon separate grievance districts, within Departments or Agencies, encompassing ten (10) or more employees.

b. Where appropriate, mutually agreed upon grievance areas within Department or Agencies encompassing five (5) or more grievance districts, may be separately established pursuant to subparagraph a. above.

c. Step One

The appropriate representative at Step One shall be the recognized Union Steward, who shall be an employee within the grievance district.

d. Step Two

The appropriate representative at Step Two shall be the recognized Union Steward or another recognized Union Officer who is an employee within the grievance district or any established grievance area encompassing the involved grievance district.

e. Step Three and Arbitration

The appropriate representative at Step Three and Arbitration shall be the recognized Union Steward or another recognized Union Officer who is an employee within the grievance district or any established grievance area encompassing the involved grievance district and/or an appropriate Union Official who is not an employee of the State.

3. The Union may designate an alternate Union Steward from within a grievance district, to serve where the Union Steward is unavailable, except that in any grievance district encompassing fifty (50) or more employees the Union must designate an alternate Union Steward. Further, where the Union plans to designate representatives other than Union Stewards to serve as Step One and Step Two representatives, the Union must also designate alternate representatives, under the same conditions as apply to such other representatives, to serve when such other representatives are not available.

4. Where a Department or Agency cannot agree upon a grievance district plan, either the Department or Agency or the Union may bring the matter to the attention of the Office of Employee Relations, and the matter will then be discussed at that level.

5. Grievance district plans shall be reviewed periodically and revised where necessary.

6. Within thirty (30) days of the execution of this Contract, each Department or Agency shall supply the Union with a geographic breakdown of the number of unit employees at each work location.

**ARTICLE VIII
DISCIPLINE**

A. The terms of this Article shall apply to permanent career service employees and probationary employees disciplined during their working test period. Unclassified and provisional employees shall only be covered where such is specifically provided.

B. Discipline of an employee shall be imposed only for just cause. Discipline under this Article means official written reprimand, fine, suspension without pay, reduction in grade or dismissal from service, based upon the personal conduct or performance of the involved employee. Dismissal from service or reduction in grade based upon a layoff or other operational judgment of the State shall not be construed to be discipline.

C. Just cause for discipline up to and including dismissal from service shall include those causes set forth in N.J.A.C. 4A:2-2.3. This list of causes set forth in N.J.A.C. 4A:2-2.3 is not exclusive and discipline up to and including dismissal from service may be made for any other combination of circumstances amounting to just cause.

D. The burden of proof in disciplinary procedures shall be upon the State, except as otherwise provided.

E. Where an appointing authority or his designee imposes or intends to impose discipline pursuant to paragraph C. above, written notice of such discipline shall be given to the employee. Such notice shall contain a specification of the nature of the charge, a general description of the alleged acts and/or conduct upon which the charge is based and the nature of the discipline.

F. 1. The name of any employee who is notified of suspension or dismissal pursuant to paragraph E. above shall be transmitted to the Union as soon as is feasible and not to exceed seventy-two (72) hours after such notice. The notice shall specify the imposed or anticipated penalty.

2. The Union shall be notified within seventy-two (72) hours of notification to the employee that he has been dismissed at the end of the working test period.

G. Departmental Hearing Procedures for Permanent Career Service Employees and Probationary Employees Disciplined During Their Working Test Period

1. Any appeal relating to the involved disciplinary matter must be filed by the employee within fourteen (14) calendar days of notice of discipline to the employee involved. The Department or Agency Head, or his designee, will convene a hearing within twenty (20) calendar days after receipt of such disciplinary appeal. The designee of the Department or Agency Head shall not be an individual who was personally involved in the facts of the dispute. The Department or Agency Head, or his designee, shall render a written decision within twenty (20) calendar days from the date of such hearing. The employee may be represented at such hearing by the appropriate Union representative who is an employee and/or a non-employee Union representative consistent with the representation provisions for Step Three in J.1.d. of Article VII, Grievance Procedure. Witness rights and procedural hearing requirements shall be as set forth in Article VII.

2. The decision rendered at the departmental hearing shall be final as to official written reprimands.

H. Probationary Employees Disciplined During Their Working Test Period and Permanent Career Service Employees' Appeal Procedures Beyond the Departmental Hearing for Major Discipline

1. Major disciplinary penalties may be appealed to the Merit System Board, pursuant to Merit System Board Rules. Such appeal must be received by the Merit System Board within twenty (20) days after the date of receipt of the decision rendered in paragraph G. The Merit System Law and the Rules and Regulations promulgated thereunder shall govern the disposition of such a request or petition.

2. Major disciplinary penalties are as follows:

a. Suspension or fine of more than five (5) days at one time;

b. Suspension or fine for five (5) working days or less where the aggregate number of days suspended or fined in any one calendar year is fifteen (15) working days or more. The last

suspension or fine where an employee receives more than three (3) suspensions or fines of five (5) working days or less in a calendar year;

- c. Demotion;
- d. Discharge.

I. Permanent Career Service Appeal Procedures Beyond the Departmental Hearing for Suspensions of One Through Five Days

1. There is hereby established a Joint Union/Management Panel consisting of two (2) individuals selected by the State and two (2) individuals selected by the Union and a third party neutral mutually selected by the parties. The purpose of this panel is to review appeals from Departmental determinations upholding disciplinary suspensions of one (1) through five (5) days.

2. In order for a disciplinary appeal to be considered by the panel, the involved employee must be a permanent career service employee, except as otherwise provided under paragraph K. below. The involved employee must file a written notice of appeal with the Department or Agency Head or designee who issued the decision upholding the disciplinary action. Such notice must be filed within ten (10) days of the issuance of such decision. The Department or Agency Head or designee will promptly forward a copy of such notice to the Office of Employee Relations and the Union, together with a copy of the decision and any other documents that have been made a part of the record of the matter.

3. Within ten (10) days of receipt of the Notice of Appeal, the Union President or Union's Business Agent shall notify the Governor's Office of Employee Relations in writing, whether it wishes to have such matter reviewed by the panel.

4. The panel shall meet once each month providing that there are at least ten (10) matters to be considered. If in any month there is no meeting because there are fewer than ten (10) cases on the agenda, there will be a meeting the following month if there are any cases to be heard. The parties may mutually agree to schedule additional meetings if necessary. The agenda of each monthly meeting shall consist of all matters as to which the Union has requested panel considerations provided that the request is received at least seven (7) calendar days prior to the scheduled date of the panel meeting.

5. The panel considerations shall be based upon the Department or Agency Head or designee's decision and any documents that have been made a part of the record of the matter before such Department or Agency Head or designee. The State and Union panel members shall discuss each matter on the agenda and with the assistance of the neutral panel member, attempt to jointly resolve the appeal. Where the State and Union panel members agree, the appeal shall be dismissed or upheld, or the involved penalty may be reduced. Where the State and Union panel members do not agree as to the disposition of the appeal, the neutral panel member will determine whether the matter raises issues which may warrant submission to arbitration. In the event the neutral determines that the matter does not raise issues which may warrant submission to arbitration, such determination shall be final and the matter closed.

6. The neutral shall maintain a written record of the disposition of each matter which shall be signed by each panel member. Unless mutually agreed to the contrary, the written disposition of each matter shall be made at the panel meeting at which it is considered, and a copy shall be provided to each panel member.

7. In the event the neutral determines that a case raises issues which may warrant submission to arbitration, the Union may elect to appeal to disciplinary arbitration as provided herein. The neutral panel member may not serve as the arbitrator for any matter which has been submitted to the panel.

8. The fees of the neutral panel member will be shared equally by the parties.

9. Only minor disciplinary cases determined by the neutral panel member to warrant submission to arbitration, may be appealed to arbitration.

J. Arbitration

1. An appeal of a minor discipline to disciplinary arbitration may be brought only by the Union through the President, Business Agent or Attorney, by mailing a written request for disciplinary arbitration to the Director of the Governor's Office of Employee Relations, which must be postmarked within eighteen (18) calendar days from the receipt of the decision rendered in section I.6. above. A request for disciplinary arbitration shall contain the name of the Department

or Agency and the employee involved, a copy of the original grievance, the notice of discipline and any written decisions rendered concerning the matter.

2. a. The only matters that may be arbitrated are cases properly appealed from the minor disciplinary panel. The sole determination to be made by the arbitrator shall be the guilt or innocence of the employee and he shall, therefore, sustain the penalty imposed or vacate it by his opinion and award, however, the arbitration decision rendered shall be complete. He shall neither add to, subtract from, nor modify any of the provisions of this Contract by any award.

b. The arbitrator's opinion shall contain a short statement of the nature of the proceedings, the positions of the parties and specific findings and conclusions based on the facts. In addition, the arbitrator's opinion shall discuss any of the testimony, evidence or position of the parties which merit special analysis or explanation.

3. The fees and expenses of the arbitrator and the recording of the procedure shall be divided equally between the parties. Any other cost of this proceeding shall be borne by the party incurring the cost.

4. Should the arbitrator's decision recommend reinstatement with back pay for the period of suspension, termination of services or reduction in grade, the employee may be paid for hours he would have worked in his normally scheduled work week, at his normal rate of pay, but not exceeding forty (40) hours per week or eight (8) hours per day, less any deductions required by law or other offsetting income, for the back pay period specified by the arbitrator.

5. Within thirty (30) days of the execution of the Contract, the parties shall mutually agree upon a panel of not less than five (5) disciplinary arbitrators. Each member of the panel shall serve in turn 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. In the event the parties are unable to agree upon a panel of arbitrators within thirty (30) 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. The disciplinary arbitrator shall hold a hearing at a place convenient to the parties as soon as possible after the request for arbitration but not later than thirty (30) days after the arbitrator accepts the case. The arbitrator shall issue his decision within thirty (30) days after the close of the hearing.

K. Unclassified and Provisional Employees Discipline Procedures

1. The following shall constitute the disciplinary appeal procedure rights for unclassified and provisional employees who have been employed in such capacity for a minimum of six (6) months. Upon request of the employee, the employee may be represented by the Steward, or a non-State employee representative of the Union consistent with the representation provisions of this Article through the departmental hearing level.

2. In all disciplinary matters except dismissal from service such employees shall be entitled to utilize the provision of this Article through the Departmental hearing level. Suspensions of one through five days may be appealed to the minor panel pursuant to section I.

3. In the event an unclassified or provisional employee is dismissed from State employment without receiving specific written reasons and such dismissal is not related to fiscal problems or programmatic changes and in the judgment of the State such dismissal is not of a nature whereby the employee must be immediately removed from the work location, the State shall provide the employee with at least ten (10) calendar days notice in advance of the dismissal.

Unless there are exceptional circumstances, when such employees are dismissed from State employment due to misconduct, management shall serve the employee with the specific written reasons relating to the misconduct. The employee may request and shall be granted a hearing by the department or agency head or his designee, whose decision shall be final. Time limits shall apply as provided in this Article. The burden of proof for unclassified employees shall be on the employee.

4. It is understood that nothing herein shall be construed as limiting the State from exercising its inherent discretion to terminate employees who serve at the pleasure of the Department or Agency head, (i.e., unclassified employees) without stating the reasons therefore. Dismissal related to job performance shall not fall within the purview of this Article. Grievances concerning the interpretation of this Article shall be processed as non-contractual Article VII, A.2. grievances.

5. a. In no event shall the provisions of this Article apply where the employee is being removed as a result of the certification of a Merit System Board eligible list.

b. Nothing in this Article shall be construed as a waiver of any rights any employee may have under any Statute or Merit System Board regulation.

6. Unclassified employees not covered by a statutory disciplinary procedure, who have served in unclassified titles for a minimum of six consecutive years may appeal a Departmental level decision involving major discipline, for just cause, as defined under sections H.2.a. through d. of this Article, to the Governor's Office of Employee Relations.

7. An appeal to the Governor's Office of Employee Relations may be brought by the employee through the Union by mailing a written request for review of the Departmental decision to the Governor's Office of Employee Relations by certified or registered mail. Such request for review must be postmarked within fifteen (15) calendar days from receipt of the decision rendered by the Department. The request shall contain the name of the Department or Agency and the employee involved, a copy of the original appeal, the notice of discipline and the written decision rendered.

8. The Governor's Office of Employee Relations will meet with the Union to review the record of the discipline within 30 days of receipt of the appeal from the Union. If the discipline appeal is not resolved at that meeting it shall be so noted in writing. The Union may elect to appeal the discipline to binding arbitration. The appeal shall be sent to the Governor's Office of Employee Relations (by registered or certified mail) and postmarked within eighteen (18) calendar days from the GOER/Union written determination.

9. The arbitrators hearing these appeals shall come from the panel selected to hear minor discipline appeals from the Joint Union Management Panel. The arbitrator shall hold a hearing at a place convenient to the parties as soon as possible after the request for arbitration but not later than thirty (30) days after the arbitrator accepts the case.

10. The arbitrators shall confine themselves to determinations of guilt or innocence and the appropriateness of penalties and shall neither add to, subtract from, nor modify any of the provisions of this Agreement by any award. The arbitrator's decision with respect to guilt, innocence or penalty shall be final and binding upon the parties. In the event the arbitrator finds the employee guilty, the arbitrator may approve the penalty sought or imposed, or modify such penalty as appropriate to the circumstances, in accord with discipline as set forth in paragraph B. of this Article. Removal from service shall not be substituted for a lesser penalty. In the event the arbitrator finds the employee innocent or modifies a penalty, he may order reinstatement with back pay for all or part of a period of an imposed suspension or reduction in grade or period that the employee was dismissed from service in determining the penalty to be imposed.

11. Should the arbitrator's award provide for reinstatement with back pay for all or part of a period of suspension, termination of service or reduction in grade, the employee may be paid for the hours he would have worked in his normally scheduled workweek at his normal rate of pay but not exceeding forty (40) hours per week or eight (8) hours per day, less any deductions required by law or other offsetting income for the back pay period specified by the arbitrator.

12. The arbitrator's decision shall contain a short statement of the nature of the proceedings, the positions of the parties and specific findings and conclusions on the facts. In addition, the arbitrator's decision shall discuss any of the testimony, evidence or positions of the parties which merit special analysis or explanation. The arbitrator shall not substitute a more severe penalty than has been imposed by the State.

13. The fees and expenses of the arbitrator shall be divided equally between the parties. Any other cost of this proceeding shall be borne by the party incurring the cost.

L. General Provisions

1. In the event a formal charge of misconduct is made by the State against an employee and, if he so requests, he shall be entitled to a representative of the Union only as a witness or as an advisor during any subsequent interrogation of the employee concerning such charge. No recording of such procedure shall be made without notification to the employee and there shall be no presumption of guilt. The employee and/or the Union, if present, may request and receive a copy of such recording. Where an employee is interrogated during the course of an investigation and when there is reasonable likelihood that the individual being questioned may have formal

charges preferred against him, the nature of those contemplated charges shall be made known to the employee who shall then, if he so requests, be entitled to a representative of the Union, only as a witness or as an advisor, during subsequent interrogation concerning the charge provided that the interrogation process shall not be delayed and/or the requirement to expedite any official duty not be impaired.

2. A permanent career service employee must be served with a Preliminary Notice of Disciplinary Action setting forth the charges and afforded the opportunity for a hearing prior to imposition of major discipline, except:

a. An employee may be suspended immediately and prior to a hearing where it is determined that the employee is unfit for duty or is a hazard to any person if permitted to remain on the job, or the immediate suspension is necessary to maintain the health, safety, order or effective direction of public services.

b. An employee may be suspended immediately when the employee is formally charged with a crime of the first, second or third degree or a crime of the fourth degree on the job or directly related to the job.

c. Where a suspension is immediate under section 2.a. or 2.b. of this paragraph, and is without pay, the employee must first be apprised either orally or in writing, of why an immediate suspension is sought, the charges and general evidence in support of the charges and provided with sufficient opportunity to review the charges and the evidence in order to respond to the charges before a representative of the appointing authority. The employee may be represented by an authorized union representative. The response may be oral or, in writing, at the discretion of the appointing authority.

3. a. Nothing in this Article of the Contract shall be construed to limit the right of the State to implement any disciplinary action notwithstanding the pendency of any appeal proceeding. Where a fine is imposed as a disciplinary measure and the matter is appealed within the disciplinary procedure provided in this Contract and where the fine is \$100 or more, the enforcement of the fine will be withheld upon request of the employee being fined pending hearings and final disposition of the appeal as provided herein, provided the grievant continues in his employment with the State.

b. Notwithstanding the time limits set forth above, where a suspension or discharge disciplinary action is implemented prior to Departmental or Agency hearing, every effort will be made to hold the hearing and issue a decision within ten (10) calendar days of the filing of the appeal (excluding holidays and weekends) provided that the involved employee files the appeal within five (5) calendar days of notice of discipline (excluding holidays and weekends).

4. Where the implemented penalty involves a suspension of not more than five (5) days and the expedited hearing and decision provisions of section 3.b. above of this paragraph are not met, then the employee's salary shall be paid as if the suspension had not been implemented until such time as the matter is finally resolved. If the final resolution upholds the discipline, the salary for the days on which the employee was suspended will be deducted from his current salary at the rate which was in effect at the time of the suspension. This provision shall not apply where any delay in the Departmental hearing is contributed to by the Union or the grievant.

5. Where criminal charges are initiated, the right of the employee to representation by his attorney shall not be violated.

6. An employee shall not be disciplined for acts which occurred more than one (1) year prior to the service of the Preliminary Notice of Discipline, except for those acts which would constitute a crime. The employee's whole record of employment, however, may be considered with respect to the appropriateness of the penalty to be imposed.

7. When any permanent employee files an appeal of a preliminary written notice of removal for disciplinary reasons and when the appropriate Union representative designated to handle the case requests time off to investigate such action in order to achieve an understanding of the specific work problem the appropriate Union representative will be granted permission and reasonable time, to a limit of one (1) hour to investigate without loss of pay. It is understood that the supervisor shall schedule such time release providing the work responsibilities of the appropriate Union representative and of any involved employee are adequately covered and providing further that there is no disruption of work. Such time release shall not be unreasonably withheld and upon request may be extended beyond the one (1) hour limit for specified reasons,

if in the judgement of the supervisor, the circumstances warrant an exception to this limit. Where a Union Steward serves a mutually agreed upon grievance district encompassing two (2) or more geographically separate work locations and where the circumstances require it, a supervisor may authorize a maximum of two (2) hours for any appropriate investigation.

Such time release shall not be construed to include preparation of paperwork, record keeping, conferences among Union officials nor preparation for presentation at a disciplinary hearing.

ARTICLE IX SENIORITY

A. Permanent Employees

1. Employees shall be considered to have State seniority upon successful completion of the probationary period (working test period) for any permanent position, effective on the first day worked following such successful completion but computed from the date of initial hire. Such State seniority is accumable unless there is or has been a break in service as set forth below or during such time an employee serves a disciplinary suspension.

2. Employees shall be considered to have job classification seniority upon successful completion of the probationary period (working test period) for the job classification effective on the first day worked following such successful completion but computed from the date of initial hire or promotion to the particular job classification. Such job classification seniority is accumable unless there is or has been a break in services as set forth below or during such time an employee serves a disciplinary suspension.

3. A break in continuous service occurs when an employee resigns, is discharged for cause, retires or is laid off; however, employee State and job classification seniority accrued prior to layoff shall be continued upon recall and reemployment, and the provisions of Article XXXVIII shall apply.

4. In the case where an employee is promoted but does not successfully complete the probationary period (working test period), he may be returned to his previous job classification in his most recent location or his then current location if practicable, without loss of job classification or State seniority.

5. The State agrees to supply current seniority lists to the Union on a semiannual basis.

6. This Article shall not apply to the computation or application of seniority in determination of individual rights administered by the Department of Personnel, such as layoff and promotional rights. In such circumstances seniority determinations and applications shall be determined by the Department of Personnel. The terms and conditions of seniority pertaining to layoff and promotions are fully set forth in statutes and in the Merit System Board Regulations and are intended to be observed in the administration of this Contract. The provisions above are not intended to vary the application of the seniority provisions under rule or law as they pertain to layoff and promotional matters.

B. Provisional and Probationary Employees

1. Provisional and probationary employees (serving working test period), who have accrued State seniority under paragraph A. of this Article, shall continue to be considered to have the State seniority accumulated and shall continue to accumulate such seniority as long as such permanent status is maintained, subject to any break in service.

2. Except as provided in B.1. above, provisional and probationary employees (serving working test period) shall be considered to be without seniority. The absence of seniority shall not be construed to diminish the assignability of any employees to overtime or emergency work.

ARTICLE X HOURS OF WORK

- A.** The work week for each job classification within the unit shall be consistent with its designation in the State Compensation Plan.
- B.** 1. All employees shall be scheduled to work on a regular shift as determined by the appointing authority which work shift shall have stated starting and quitting times. The specific work shifts shall be posted within the work unit.
2. When schedule changes are made, the maximum possible notice shall be given and the employee's convenience shall be given consideration.
- C.** An employee whose shift is changed shall be given adequate advance notice which normally will be at least one (1) week and which shall not be less than seventy-two (72) hours, except in the case of an emergency. Should such advance notice not be given, an employee affected shall not be deprived of the opportunity to work the regularly scheduled work week.
- D.** 1. Work schedules shall provide for a fifteen (15) minute rest period during each one-half shift (except for employees of the Motor Vehicle Division within the Inspection and Security Unit where the present practice and procedure concerning work breaks will be observed).
2. Employees who are required to work beyond their regular quitting time into the next shift shall receive a fifteen (15) minute rest period when the period of work beyond their regular shift exceeds two (2) hours.
- E.** When an employee is called to work outside his regularly scheduled shift, he shall be compensated for the actual hours worked. He shall be guaranteed a minimum of two (2) hours compensation whether or not the two (2) hours are worked, except when the end of the call-in period coincides with the beginning of his regular shift.
- F.** The time sheet of an employee will be made available for inspection at his request.
- G.** Employees who are designated as "NL" may be treated as exceptions to the provisions of B.I. and E. above.

ARTICLE XI COMPENSATORY TIME BALANCES

- A.** When employees accumulate compensatory time balances, the appointing authority will provide administrative procedures to assure the employee that such compensatory time balances will not be taken away, but will be scheduled as time off or alternatively paid in cash.
- B.** Where operational needs permit, employee requests for use of compensatory time balances shall be honored. Priorities in honoring requests for use of compensatory time balances will be given to employees:
1. Where an emergency exists
 2. Where scheduled one (1) month in advance
 3. Where shorter notice of request is made
- C.** Employees are required to give reasonable advance notice of their desire to use compensatory time off.
- D.** Ordinarily, a maximum of sixty (60) hours of compensatory time may be carried by an employee. Where the balance exceeds sixty (60) hours, the employee and the supervisor shall meet to amicably schedule such compensatory time off.
- E.** An employee may be required to schedule compensatory time off in keeping with the needs of the work unit or department. Such a request will not be made in an arbitrary fashion.

ARTICLE XII OVERTIME

- A.** 1. Employees covered by this Contract will be compensated at the rate of time and one-half for overtime hours accrued in excess of the normal hours of the established work week. These compensation credits shall be taken in compensatory time or in cash.

2. When a work shift extends from one (1) day to the next it is considered to be on the day in which the larger portion of the hours are scheduled and all hours of the scheduled shift are considered to be on that day.

3. All holiday hours not worked for which an employee is compensated shall be regarded as hours worked for the computation of overtime in the work week.

4. Hours worked on a holiday are not considered hours worked for the computation of regular overtime in the work week but shall be compensated at time and one-half in addition to the holiday credit.

5. "Scheduled overtime" means overtime assigned prior to the day on which it is to be worked. Ordinarily scheduled overtime is planned and assigned in advance.

6. "Non-scheduled overtime" means assigned overtime made on the day on which it is to be worked.

7. "Incidental overtime" is a period of assigned non-scheduled overtime worked of less than fifteen (15) minutes.

B. 1. Overtime shall be scheduled and distributed by seniority on a rotational basis by occupational classifications within each functional work unit without discrimination provided it does not impair operations. Employees within their functional work unit who are qualified and capable of performing the work without additional training shall be called upon to perform such overtime work. To the extent that it is practical and reasonable to foresee, the State shall give the employee as much advance notice as possible relative to the scheduling of overtime work.

2. A list showing the rotational order and the overtime call status of each employee and a record of the total overtime worked and refused by each employee shall be maintained in the work unit. Such records shall be made available for inspection on request to Union Officers, Stewards and employees concerned.

3. The State will give advance notice of all scheduled overtime to each employee concerned. Such scheduled overtime will be assigned minimally in units of one (1) hour and in hourly or half-hourly increments thereafter when such overtime is to be performed contiguous to the employee's scheduled work shift. When overtime is scheduled not contiguous to the employee's work shift, it will be assigned minimally in units of two (2) hours and in hourly or half-hourly increments thereafter.

4. An employee who is assigned non-scheduled overtime in excess of fifteen (15) minutes will be guaranteed a minimum of one (1) hour's work and will be assigned overtime thereafter in one-half (1/2) hour increments. An employee who is called in for non-scheduled overtime shall be guaranteed a minimum of two (2) hours work except when the end of the call-in period coincides with the beginning of his regularly scheduled shift.

5. Where incidental overtime assignments are made, records of such time worked shall be kept and may be scheduled as compensatory time on an hour-for-hour basis unless the total time worked in the pay week in which they occur requires compensation at time and one-half in accordance with the Fair Labor Standards Act.

C. It is understood that each employee is expected to be available for overtime work. An employee who refuses an overtime assignment because of a reasonable excuse shall be considered to have worked for the purpose of determining equal distribution of overtime and will not be subjected to disciplinary action. Once an employee is scheduled and accepts an overtime assignment, he shall be subject to all State or Department rules and regulations and the appropriate provisions of this Agreement.

D. 1. On a semi-annual basis commencing with the implementation of this provision, the distribution of overtime shall be evaluated and assignments of overtime made thereafter reflect the approximate equalization of overtime for each employee in the work unit by job classification.

2. For the purpose of determining approximate equalization of overtime, any assignment offered, whether or not worked, will be considered as if it were worked.

3. To the extent that a disproportionate distribution of overtime exists because of special ability or inability to perform the work assignments, those hours will not be considered in the semi-annual equalization. This provision will not be abused.

E. 1. The provisions above concerning overtime do not apply to employees designated as "NL" or "N4".

2. Hours of work for "NL" employees may be adjusted by the responsible agency official in keeping with existing regulations and procedures.

F. Departments which have an ongoing operational need, on a regular basis, to assign employees' schedules which do not provide for five (5) consecutive workdays, will at the request of the Union, discuss such general scheduling needs with the Union.

ARTICLE XIII

EQUALIZATION OF EMERGENCY OVERTIME FOR SNOW AND ICE CONTROL

A. The opportunity to work emergency overtime for snow and ice control shall be extended to each employee eligible for such assignment on a rotational basis provided the employee is capable of performing the work. Such work shall be shared by all employees involved in the performance of this work without discrimination. Each employee is expected to be available for such emergency overtime work. An employee who refuses an assignment with a reasonable excuse will not be subject to disciplinary action; however, this provision may not be abused.

B. The distribution of such emergency overtime assignments shall reflect the approximate equalization of overtime for each employee in the work unit. For the purpose of determining approximate equalization of such emergency overtime, any assignment offered, whether or not worked, will be considered as if it were worked.

C. To the extent that a disproportionate distribution of hours exists because of special ability or inability to perform the work assignments, those hours will not be considered in the equalization. This provision will not be abused.

D. An employee who is scheduled and reports for an emergency work assignment is subject to all applicable State rules and regulations. During emergency work assignments each employee shall be covered by the Sick Leave Injury Program provided by the State and entitled to any appropriate benefits under that program.

E. Employees eligible for special emergency rates will receive either the special emergency rate or the employees' regular overtime rate when entitled to overtime under the Fair Labor Standards Act, whichever is greater.

ARTICLE XIV

EMERGENCY WORK (NEW PROGRAM)

A. Unit employees (except those employed in the Department of Transportation where the current approved program will continue) shall be eligible for the special emergency rates or the employee's regular overtime rate when entitled to overtime under the Fair Labor Standards Act, whichever is greater, if called in to work under the following special circumstances:

1. Employees in the unit must be called in outside of scheduled work shifts; and

2. The work involved must be for emergency maintenance, replacement or repair of equipment or mechanical devices which are vital to the operation of an institution, agency or other function of the State; and

3. Such work must be necessitated by damage or failure resulting from storm, flood, explosion, sudden unexpected catastrophe or like causes; and

4. Such conditions must constitute unreasonable safety hazard to the public, employees or other persons or property of the State.

B. It is clearly understood that all of the foregoing elements or criteria must be met except as provided in paragraph G. below for an employee to be entitled to payment at the emergency rate. The following special project pay rates shall apply:

1. Employees who are engaged in manual or unskilled work as by use of shovels, picks, axes, choppers, etc., will be paid Group VI Emergency Rate (Code 6).

2. Employees who perform semi-skilled work including the operation of mechanized equipment such as trucks, plows, light-graders, backhoes, etc., will be paid Group V Emergency Rate (Code 5).

3. Employees who perform skilled work including the operation of heavy equipment or those employees who are assigned to be in charge of or supervise either semi-skilled or unskilled workers or both, will be paid Group IV Emergency Rate (Code 4).

4. Employees who perform emergency work in excess of the normal work hours related to winter weather conditions, such as snow removal and ice control will be paid Codes D and E. Code Rate D is for employees who operate heavy duty equipment, such as truck/front end loader mounted snow blowers; perform mechanical repair work; supervise the distribution of inventory parts for emergency operations; perform skilled labor involved in the repair of equipment; or act as Department representative assigned to snow removal activities. Code Rate E is for employees who operate "walk behind" snow blowers, graders, front end loaders, trucks, snow plows, material spreaders, compressors, and other mechanized equipment; make or assist in making occasional mechanical or electrical repairs; distribute or assist in the distribution of inventory parts for emergency operations; handle radio communications consoles at base radio stations or assist in State or district control center operations.

C. The requirement of each employee to respond, if called when such emergency conditions are present, constitutes a condition of State employment. An employee who refuses an assignment because of a reasonable excuse will not be subjected to disciplinary action. However, any absence or repeated absence or refusal to respond without good and sufficient reason, may be cause for such action.

D. When an employee is called in and reports for an emergency work assignment, he shall be paid for all hours actually worked outside his normal scheduled work shift and shall be entitled to a minimum of two (2) hours pay at the appropriate rate, whether or not such two (2) hours are actually worked, providing the employee remains available for any work assigned. No emergency hours compensated at special project rates, which are agreed to be equivalent to premium rates, shall be counted as hours worked for the purpose of computing normal overtime.

E. Lists showing the rotational order of each employee and the total hours worked and refused by each employee shall be maintained in the work unit. Such lists shall be made available for inspection on request to Union Officers.

F. An emergency overtime assignment is subject to all appropriate rules and regulations of the State and the Department.

G. In exception to the requirements that employees be called in outside of regular work shifts, employees assigned to Snow and Ice Control Emergency Overtime will receive the appropriate special project rate or the employees regular overtime rate when entitled to overtime under the Fair Labor Standards Act, whichever is greater, after the end of the employee's regular work shift and during the time prior to the next regular work shift.

H. When an employee of the New Jersey Water Supply Authority in the Operations, Maintenance and Services and Crafts and Inspection and Security Units is called out for emergency work under this Article of the contract, he shall be paid portal to portal travel time for the actual time required, but not to exceed a maximum of forty (40) minutes in each direction except when the emergency work conditions is contiguous with the assigned work shift. In this instance, the employee shall be compensated only for the time worked.

ARTICLE XV SALARY, SPECIAL PAYMENT AND FRINGE BENEFIT PROGRAM

A. Salary Program-Administration

The parties acknowledge the existence and continuation during the term of this Contract of the State Compensation Plan which incorporates in particular, but without specific limit, the following basic concepts:

1. A system of position classifications with appropriate position descriptions.
 2. A salary range with specific minimum and maximum rates and intermediate incremental steps therein for each position.
 3. The authority, method and procedures to effect modification as such are required.
- However, if the State makes major changes in the Compensation Plan or changes which have a negative effect on the earnings of employees, it is understood that the impact of these changes will be negotiated with the Union and such negotiations shall commence within thirty (30) days of the date upon which the Union requests negotiations of the matter.

B. Salary, Special Payment and Fringe Benefit Program

It is agreed that during the term of this Contract, July 1, 1999 - June 30, 2003, the following salary and fringe benefit improvements shall be provided to eligible employees in the unit within the applicable policies and practices of the State and in keeping with the conditions set forth herein or if later within a reasonable time after enactment of the appropriation.

Subject to the State Legislature enacting appropriations for these specific purposes, the State agrees to provide the following benefits.

1. a. There shall be a \$450 bonus paid to full-time employees on the active payroll on August 16, 1999 which shall not be included in base salary. Part-time employees who are covered by this Contract and who are on the active payroll on August 16, 1999 shall receive a pro rata portion of the \$450 bonus based upon their scheduled hours of work. This bonus shall be paid on or about September 24, 1999.

b. Effective July 1, 1999, there shall be a two percent (2%) across-the-board increase applied to the current base salary of each employee covered by this Contract. Full-time employees on the active payroll on August 16, 1999 earning less than \$30,000 in base salary as of June 30, 1999 shall receive a cash bonus not included in base salary of the differential of the amount of their across-the-board increase and the amount of the across-the-board increase calculated on a base salary of \$30,000. This bonus shall be paid on or about October 22, 1999. Example: Employee with a base salary of \$25,000 on June 30, 1999 receives a two percent (2%) across-the-board or a \$500 increase to base salary. Employee receives a \$100 bonus. (2% of \$30,000 = \$600-\$500 = \$100).

c. There shall be a \$450 bonus paid to full-time employees on the active payroll on July 1, 2000 which shall not be included in base salary. Part-time employees who are covered by this Contract and who are on the active payroll on July 1, 2000 shall receive a pro rata portion of the \$450 bonus based upon their scheduled hours of work. This bonus shall be paid on or about July 31, 2000.

d. Effective July 1, 2000, there shall be a three percent (3%) across-the-board increase applied to the then current base salary of each employee covered by this Contract. Full-time employees on the active payroll July 1, 2000 who earn less than \$30,000 in base salary as of June 30, 2000 shall receive a cash bonus not included in base salary of the differential of the amount of their across-the-board increase and the amount of the across-the-board increase calculated on a base salary of \$30,000. This bonus shall be paid on or about July 31, 2000.

e. Effective for FY 2002 (which commences on July 1, 2001), there shall be a four percent (4%) across-the-board increase applied to the base salary in effect on June 30, 2001 for each employee covered by this Contract. Two percent (2%) of the increase shall be paid on July 1, 2001. Two percent (2%) of the increase shall be paid on or about January 1, 2002. Full-time employees on the active payroll June 30, 2001 and January 1, 2002 who earn less than \$30,000 in base salary as of June 30, 2001 shall receive a cash bonus not included in base salary of the differential of the amount of their across-the-board increase and the amount of the across-the-board increase calculated on a base salary of \$30,000. These bonus payments shall be paid on or about July 31, 2001 and January 31, 2002. Example: Employee with a base salary of \$25,000 on June 30, 2001 receives a four percent (4%) across-the-board or a \$1,000 increase to base salary. Employee receives a \$200 bonus. (4% of \$30,000 = \$1,200-\$1,000 = \$200). \$100 is payable in July 2001 and \$100 in January 2002 if the employee is on the active payroll on those dates.

f. Effective for FY 2003 (which commences on July 1, 2002), there shall be a four and one-half percent (4.5%) across-the-board increase applied to the base salary in effect on June 30, 2002 for each employee covered by this Contract. Two percent (2%) of the increase shall be

paid on July 1, 2002. Two and one-half percent (2.5%) of the increase shall be paid on or about January 1, 2003. Full-time employees on the active payroll June 30, 2002 and January 1, 2003 who earn less than \$30,000 in base salary as of June 30, 2002 shall receive a cash bonus not included in base salary of the differential of the amount of their across-the-board increase and the amount of the across-the-board increase calculated on a base salary of \$30,000. These bonus payments shall be paid on or about July 31, 2002 and January 31, 2003.

2. a. For ten (10) month employees, the foregoing increases that are effective July 1, 1999, 2000, 2001 and 2002 for twelve (12) month employees, shall be applied to the base salary of ten (10) month employees effective September 1, 1999, 2000, 2001 and 2002.

b. For ten (10) month employees, the foregoing increases that are effective on or about January 1, 2002 and 2003 for twelve (12) month employees shall be applied to the base salary of ten (10) month employees on or about February 1, 2002, and 2003.

3. The State Compensation Plan salary schedule shall be adjusted in accordance with established procedures to incorporate the increases above for each step of each salary range. Each employee shall receive the increase by remaining at the step in the range occupied prior to the adjustments.

4. Normal increments shall be paid to all employees eligible for such increments within the policies of the State Compensation Plan during the term of this Contract. Employees who have been at the eighth step of the same range for 18 months or longer shall be eligible for movement to the ninth step providing their performance warrants this salary adjustment.

5. a. Each full time employee who will have a full year of service on or before July 1, 1999, shall receive a cash clothing maintenance allowance of \$550. Each full time employee who will have six (6) months of service on or before July 1, 1999, shall receive \$275.

b. Each full time employee who will have a full year of service on or before July 1, 2000, shall receive a cash clothing maintenance allowance of \$550. Each full time employee who will have six (6) months of service on or before July 1, 2000, shall receive \$275.

c. Each full time employee who will have a full year of service on or before July 1, 2001, shall receive a cash clothing maintenance allowance of \$550. Each full time employee who will have six (6) months of service on or before July 1, 2001, shall receive \$275.

d. Each full time employee who will have a full year of service on or before July 1, 2002, shall receive a cash clothing maintenance allowance of \$550. Each full time employee who will have six (6) months of service on or before July 1, 2002, shall receive \$275.

e. In each of the four years of the Contract permanent part time employees in the unit who satisfy the eligibility requirements will receive a pro rata share of the clothing allowance payment based on their scheduled hours of work.

f. In order to be eligible to receive the clothing maintenance allowance the employee must be in pay status on the date of payment.

g. The clothing maintenance allowance referred to above shall not constitute an addition to the base salary of the employees affected, nor shall it be construed to be a modification of the State Compensation Plan.

6. a. There shall be a bonus payment of \$240 in December of fiscal years 1999/2000; 2000/2001; 2001/2002; and 2002/2003 to all full-time employees who worked at least 195 shifts on either the second (2nd) and/or the third (3rd) shift which are commonly known as the afternoon or evening shift and the night or midnight shift for the eligibility period of twelve (12) months preceding the December payment which is November 1 through October 31.

b. Full-time employees who are in positions that require rotation of shifts and who work rotating shifts during the eligibility period November 1 through October 31, one hundred seventy (170) of which are on the second (2nd) and third (3rd) shifts which are commonly known as the afternoon or evening shift and the night or midnight shift shall also be eligible to receive December bonuses. This is an exception to paragraph a. above.

c. Paid leave time is considered to be time worked for eligibility for this payment.

d. Employees must be in pay status on the date of payment in order to receive this payment.

e. Permanent part-time employees who work at least half time and who meet the eligibility requirements set forth above and work a 5 day week and work at least 195 shifts during the above period will receive a pro rata share.

7. The Health Benefits Program, Dental Care Program, Eye Care Program and Prescription Drug Program shall be continued during the period of this Contract for full time employees and eligible dependents within the requirements and conditions specified in such programs (the details are described in Article XXIV of the Contract) except that the co-payment for the Prescription Drug Program shall be in keeping with the legislative appropriation.

8. The rates for the eye care program are set forth in Article XXIV, F.

9. Employees who work three (3) or more consecutive hours outside their regular work shift and who are compensated under the Emergency Work provisions of the Contract (Article XIV) shall be eligible for the appropriate meal allowance payment provided that such employees receive an unpaid meal period of at least one-half (2) hour and incur a verified meal expense.

10. The current emergency rates, Groups 4, 5, 6, D and E, shall be adjusted by two and one-half percent (2.5%) on July 1, 1999. The emergency rates in effect on June 30, 2000 shall be adjusted by two percent (2%) percent on July 1, 2000. The emergency rates in effect on December 31, 2000 shall be adjusted by one and one-half percent (1.5%) on or about January 1, 2001. The emergency rates in effect on June 30, 2001 shall be adjusted by two percent (2%) on July 1, 2001. The emergency rates in effect on December 31, 2001 shall be adjusted by two percent (2%) on or about January 1, 2002. The emergency rates in effect on June 30, 2002 shall be adjusted by two percent (2%) on July 1, 2002. The emergency rates in effect on December 31, 2002 shall be adjusted by two and one-half percent (2.5%) on or about January 1, 2003.

11. Subject to the conditions set forth in this Article and Article XVII, Personnel Practices, C.7., the tool allowance shall be paid on or about December 15 of each year to each employee who has completed a calendar year of employment. The maximum tool allowance shall be \$150 for the fiscal years beginning July 1, 1999, 2000, 2001, with \$165 paid for the fiscal year beginning July 1, 2002.

12. The State agrees to include eligible employees in this unit in the State of New Jersey Temporary Disability Plan. This is a shared cost plan which provides payments to employees who are unable to work as the result of non-work connected illness or injury and who have exhausted their accumulated sick leave.

C. Deferred Compensation Plan

1. It is understood that the State shall continue the program which will permit eligible employees in this negotiating unit to voluntarily authorize deferment of a portion of their earned base salary so that the funds deferred can be placed in an Internal Revenue Service approved Federal Income Tax exempt investment plan.

2. The deferred income so invested and the interest or other income return on the investment are intended to be exempt from current Federal Income Taxation until the individual employee withdraws or otherwise receives such funds as provided in the plan.

3. It is understood that the State shall be solely responsible for the administration of the plan and the determination of policies, conditions and regulations governing its implementation and use.

4. The State shall provide literature describing the plan as well as a required enrollment or other forms to all employees when the plan has been established.

5. It is further understood that the maximum amount of deferrable income under this plan shall be twenty-five (25) percent or \$8,000 whichever is less.

D. Special Training

The State will join with the Union to provide a special training program which will be available to employees in the Operations, Maintenance and Services and Crafts, and Inspection and Security Units. The program will be financed equally by the State and the Union, each paying up to a maximum of \$5,000 in each year of the Contract. The formulation and content of the special training program shall be decided by mutual agreement between the Governor's Office of Employee Relations and the Union. All funds for this program shall be disbursed proportionately directly to the outside agency that provides services under this program.

E. Co-Operative Effort

The parties to the Contract understand that the public services provided to the citizenry of the State of New Jersey require a continuing cooperative effort particularly during this period of severe fiscal constraints. They hereby pledge themselves to achieve the highest level of service

by jointly endorsing a concept of intensive productivity improvements which may assist in realizing that objective.

ARTICLE XVI

ACCESS TO PERSONNEL FILE

A. With reasonable notice, and at a time convenient to management, an employee shall have the opportunity to review and examine pertinent documents such as those related to performance evaluation and conduct in his personnel history file or in any permanent supplementary personnel file. The State shall honor any reasonable request of such employee to review his file and for copies of documents in the file. The State shall have the right to have such review and examination take place in the presence of an appropriate official of the agency or department in question. The employee may file a written response of reasonable length to any memoranda or documents which are derogatory or adverse to him. Such response will be included in the relevant permanent personnel history file or permanent supplementary personnel file and will be attached to and retained with the document in question. If any material, derogatory or adverse to the employee is placed in the file in question, a copy of such material shall be sent to the employee.

B. No document of anonymous origin shall be used against any employee.

C. Copies of any written documents specifically related to discipline or the work performance of an employee which are introduced into evidence by the State during any disciplinary proceedings, or grievance hearing, or used in any final evaluation report rendered under the PARS Program will be given to the employee upon his request.

ARTICLE XVII

PERSONNEL PRACTICES

A. 1. When an employee is to be adversely affected by an individual change of title or rate of compensation, he shall be notified of such change no later than one (1) week in advance of its implementation, provided, however, that the circumstances necessitating such change shall be foreseeable by the appointing agency prior to such one (1) week period.

2. An appointment from an open competitive list shall have a working test period of four (4) months unless extended to six (6) months by the appointing authority.

3. A permanent employee who has resigned may request placement on a reemployment list within three (3) years of the date of resignation.

B. 1. Whenever an employee is delayed in reporting for a scheduled work assignment, he shall endeavor to contact his supervisor in advance, if possible. An employee who has a reasonable excuse and is less than fifteen (15) minutes late is not to be reduced in salary or denied the opportunity to work the balance of his scheduled shift and, except where there is evidence of repetition or neglect, he shall not be disciplined. A record of such lateness shall be maintained and may be charged against any compensatory time accrual.

2. When an employee makes a reasonable effort and is unable to get to work due to adverse weather conditions he is required to contact his supervisor, and if the supervisor is unable to reassign him to a location where he can get to work, his absence will be compensated if he has sufficient compensatory time balances, or if none is available, a charge may be made against vacation balance or administrative leave balance if requested by the employee. Such absence will be alternatively authorized without pay.

Employees late for duty due to delays caused by adverse weather conditions and who make a reasonable effort to report may be given credit for such late time by the appointing authority.

3. Reporting-in procedures currently in effect shall be continued. Should the State find it necessary to modify or make uniform such procedures, the Union will be consulted and the issue discussed prior to effectuating such change.

4. Absence without notice and approval for five (5) consecutive work days or failure to return from any leave of absence shall be considered a resignation.

C. 1. Employees in titles designated by the State in the Department of Transportation and Department of Treasury only who, as a condition of employment, are required to maintain an inventory of personally owned tools to be used in the performance of their job assignments shall be afforded insurance protection to cover the replacement cost of the tools that are listed on the approved mandatory and optional lists for each of the affected employees. This insurance is to cover loss of such tools and toolbox by theft or damage from fire, explosion or like traumatic incident wherein the tools are damaged to such an extent that they are unusable.

2. Payment will be made to the employee under the above program if he sustains a loss as described above and if such loss is not due to any fault of the employee.

3. The value for insurance purposes will be the replacement cost of the tools.

4. The only exception is in regard to the toolbox where the value is set at \$1,000 dollars or the actual cost to replace the toolbox with one of similar quality as determined by the State whichever is less.

5. Each employee will be provided a securely locked place at the garage or maintenance shop where he is assigned to store his tool chest when not in use.

6. Optional personal tools are those tools that are not required but that employees may voluntarily use on the job with the agreement of the designated supervisor. Employees may be permitted to use optional tools in addition to those listed on the approved master optional lists in the performance of their jobs. All tools must be made part of the inventory of tools described in section C.7. below and must be agreed to by the designated supervisor. Only tools included in the employee's inventory and permitted to be used on the job will be covered under the insurance provisions of this Article.

7. Each employee will be required to list all of the tools intended to be used with a description of each tool which shall be attested and agreed to by a designated supervisory employee and to provide any other information required by the State and further to comply with any condition contained in the State's policy and claims procedure provided thereunder.

The State will supply a master list of tools deemed adequate for the performance of work assignments by each employee.

Each employee who is required to use his personally owned tools in section C.I. above shall on or about December 15 of each year and upon completion of a calendar year of employment in such capacity be granted a tool allowance. (See Article XV, Salary Program, B.11.)

8. The State will review the possibility of expanding the tool allowance and tool insurance provisions referred to in this Article to employees in the Operations, Maintenance and Services and Crafts Unit in addition to the Mechanics and Mechanic Trainees and employees in other titles currently receiving a tool allowance and covered under this Article provided that such additional employees are required to provide tools at their own expense as a condition of their employment. The application of the program to such additional employees shall be on a pro-rata basis, with the maximum benefits being those stated above. The addition of eligible titles and the conditions thereof will be determined by the State after discussion with the Union. Payments to any newly eligible employees will take effect the first December the employee meets the eligibility requirements. Eligibility of additional employees to participate in this program is conditioned upon the Union notifying the State in writing prior to December 1999 of such additional employees or titles.

9. The State agrees to discuss with the Union the necessity of any decision to increase the mandatory tool requirement prior to implementing the change.

If additional tools are added to the mandatory list during the term of this contract the Union may request negotiations on the impact of this change.

ARTICLE XVIII
VACATION LEAVE - CAREER SERVICE

A. All employees covered by this Contract and eligible for vacation leaves with pay shall be entitled to the use of vacation leave as provided herein.

1. One (1) working day of vacation for each month of employment during the first calendar year of employment.

2. Twelve (12) working days of vacation from one (1) through five (5) years of service.

3. Fifteen (15) working days of vacation beginning with the sixth (6) year through twelve (12) years of service.

4. Twenty (20) working days of vacation beginning with the thirteenth (13) year through twenty (20) years of service.

5. Twenty-five (25) working days of vacation after the twentieth (20) year of service.

It is understood that the current program to schedule vacation time in effect at each institution or agency will be continued. Conflicts concerning the choice of dates when scheduling vacations will be resolved within the work unit on the basis of State seniority, except for those employees represented by Local 518, SEIU, Division of Motor Vehicles, where divisional seniority shall be the basis for scheduling vacations.

B. Vacation leave is credited in advance at the beginning of the calendar year in anticipation of continued employment for the full year and may be used on that basis and in accordance with established State policy. Vacation allowance must be taken during the current calendar year at such time as permitted or directed by the Department Head unless the Department Head determines it cannot be taken because of pressure of work. Only one year of earned vacation allowance may be carried forward into the next succeeding year.

When an employee has an earned vacation balance which has not been previously scheduled as of October 1, the supervisor will meet with the employee to determine a schedule of such vacation time so that no accrued vacation will be lost.

C. Upon separation from the State or upon retirement, an employee shall be entitled to vacation allowance for the current year prorated upon the number of months worked in the calendar year in which the separation or retirement becomes effective and any vacation leave which may have been carried over from the preceding calendar year.

D. If a permanent employee dies having vacation credits, a sum of money equal to the compensation figured on his salary rate at the time of death shall be calculated and paid to his estate.

E. When the vacation allowance for an employee changes based on his years of service during any calendar year, the additional annual allowance will be given for the entire year.

ARTICLE XIX
ADMINISTRATIVE LEAVE - CAREER SERVICE

A. Employees covered by this Contract shall be entitled to three (3) days of administrative leave of absence with pay in each calendar year.

Administrative leave may be used for emergencies, personal business or other personal affairs, or the observation of religious or other days of celebration but not holidays under this Contract.

B. Newly hired employees shall be granted one-half (1/2) day of administrative leave after each full calendar month of employment to a maximum of three (3) days during the remainder of the calendar year in which he is employed.

C. 1. Administrative leave shall be granted by the appointing authority upon request of the employee and leave shall be scheduled in advance provided the request may be granted without interference with the proper conduct of the government function involved.

2. Priority in granting such requests shall be (1) emergencies, (2) observation of religious or other days of celebration but not holidays, (3) personal business, (4) other personal affairs. Where, within a work unit, there are more requests than can be granted for use of this leave for one of the purposes above, the conflict will then be resolved on the basis of State seniority except that emergencies shall prevail and the maximum number of such requests shall be granted in accordance with section C. 1. above. Administrative leave may be scheduled in units of one-half (1/2) day, one (1) day or more than one (1) day.

D. Such leave credit shall not accumulate. Unused balances in any year shall be cancelled. Unused leave balances shall not be compensated for in the event of layoff, retirement, resignation or death.

E. Administrative leave days may be added on to vacation leave, if scheduled in accord with the requirements of Article XX, Vacation Leave, and provided such leave is taken in the year.

ARTICLE XX

VACATION LEAVE AND ADMINISTRATIVE LEAVE FOR UNCLASSIFIED EMPLOYEES

A. In accordance with applicable rules, regulations, and policies, employees serving in the unclassified service shall have an option of selecting a policy of vacation leave and administrative leave as prescribed by the State for employees in the career service or the policy of vacation leave and administrative leave for unclassified employees as determined to be appropriate by the Department Head. This option may be exercised not more than once on forms furnished by the respective employee's Personnel Officer. The department policy in effect on the date of the signing of the Agreement shall not be changed without prior notice to and negotiations with the Union, to the extent the matter is mandatorily negotiable.

B. A program to schedule vacation time at each institution or agency will be established by the appropriate management official. Conflicts concerning the choice of dates when scheduling vacation will be resolved within the work unit on the basis of State seniority. For purposes of this Article, an unclassified employee shall begin to accumulate State seniority from the date of initial hire which shall continue until there is a break in service. A break in continued State service occurs when an employee resigns, is discharged for cause, retires or is laid off; however, employee State seniority accrued prior to lay off shall be continued upon recall and reemployment.

ARTICLE XXI

HOLIDAYS

A. The legal paid holidays which are recognized holidays for the purposes of this Contract are as follows:

- New Year's Day
- Martin Luther King's Birthday (3rd Monday in January)
- Lincoln's Birthday
- Washington's Birthday (3rd Monday in February)
- Good Friday
- Memorial Day (Last Monday in May)
- Independence Day
- Labor Day
- Columbus Day (2nd Monday in October)

Election Day
Veteran's Day (November 11)
Thanksgiving Day
Christmas Day

B. In the event any of the above legal holidays fall on a Sunday, they shall be celebrated on the following Monday.

C. In the event any of the above legal holidays fall on a Saturday they will be celebrated on the preceding Friday.

D. In addition to the aforementioned holidays, the State will grant a holiday when the Governor, in his/her role as Chief Executive of the State of New Jersey, declares a holiday by Proclamation.

ARTICLE XXII SPECIAL TIME OFF

A. Emergency or Special Observations

Whenever the Governor declares a special emergency or observation of an event of State or national concern and authorizes time off to employees of the State for the observation of such event, those employees covered by this Contract who are required to work during the period of the authorized time off shall be compensated for such hours worked as outlined in this Contract, or as otherwise authorized by the Governor.

B. Inclement Weather

The release of employees by Executive Order or otherwise from the workplace due to inclement weather shall not result in a loss of earnings for the hours of release time, however, employees on leave at the time shall not have their leave credit adjusted.

ARTICLE XXIII RETIREMENT BENEFITS

The State is a participant in the Public Employees Retirement System. Eligibility for participation by employees and retirement benefits are governed by Statute and Rules and Regulations promulgated thereunder and administered exclusively by the New Jersey Division of Pensions. Upon request to the appropriate personnel office, the Union and any employee in this negotiating unit shall be provided with a written description of the P.E.R.S. Program as outlined by the Division of Pensions.

ARTICLE XXIV HEALTH BENEFITS PROGRAM, PRESCRIPTION DRUG PROGRAM, DENTAL CARE PROGRAM AND EYE CARE PROGRAM

A. The State Health Benefits Program is applicable to employees covered by this Contract.

1. The State Health Benefits Program includes Traditional Indemnity, Managed Care/Point of Service (New Jersey Plus) or HMOs approved by the State Health Benefits Commission. Employees will have the option on the open enrollment dates of selecting one plan. If both spouses are active State employees and eligible to participate in the State Health Benefits Program, the couple may choose only one HMO family policy.

2. a. The State of New Jersey Managed Care/Point of Service (New Jersey Plus) will remain without any premium payment during the term of this Contract

b. Effective July 1, 2000, employees who elect coverage in the Traditional Plan shall pay 25% of the cost of the premium of that Plan as established by the State Health Benefits Commission. The premium sharing provisions set forth in the 1995 to 1999 Contract for the Traditional Plan shall remain in effect through June 30, 2000;

c. Effective July 1, 2000, employees who elect coverage in an HMO Plan shall pay 5% of the cost of the premium of that Plan as established by the State Health Benefits Commission. The approved HMO Plans shall remain without any premium cost from July 1, 1999 through June 30, 2000;

3. 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.

4. Effective January 1, 1996, consistent with law, the State will no longer reimburse active employees or their spouses for Medicare Part B premium payments.

B. The State will extend to a maximum period of ninety (90) days the health insurance coverage for eligible employees and their covered dependents enrolled in the State Health Benefits Program upon exhaustion of such employee's accumulated sick and vacation leave when an employee is granted an approved sick leave without pay, with the cost being paid as herein provided above.

C. In those instances where the leave of absence (or an extension of such leave) without pay is for a period of more than ninety (90) days, the employee may still prepay Health Benefits premiums at the group rate provided to the State for the coverage provided in section A. above for the next two hundred and seventy (270) days of the approved leave of absence following the period of ninety (90) days as provided in the section B. above.

D. Prescription Drug Program

1. Subject to the conditions outlined in Article XV, Salary Program, it is agreed that the State shall continue the Prescription Drug Benefit Program during the period of this Contract. The Program shall be funded and administered by the State. It shall provide benefits to all eligible unit employees and their eligible dependents. Each prescription required by competent medical authority for federal legend drugs shall be paid for by the State from funds provided for in the Program subject to a deductible provision which shall not exceed \$5.00 per prescription or renewal of such prescription and further subject to specific procedural and administrative rules and regulations which are part of the Program.

2. Each employee shall be provided with an authorization and identification card, a list of the participating pharmacies in the Program and a brochure describing the details of the Program. It is further agreed that the brochure shall incorporate on its title page the joint State and Union initiative and participation in this Program. The authorization and identification card shall include the Union identification and emblem(s).

3. The Union shall have the opportunity to attach an explanatory letter when such cards are delivered to the employees.

E. Dental Care Program

1. Subject to the conditions outlined in Article XV, Salary Program, it is agreed that the State shall continue the Dental Care Program during the period of this contract. The program shall be administered by the State and shall provide benefits to all eligible full-time unit employees and their eligible dependents.

2. Participation in the Program shall be voluntary with a condition of participation being that each participating employee authorize a biweekly salary deduction not to exceed 50% of the cost of the type of coverage elected; e.g., individual employee only, husband and wife, parent and child or family coverage.

3. Each employee shall be provided with a brochure describing the details of the Program and enrollment information and the required forms.

4. Participating employees shall be provided with an identification card to be utilized when covered dental care is required.

5. Employees have, in addition to the program outlined above, an option to participate in one of the current Group Dental Programs that provide services through specific Dental clinics and which will continue during the term of this Contract with the understanding that the providers comply with their contractual obligations to the State. Participation in any of the various Group Dental programs shall be voluntary with a condition that each participating employee authorize a biweekly salary deduction not to exceed 50 percent of the cost of the coverage for a one year period. Employees will be able to enroll in only one of the available programs or in no program at all.

F. Eye Care Program

1. Subject to the conditions outlined in Article XV, Salary Program, it is agreed that the State shall continue the Eye Care Program during the period of this Contract. The coverage shall provide for a \$35.00 payment for regular prescription lens or \$40.00 for bifocal lens or more complex prescriptions. Included are all eligible full-time employees and their eligible dependents (spouse and unmarried children under 23 years of age who live with the employee in a regular parent-child relationship). 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 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 glasses and one payment for examinations during the period of July 1, 1999 to June 30, 2001 and one payment for glasses and one payment for examination during the period of July 1, 2001 to June 30, 2003. This program ends on June 30, 2003. Proper affidavit and submission of receipts are required of the employee in order to receive payments.

ARTICLE XXV CLAIMS ADJUSTMENT

Where a loss or damage to personal property is sustained as a result of an action taken in the performance of the assigned duty of an employee, such loss will be adjusted. A claim for such loss must be filed within thirty (30) days of the time when the loss occurred. The claim must be filled out on the forms provided, including the requested adjustment, and submitted to the State for this action. The State shall provide the forms and any instructions which may be necessary for the completion or processing of the forms.

ARTICLE XXVI SAFETY

A. The State shall continue to make reasonable provisions for the safety and health of its employees during the hours of their employment and will continue to provide appropriate safety devices and equipment for their protection and to provide a reasonably safe and healthful place of employment.

B. The State agrees to provide adequate and regularly maintained sanitary facilities for employee use.

C. An employee must report incidents of unsafe or unhealthful conditions to his supervisor immediately. Complaints of unsafe or unhealthful conditions shall be promptly investigated. Corrective action shall be initiated at the earliest time practicable to bring such conditions within established safety guidelines providing necessary resources are available.

D. Employees shall not be required to work under conditions of work which are determined to present an imminent hazard to safety or health. An employee, whose work is temporarily eliminated as a result of the foregoing, may be assigned on an interim basis to other work which the employee is deemed to be qualified to perform.

E. As soon as practicable, upon request of the Union, each Department, Agency, Institution or College or University employing employees covered by this Contract, shall arrange for participation by a designee of the Union, on any Departmental, Agency, Institutional or College or University Safety Committee, that deals with issues affecting employees covered by this Contract. This aforementioned right does not apply to Safety Committees created pursuant to other negotiated agreements.

F. In the event of an on-the-job injury requiring professional medical attention, the State will expedite such medical attention by calling for an ambulance if required, or, if the injured employee can be moved, arranging transportation where necessary to the nearest competent medical facility. The employee's statement as to the extent of his injuries shall be taken into consideration in determining whether the nearest competent medical facility shall be utilized.

G. It is understood that references to safety and health hazards and conditions of work referred to in this Article are not intended to include those hazards and risks reasonably associable with the performance of an employee's assigned duties.

H. Any arbitrator's decision or award interpreting or applying paragraphs A. through G. of this Article shall be advisory and non-binding as specifically noted in Article VII, Grievance Procedure, section F.5.c. The Union may at its option, treat the Department level decisions as final and proceed to contest an unfavorable decision in any appropriate forum, without resort to advisory arbitration.

I. Each employee will maintain acceptable standards of personal hygiene and cleanliness in accordance with the nature of the employee's work.

ARTICLE XXVII LEAVES OF ABSENCE WITHOUT PAY

A. All employees covered by this Contract upon written application setting forth the reason, may be granted a leave of absence without pay for a maximum period of one (1) year by the appointing authority with the approval of the Department of Personnel. Further leave in exceptional situations may be granted by the appointing authority with the approval of the Department of Personnel, where it is in the public interest.

B. The appointing authority shall request approval from the Department of Personnel for a leave of absence without pay up to a maximum period of one (1) year for an employee elected or appointed to a full-time position with the International Union, the Local Union, or the AFL-CIO. Such leave may be renewed on an annual basis as the term of office of such position requires to a total period not exceeding six (6) years. Each such renewal is subject to approval by the Department of Personnel.

C. The granting of a request for leave of absence without pay will not be unreasonably withheld.

ARTICLE XXVIII MILITARY LEAVE

A. A permanent employee who enters upon active duty with the military or naval service in time of war or emergency shall be granted a leave of absence for the period of such service and three (3) months thereafter.

1. In the case of service-connected illness or wound which prevents him from returning to his employment, such leave shall be extended until three (3) months after recovery, but not beyond the expiration of two (2) years after the date of discharge.

2. An employee who voluntarily continues in the military service beyond the time when he may be released or who voluntarily reenters the Armed Forces or who accepts a regular commission shall be considered as having abandoned his employment and resigned.

B. A permanent employee who enlists in a reserve component of the Armed Forces of the United States or is otherwise required to perform an initial period of active duty for training pursuant to the Reserve Forces Act of 1955 (Reserve Enlistment Program) shall be granted a leave of absence for such period of training. Such leave is not considered military leave.

C. An employee with provisional or temporary status who enters upon active duty with the Armed Forces or who, pursuant to the Reserve Forces Act of 1955 (Reserve Enlistment Program) either enlists in a reserve component of the Armed Forces of the United States or is otherwise required to perform an initial period of active duty for training, shall be recorded as having resigned.

D. A permanent employee who is a member of the national guard or naval militia or of a reserve component of any of the Armed Forces of the United States who is required to undergo annual field training or annual active duty for training shall be granted a leave of absence with pay for such period as provided by regulation. Such leave shall be in addition to regular vacation leave.

E. A full-time provisional employee who is a member of the national guard or naval militia or of a reserve component of the Armed Forces of the United States who is required to undergo annual

field training or annual active duty for training shall be granted a leave of absence with pay or without pay as provided by regulation.

F. This article is included for informational purposes only and is controlled by federal and State statutes and regulations.

ARTICLE XXIX

LEAVES OF ABSENCE DUE TO JOB-RELATED INJURY OR DISEASE

A. All employees covered by this Contract who are disabled because of a job related injury or disease may, if it is recommended by the appointing authority and approved by the Department of Personnel, be granted a leave of absence with pay from funds appropriated for this purpose as provided in State regulations.

B. Such leave may be granted for up to one (1) year from the date of injury or illness and shall be based on medical or other proof of the injury or illness and the continuing disability of the employee.

C. Where an employee's leave under this Article expires, such employee may utilize earned sick leave or vacation leave in order to maintain full salary to the extent of such leave balances, subject to applicable provisions of this Contract and rules and regulations concerning the utilization of sick leave and vacation leave.

D. Nothing herein shall deprive any employee of any rights under the New Jersey Workers' Compensation Act. Employees denied leave under this Article or whose eligibility has expired may apply for a temporary disability award under such Act.

E. Any part of the salary or wages paid or payable to an employee for a leave under this Article shall be reduced by the amount of any Workers' Compensation Award under the New Jersey Workers' Compensation Act for temporary disability, covering the period of the leave under this Article.

F. This article is included for informational purposes only.

ARTICLE XXX

PREGNANCY-DISABILITY LEAVE AND CHILD CARE LEAVE

A. Pregnancy-Disability Leave

1. Employees covered by this Contract who are entitled to pregnancy-disability leave will be granted such leave upon request. Request for such leave will be made in writing to the Personnel Office. Notification of the pregnancy shall be given to the Personnel Office not later than the end of the fourth month of the pregnancy. Except for reasons of health and safety or inability to perform her job, the pregnant employee shall be permitted to work provided the attending physician approves and so advises in writing. Such employee shall be granted earned and accumulated sick leave during the time prior to the expected date of confinement and for one (1) month after the actual date of birth. Additional time beyond the one (1) month period shall be granted upon presentation of a doctor's certificate setting forth the necessity therefor.

2. During the pregnancy-disability leave, earned sick leave, earned and accumulated vacation time, earned administrative leave time, earned compensatory time, and leave without pay, may be utilized during the period in which the employee is disabled.

3. Leaves of absence may be granted by the appointing authority with approval of the Department of Personnel for a period or periods not to exceed a total of one (1) year from the initial date of pregnancy-disability leave upon written request when accompanied by a doctor's certificate setting forth the need therefor.

4. Pregnancy-disability leave shall not be granted beyond one (1) year.

5. Any female covered under this contract who, as a direct result of a pregnancy, is unable to wear the uniform supplied by the State, will be supplied with a maternity uniform. If a maternity uniform is not supplied, the employee will be permitted to wear appropriate uniform like personal clothing approved by the State or a larger size uniform.

B. Child Care Leave

Child care leave may be granted by the appointing authority under the same terms and conditions as all other leaves without pay.

ARTICLE XXXI SPECIAL LEAVE

A. An employee shall be granted necessary time off without loss of pay when he is summoned and performs jury duty as prescribed by applicable law; or when required to perform emergency civilian duty in relation to national defense or other emergency when so ordered by the Governor or the President of the United States. When his appearance is required during a shift period which is immediately contiguous to his scheduled shift and wholly within the day of such duty, he shall be excused from such shift without loss of pay. If his shift hours extend from one day to the next, and the required appearance is during a shift period not immediately contiguous to his scheduled shift, the employee shall have the option of choosing to be excused from the scheduled work shift prior to or after the required appearance provided the shift from which he is excused is partly within the day of such duty. In no event is an employee to be excused from his work schedule for more days than the number of days of such duty performed.

B. When an employee is summoned to appear as a witness before a court, legislative committee, or judicial or quasi-judicial body, unless the appearance is as a party to the litigation in a matter unrelated to his capacity as an employee, he shall be granted necessary time off without loss of pay if such appearance is during his scheduled work shift. Where his appearance is during a shift period immediately contiguous to his scheduled shift, he shall be granted compensatory time equal to the hours required for such duty.

C. In no case will this special leave be granted or credited for more than eight (8) hours in any day or forty (40) hours in any week.

D. The employee shall notify management immediately of his requirement for this leave, and subsequently furnish evidence that he performed the duty for which the leave was requested.

ARTICLE XXXII SICK LEAVE

A. All employees covered by this Contract and eligible for sick leave with pay shall be entitled to the use of sick leave as provided herein.

B. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease. Sick leave may also be used for short periods because of death in the employee's immediate family or for the attendance of the employee upon a member of the immediate family who is seriously ill, but such sick leave shall not include any extended period where the employee serves as nurse or housekeeper during this period of illness.

C. 1. During the remainder of the calendar year in which an employee is first appointed, he will accumulate sick leave privileges as earned on the basis of one (1) day per month of service or major fraction thereof.

2. In each full calendar year thereafter, he shall be entitled to fifteen (15) days sick leave. The leave is credited in advance at the beginning of the year in anticipation of continued employment for the full year and may be used on that basis and in accordance with established State policy. Such leave not utilized shall be accumulated.

D. 1. In all cases of illness, whether of short or long term, the employee is required to notify his superior of the reason for absence at the earliest possible time but in no event less than his usual reporting time, or other time as required. If the duration of absence is three (3) days or more, then it will be necessary to report on every third day thereafter unless other arrangements are made by

the appropriate supervisor. Failure to report absences or abuse of sick leave privileges on the part of any employee may be cause for disciplinary action.

2. When it is known that sick leave will be required for more than ten (10) days, such leave must be requested by the employee in writing to his immediate supervisor. This request must be accompanied by a written and signed statement by a physician prescribing the sick leave and giving the reasons for the sick leave and the anticipated duration of the incapacity.

E. All sick leave is subject to approval by the appointing authority and, where appropriate, to approval by the Department of Personnel. A physician's certificate or other acceptable medical evidence to verify the need for such sick leave may be required for such approval which will not be unreasonably withheld. When a medical diagnosis is required that diagnosis shall be reviewed by a physician or a qualified medical practitioner if available at the work facility.

F. An employee may apply for use of sick leave for periods of less than his full work day for any appropriate and approved reason such as becoming ill while working during the assigned shift or for the attendance of the employee upon a member of his/her immediate family who is seriously ill or in order to keep a medical appointment which could not be arranged during non-work time. The employee must charge such sick leave against his accumulated sick leave balance, or, if such employee has no sick leave balance, he may charge such time against other accrued paid leave time if available, or, alternatively leave without pay. Utilization of any sick leave for less than a full work day shall be on an hourly basis; one hour of sick leave charged for each hour, or portion thereof, excused from the work shift. For purposes of this clause only, seven (7) hours is equal to one (1) day of sick leave for employees serving in a No Limit (NL) category and eight (8) hours is equal to one (1) day of sick leave for those employees serving in a N4 category. Where an NL or N4 employee utilizes sick leave for a period of less than his established work schedule for the day, such employee shall be charged sick leave on a pro-rata basis in accordance with the work schedule established on the day of utilization.

G. 1. Subject to the provisions of N.J.S.A. 11A:6-16 and regulations promulgated thereunder, whenever a permanent employee enters retirement pursuant to the provisions of a State administered or approved retirement system and has to his credit any earned and unused accumulated sick leave he shall be entitled to receive supplemental compensation for such earned and unused accumulated sick leave.

2. The supplemental compensation payment to be paid shall be computed at the rate of one-half of the eligible employee's daily rate of pay for each day of earned and unused accumulated sick leave based upon the average annual compensation received during the last year of his employment prior to the effective date of his retirement, provided, however, that no such supplemental compensation payment shall exceed \$15,000. This supplemental compensation shall be paid in a lump sum after the effective date of retirement or, as may be elected by the employee, deferred for one (1) year.

H. If an employee has been approved for sick leave but has no sick leave balance, he may substitute earned paid leave time if available or alternatively leave without pay. Additionally, with the approval of the appointing authority, use of vacation time accrued but not earned may be authorized in anticipation of continued employment.

ARTICLE XXXIII

UNION RIGHTS AND REPRESENTATIVES

A. Access To Premises

The Union President and his representatives previously designated by the Union and acknowledged by the State shall be admitted to the premises of the State on Union business.

Request for such visits shall be directed to designated State officials and include the purpose of the visit, proposed time and date and specific work area involved. Requests for permission shall be promptly acted upon and permission for such visits shall not be unreasonably withheld.

Such Union officials shall have the opportunity to consult with employees before the start of the work shift, during lunch or breaks, or after completion of the work shift. The State will provide accommodations at its facilities for such meetings.

B. Leave of Absence for Union Activity

1. Leaves of Absence With Pay

a. Operations, Maintenance and Services and Crafts Unit

The State agrees to provide leave of absence with pay for delegates of the Union to attend Union activities. A total of four hundred (400) days of such leave may be used in the year July 1, 1999 to June 30, 2000, four hundred (400) days during the period July 1, 2000 to June 30, 2001, four hundred (400) days during the period of July 1, 2001 to June 30, 2002, and four hundred (400) days during the period July 1, 2002 to June 30, 2003. This leave is to be used exclusively for participating in the State-wide IFPTE Annual Convention, the State AFL-CIO Annual Convention, and the Bi-Annual IFPTE National Convention or for other regularly scheduled meetings or conventions of labor organizations with which the Union is affiliated or for training programs for Stewards and Union Officers and for which appropriate approval by the State is required. A maximum of one hundred and forty (140) of the days available in each year may be utilized for other appropriate affairs of the Union with the approval of the State concerning the activity involved. Upon written request by the Union, the State may approve exceptions to the one hundred and forty (140) day limit.

b. Inspection and Security Unit

The State agrees to provide leave of absence with pay for delegates of the Union to attend Union activities. A total of one hundred and thirty (130) days of such leave may be used in the year July 1, 1999 to June 30, 2000, one hundred and thirty (130) days during the period July 1, 2000 to June 30, 2001, one hundred and thirty (130) days during the period July 1, 2001 to June 30, 2002, and one hundred and thirty (130) days during the period July 1, 2002 to June 30, 2003. This leave is to be used exclusively for participating in the State-wide IFPTE Annual Convention, the State AFL-CIO Annual Convention, the SEIU Annual Convention, and the Tri-Annual IFPTE National Convention or for other regularly scheduled meetings or conventions of labor organizations with which the Union is affiliated or for training programs for Stewards and Union Officers and for which appropriate approval by the State is required. A maximum of seventy (70) of the days available in each year may be utilized for other appropriate affairs of the Union with the approval of the State concerning the activity involved. Upon written request by the Union, the State may approve exceptions to the seventy (70) day limit.

c. Written notice from the Union of the authorization of an individual to utilize such leave time shall be given to the appointing authority where the individual is employed at least eighteen (18) days in advance of the date or dates of such meetings unless special approval is given by the State for shorter notice. It is understood that the Union authorization for use of this leave is intended to be fairly distributed within departments and institutions of the State. Leave will be granted to individuals authorized by the President of the Union, but shall be limited to a maximum of twenty (20) days of paid leave in a year period and seven (7) days of paid leave for any single conference or convention or for any individual employee. Upon written request by the Union, the State may approve exceptions to the twenty (20) day limit.

d. Leave not utilized in any yearly period shall not be accumulated except that where the Union requests in writing not later than thirty (30) days prior to the end of the year period a maximum of twenty (20) days may be carried over into the succeeding year period exclusively for the Bi-Annual IFPTE National Convention.

2. Leaves of Absence Without Pay

a. Operations, Maintenance and Services and Crafts Unit

In addition, the State agrees to provide leave of absence without pay for delegates of the Union to attend Union activities approved by the State. A maximum of three hundred (300) days of such leave of absence without pay may be used in the year July 1, 1999 to June 30, 2000, three hundred (300) days leave of absence without pay may be used during the period July 1, 2000 to June 30, 2001, three hundred (300) days leave of absence without pay may be used during the period July 1, 2001 to June 30, 2002, and three hundred (300) days leave of absence without pay may be used during the period July 1, 2002 to June 30, 2003.

b. Inspection and Security Unit

In addition, the State agrees to provide leave of absence without pay for delegates of the Union to attend Union activities approved by the State. A maximum of one hundred (100) days of such leave of absence without pay may be used in the year July 1, 1999 to June 30, 2000, one

hundred (100) days leave of absence without pay may be used during the period July 1, 2000 to June 30, 2001, one hundred (100) days leave of absence without pay may be used during the period July 1, 2001 to June 30, 2002, and one hundred (100) days leave of absence without pay may be used during the period July 1, 2002 to June 30, 2003.

c. This leave of absence without pay is to be used under the same conditions and restrictions as prescribed above in connection with the leaves of absence with pay including the use of a maximum of twenty (20) such days for other appropriate business affairs of the Union with special approval.

C. Bulletin Boards

1. The State agrees to furnish a suitable share of existing centrally located bulletin boards to be used exclusively by the Union. The space provided shall be approximately 30 x 30 inches.

2. The Union shall limit its postings to notices, bulletins, reports and similar materials which shall not contain any profane or obscene matter or be defamatory of any individual or the State. The Union shall not post election campaign materials. Postings shall be signed by an authorized representative of the Union.

3. The State will provide space in central locations and areas frequented by employees in the unit where Union newspapers, circulars and literature may be placed so that employees may pick up copies during non-work time provided that such material for distribution is consistent with section C.2. above. It is further agreed that the Union will assure that all undistributed literature is removed from the distribution points after a reasonable time.

4. Any material which an authorized representative of the Governor's Office of Employee Relations alleges to be in violation of this Contract shall be promptly removed by the Union. The matter may then immediately be initiated as a Step Three grievance for resolution.

5. The State may upon request of the Union, undertake to make specific postings of authorized materials on behalf of the Union.

6. The Union will be permitted to post notices on other than Union designated bulletin boards where available in field locations not within institutions or offices of the State, if no Union designated board is available, provided such postings are consistent with the conditions agreed to above. Requests for permission for such postings shall be made to the Departmental or appropriate level of management. Where it is operationally appropriate, each Department will endeavor to appoint a management representative at each such field location for the purpose of reviewing requests under this paragraph.

D. Union Stewards and Other Representatives

1. The Union has the sole right and discretion to designate Stewards or other representatives and specify their respective responsibilities and authority to act for the Union. The State reserves to its discretion the extension of any privilege to Stewards or other representatives who are State employees and the extension of such privilege to limited numbers of such Stewards or other representatives. Should conflicts arise in the administration of this clause, the parties agree to resolve those conflicts through further discussion.

2. A process will be undertaken to mutually identify agreed upon grievance districts within each Department.

E. Union Privileges

The following privileges shall be made available to the Union, provided they are not abused and shall be subject to all pertinent rules and regulations of the State:

1. When telephone messages for Union Stewards are received, the message will be delivered to the Steward at the earliest possible time.

2. Where there are public address systems in the work areas, the Union may submit notices of meetings which will be announced, except where the broadcast system is open to the public or to persons in the care or custody of the State.

3. Where the Union has mail to be delivered to its Officers or Shop Stewards, the interoffice mail system will be made available to deliver such mail within any institution or building provided that priority is retained for the business of the State.

4. The Union shall be allowed to conduct normal business meetings on State properties, provided that space is available during hours when the facility is open; requests are made and approved at least one (1) week in advance of the proposed date of use; and that liability for the

damages, care and maintenance and any costs which are attendant thereto are borne by the Union. Employees may attend such meetings only during off-duty hours.

5. Where the State has a newsletter or house organ which is published periodically for the information of employees, announcements of Union meetings or affairs may be included if requested by the Union, provided such announcements are consistent with the editorial practices in effect.

6. Chapter Presidents may request use of available space for storage of papers and files. Provision of such space shall not be unreasonably withheld when available; however, the provision of space shall not take priority over essential operational uses and the State shall incur no responsibility for the security or safety of any union materials nor any liability for loss or damages which occur.

F. Union Lists

The State will provide the Union with an up-to-date list of the names and addresses of the employees included in the negotiating unit by no later than the month of January and July of each year of this Contract.

G. Privileges for Union Stewards and Union Officers

1. The State and the Union recognize that officers of Local 518 and 195 have in their relationship to their jobs a need for continuity in the assigned shift and grievance district which exceeds that of other fellow employees. It is agreed, therefore, that these local Union Officers and Stewards will not be routinely moved from one shift to another or from one grievance district to another.

2. The State and the Union recognize the need to utilize all personnel to meet operational requirements effectively and in conformity with the commitment in section G. 1. above, movement of such local Union Officers and Stewards shall occur only when necessary and appropriate. In the event such movement is necessary and appropriate, the State will give the employee and the Union maximum prior notice wherever possible.

ARTICLE XXXIV

PROMOTION

Promotion qualifications and procedures for permanent career service employees are governed by the Department of Personnel pursuant to Statute and Rules and Regulations promulgated by the Merit System Board.

A. Upon promotion of a permanent employee, all sick leave and vacation balances shall be retained by the employee.

B. Upon promotion, an employee shall be informed of his new rate of compensation at least one (1) week in advance of the effective date.

C. Where an examination is required for appointment to a competitive or non-competitive position within the negotiating unit, appointments shall be based upon the results of such examinations.

D. 1. In appointments to non-competitive positions within the negotiating unit for which examinations are not required, the appointing authority will make such appointments on the basis of employee job classification seniority of those employees who are most qualified, providing that there are qualified employees. The usual scope of eligibility situation shall apply.

2. Where no employee is fully qualified for appointment under D. 1. above, contingent appointments may be made to employees most nearly qualified and who may fully qualify with a minimum of additional training (up to two (2) weeks on the job). Where there are more employees in the most nearly qualified group than can be granted contingent appointment, the selection will be made on the basis of State seniority. Employees who fail to qualify after such training will be returned to their previous position.

E. Provisional promotional appointments shall be made only in cases of emergency or when no complete employment list exists.

F. The appointing authority shall post the name of any employee promoted to another position in the negotiating unit.

ARTICLE XXXV

JOB POSTING AND ANNOUNCEMENTS - CAREER SERVICE

- A.** Promotional opportunities within the organizational unit in the competitive division shall be posted prominently for seven (7) calendar days. The posting shall include the classification, the salary range with the authorized hiring rate, if any, a description of the job, any required qualifications, and the procedure to be followed by employees interested in applying.
- B.** A promotional opportunity in the noncompetitive division or a job vacancy to be filled provisionally shall be posted at the work location where the vacancy exists if it constitutes an advancement opportunity for an employee at that work location. A broader posting may be made at the discretion of the appointing authority. The appointing authority may simultaneously advertise the position externally from the State. The notice shall be posted for seven (7) calendar days and shall include the classification, the salary range with the authorized hiring rate, if any, a description of the job, any required qualifications, and the procedure to be followed by employees interested in applying.
- C.** A copy of each notice shall be forwarded to the appropriate Union office: for Local No. 195 at 49 West Prospect Street, East Brunswick, NJ 08816, or for Local No. 518 New Jersey State Motor Vehicle Employees Union SEIU, AFL-CIO, to Nicholas Minutillo, 28 LaSalle Avenue, Hasbrouck Heights, NJ 07604, at the time of/or prior to general posting.
- D.** Where a promotion is consummated as a result of the job posting procedure, the appointing authority will post the name of the individual appointed for seven (7) calendar days and will forward a copy to the appropriate Union office.
- E.** The Union may inquire as to the status (provisional or permanent) of a position incumbent and such inquiry shall be answered by the appointing authority involved.
- F.** It is agreed that eligible employees who are fully qualified and apply for any position in the noncompetitive division in the negotiations unit or a position to be filled provisionally in the negotiations unit will be given preferential consideration over any non-employee applicant.

ARTICLE XXXVI

JOB VACANCY ANNOUNCEMENTS FOR UNCLASSIFIED EMPLOYEES

- A.** In situations where a vacancy in a specific job classification series arises, job vacancy announcements should be posted in order to inform unit employees serving in appropriate titles of a promotional possibility. Such job vacancy announcement shall be prominently posted within an organizational scope as determined by management for five (5) days. The announcement shall include a description of the job, any required qualifications, the location of the vacancy, the salary range, the hours of work and the procedure to be followed by employees interested in making an application.
- B.** A copy of each notice will be forwarded to the Union office of Local No. 195 at 49 West Prospect Street, East Brunswick, NJ, 08816.
- C.** It is understood that the job vacancy announcement process described above shall not hinder the appointing authority in filling the vacancy at the earliest time and is for informational purposes only.

ARTICLE XXXVII

MERIT SYSTEM EXAMINATIONS

- A.** Employees who are scheduled to take open competitive examinations for the positions in which they are provisional or promotional examinations administered by the Department of Personnel of the State of New Jersey for positions in the State service shall be granted time off

with regular pay to take such examinations and for travel time to the extent they are scheduled during the actual work shift of the employee.

B. Additionally, employees in the noncompetitive service who are scheduled by the Department of Personnel of the State of New Jersey to take open competitive examinations for the next higher title in their work unit which is in the competitive division of the career service shall be granted time off with regular pay to take such examinations and for travel time to the extent they are scheduled during the actual work shift of the employee.

C. Disputes as to which is the next higher title in the work unit are grievable only as an Article VII, A.2. grievance (non-contractual).

D. When an employee has been certified for promotion and is scheduled to be interviewed by the agency to which he may be promoted, he shall suffer no loss of regular pay to attend the scheduled interview including travel time to the extent it occurs during his actual work shift.

E. The above privileges will not be abused.

ARTICLE XXXVIII

LAYOFF AND RECALL - CAREER SERVICE

A. In the event it is necessary to layoff employees the Union will be given notice of impending general layoff at once.

If prompt request is made, the layoff and procedures will be discussed with the Union and a list of titles affected will be provided. In addition, the Union will be provided with a list of the names of employees in the unit whose positions will be initially vacated or abolished, when such is available. It is recognized that the provisions set forth below are illustrative of portions of the layoff and recall rights established under Merit System Statutes and Regulations and that the overall system is administered by the Department of Personnel.

B. Permanent employees within an organization unit will not be laid off before any emergency appointments, temporary appointments to temporary extra positions, provisional appointments to permanent positions or employees serving in working test periods, within the classification affected.

C. As required by the Department of Personnel, the State will provide notice of layoff to any permanent employee to be affected.

D. Job classification seniority shall be a factor when identifying which permanent employees are to be laid off.

E. The State will try to avoid layoff by transferring, reassigning or offering to demote employees to available vacancies.

F. Permanent employees affected by layoff requirements may exercise bumping rights within their job classification, statewide within the Department in which they are employed, or to equated or lower rated job classifications as provided.

G. The name of the permanent employee who is laid off shall be placed on a special reemployment list and he will be given absolute preference over any other applicant for recall to the job classification in which he had been employed and to equated job classifications provided such employee is capable of the work. No new employee shall be hired until all such eligible employees on layoff status desiring to return to work shall have been recalled.

H. Permanent employees will be recalled to work in the reverse order in which they were laid off by the appointing authority, subject to the limitation that those permanent employees who were laid off first for reason of an unsatisfactory performance rating shall be placed on a special reemployment list in accordance with their seniority credits. Notice of recall will be made in writing by mail to the employee's home address of record.

I. 1. An employee who is recalled must respond within five (5) calendar days of the date of receipt of the notice of certification for recall or within ten (10) days of the date of mailing or be considered to have abandoned his recall rights.

2. An employee recalled to his former or equated job classification must report for reinstatement or be considered to have abandoned his recall rights.

3. An employee recalled to a job classification with a lower salary rate than his previous job classification may refuse such position and remain eligible for recall.

J. An employee on layoff accrues no additional sick leave or vacation credits. When an employee is recalled from layoff and reinstated, he is considered to have continuous service credit for computation of future earned vacations.

ARTICLE XXXIX

LAYOFF AND RECALL FOR UNCLASSIFIED EMPLOYEES

A. In the event management determines that a department-wide layoff due to financial exigencies or programmatic changes must take place which will affect unclassified employees the following procedure shall be observed, except for Armorer III and IV and the unclassified employees at the New Jersey Water Supply Authority:

1. The Union shall be notified of the layoff as far in advance as possible.

2. Affected employees shall be given a generalized notice of layoff at least forty-five (45) calendar days prior to the reduction in force.

3. The State will supply the Union with relevant data concerning the layoff.

4. Employees serving in the same job classifications within the work unit affected who, in the judgment of management, have performed unsatisfactorily; or are lacking with respect to having achieved or maintained necessary and/or expected certifications, degrees, or like qualifications; or in the judgement of management are not as capable as others to perform current or future work assignments shall at the option of management be laid off first. Due consideration shall be given to the concepts of affirmative action.

5. Where, in the judgment of management, the elements set forth in section A.4. above, do not distinguish employees affected by the reduction in force such employees serving in the same job classification within the work unit shall be laid off in inverse order of job classification seniority. For purposes of this Article, an employee shall begin to accrue job classification seniority as of six (6) months subsequent to the effective date of the employee's initial appointment to the particular job classification to which he is assigned. Employees who are appointed to a new job title (due to promotion, for example) subsequent to having served the initial six (6) month period shall begin to accrue job classification seniority three (3) months subsequent to the effective date of the employee's appointment to such new job title, provided that there has been no break in service. An employee's job classification seniority accrued prior to a layoff shall be continued and again begin to accrue immediately upon the employee's return to full employment status in the same job title in which he had been serving prior to the layoff. Job classification seniority shall continue to accumulate until there is a break in service. Employees on unpaid leaves of absence or layoff shall not accrue job classification seniority during the leave or during the period of layoff. Employees who are reinstated due to improper application of this Article shall not suffer any loss of seniority accrual.

6. Nothing herein shall convey any bumping rights to employees covered by this article. Failure to comply with any element of this article shall not result in delaying the effectuation of the layoff, and any errors identified with respect to the application of this procedure shall be corrected on a prospective basis only. Back pay shall not be awarded.

7. The various appointing authorities shall create and maintain a recall list by title composed of those employees who were laid off. The list shall continue in existence for nine (9) months following the date of layoff. Employees who are fully qualified, possessing credentials deemed necessary, whose performance has been satisfactory and who are capable of performing the work to be assigned shall be recalled in inverse order of layoff. The appointing authority shall not be required to recall employees who were laid off pursuant to section A.4. above, however, such employees may be recalled at the option of the appointing authority when the list of eligible employees is exhausted.

8. The term job classifications as used in this article shall encompass all titles within a title series. Hence, layoff will be based upon total seniority within a title series when applicable.

B. Procedure: The appointing authority shall simultaneously notify by regular mail or phone at least three (3) eligible employees of a vacancy in their particular title and a copy of such notice shall be forwarded to the Union. The most senior capable employee affirmatively and timely responding to the notice shall fill the position. The employee must respond within five (5) working days of the receipt of the notice or within ten (10) working days after the mailing. The letter of recall shall specify the latest date by which the employee may timely contact the appointing authority. Employees who do not respond in a timely manner may be permanently removed from the list. Each employee shall be responsible for keeping the appointing authority advised of their current address and phone number. The employee must report to work within a reasonably prompt period of time which in no case shall exceed twenty (20) calendar days. Failure to report within the time frame set forth above may result in forfeiture of the position to which the employee had been recalled and elimination from the recall list.

ARTICLE XL **OUT-OF-TITLE WORK**

The State and the Union agree that employees shall be assigned work appropriate to and within their job classification. The assignment of out-of-title work on other than an incidental basis shall be avoided. Instances of such out-of-title work identified by the Union and formally brought to the attention of the State shall be corrected immediately or by phasing out such assignments at the earliest possible time which shall in any case be no later than three (3) months from the time of notification by the Union. The entire three month phase out period will only be used where the operational needs are such that the work cannot be phased out sooner. The three month phase out period will not be abused. Any dispute as to whether the work is within the job classification of the employee(s) involved may be resolved by appeal to the Department of Personnel where the matter will be heard within twenty-one (21) days and a decision rendered within ten (10) days of that hearing. Any dispute concerning the phasing out period will be resolved through the grievance procedure, initiated at Step Three.

ARTICLE XLI **PERFORMANCE ASSESSMENT REVIEW**

I. Paragraphs A. through H. below shall apply only to employees in the classified service covered by this Agreement.

A. 1. The State will maintain a performance assessment review system for all employees, except those on trainee status, covered by this Agreement. The system will include a formal process whereby the employee and his designated supervisor mutually formulate performance and improvement goals and work standards appropriate to the job performed, which shall be a basis for measuring the employee's performance during a rating period.

2. During the normal probationary period of four (4) months, the employee will be informed of the standards of performance to be achieved and will be advised of the specific deficiencies in his progress, immediately in writing, at the end of the second and fourth months. Should the State extend the probationary period to a maximum of six (6) months, the employee will be similarly advised at the end of the fifth month and sixth month.

B. 1. There shall be a formal written evaluation and rating of each employee completed annually which shall be the basis for granting a normal merit increment to eligible employees. More frequent evaluations may be made where circumstances such as promotion, assignment change, transfer, change of supervisor or other reason may warrant. In such cases the annual rating shall be a function of all such evaluations.

2. Employees who are eligible and whose performance is above the "Significantly Below Standard" level shall be granted a normal merit increment.

3. It is understood that work load should be a relevant consideration in determining an employee's overall performance evaluation.

C. Performance Evaluation Conference

At least every six (6) months the employer shall have a conference with the employee in connection with performance evaluation and improvement goals and work standards. Ratings and conferences ordinarily shall be given by or conducted by the immediate supervisor. A written record of such conference shall be provided to the employees within three (3) weeks of the conference.

D. Less than "Standard" Rating

1. a. Where the performance of an employee is less than "Standard", the designated supervisor will confer with such employee at least once every three (3) months and shall set forth the deficiencies and improvement goals required to achieve a "Standard" level of performance or better.

b. A record of such conferences shall be made and copy given to the employee within two (2) weeks of the conference.

c. Grievances which evolve from the inability of the employee and designated supervisor to reach agreement on performance and improvement goals and work standards be treated as an Article VII, A.2. non-contractual grievance.

2. Where a normal merit increment has not been earned due to a "Significantly Below Standard" rating and the performance of the employee improves to the point which warrants granting of the normal merit increment, such increment may be granted effective on any payroll period following 90 days from the anniversary date.

3. The normal anniversary date of such employee shall not be affected by this action.

4. Where a normal merit increment has been denied, the performance ratings concerned with the issue of restoration, as provided in section D.2. above shall not be grievable.

E. The required signature of the employee on the annual evaluation form, or on any other related form, shall be acknowledgment but shall not be construed to mean agreement with the content unless such agreement is stated thereon by the employee.

F. Orientation Material

The State will use a variety of communications media, which may include booklets, pamphlets, publications, letters and announcements, to keep employees informed on the current status of the Performance Assessment Review System. All new employees at the time of hire shall receive an orientation booklet describing the objectives of the evaluation system. Such material will be distributed to employees through their appropriate personnel function. Additional copies of such communications shall be supplied to the Union at its request.

G. In the event of a proposed modification or change in part or all of the Performance Evaluation System, the State agrees to discuss such changes with the Union prior to its introduction and/or adoption.

H. Employees receiving ratings above that of "Significantly Below Standard" shall be granted an increment.

II. Paragraphs A. through B. below shall apply only to employees in the unclassified service covered by this Agreement.

A. The performance evaluation systems for unclassified employees covered by this Agreement that are operative on the effective date of this Agreement shall remain operative for the duration of the Agreement provided that if a department changes its system, the employees affected will be given reasonable notice to prevent any hardship and the department will either adopt the system described in this Article under section I., paragraphs A. through H. above, or if another system is to be adopted, the change shall be subject to negotiations to the extent negotiable if requested by the Union.

B. Where grievances pertaining to performance evaluation and/or denial of normal merit increment based upon the above mentioned departmental policies are pursued to arbitration, the award of the arbitrator shall be advisory and non-binding.

ARTICLE XLII
TUITION AID PROGRAM

- A.** Where a department or appointing authority of the State has established a tuition aid program, the Union shall be provided with a published description of the program, if available. Applications for tuition aid and determinations concerning the approval and conditions for payment shall be in accordance with the Merit System Rules (N.J.A.C. 4A:6-4.6).
- B.** The State Colleges/Universities Tuition Waiver Program is described in Letter of Agreement #18 in the back of this Contract.

ARTICLE XLIII
SUBCONTRACTING OF WORK

- A.** The State will discuss with the Union any decision to subcontract work based on solely fiscal reasons when it is apparent that employees will be laid off as a direct result of the subcontracting.
- B.** If, during the term of this contract, the State contracts out or subcontracts out work normally performed by employees covered by this Contract and such action results in layoff or demotion, employees affected will be given every priority available to continue their employment within their classification or any other position available for which they are qualified, prior to layoff or demotion. Any employee thus affected will be protected by the layoff and recall provisions of the Contract and by any relevant laws, rules and regulations.

ARTICLE XLIV
PRESENTATION OF CONTRACT TO EMPLOYEES

A. Printing of Contract

The State will reproduce this Contract in sufficient quantities so that each employee in the negotiations unit may receive a copy, plus additional reserve copies for distribution to employees hired during the term of the Contract. The cover of the Contract will include the seal of the State of New Jersey and the Union insignia. The Union will be supplied with a reasonable number of reserve copies for its use.

B. Membership Packets

The Union may supply the State with membership packets which contain information for distribution to employees in the unit, which may include a membership application and a description of the role of the Union as employee representative and any other mutually agreed upon material, and the State will distribute such packet to employees in the unit along with the distribution of a copy of the Contract.

ARTICLE XLV
EFFECT OF LAW

A. Legislative Action

1. If provisions of this Contract require legislative action or require adoption or modification of the rules and regulations of the Department of Personnel to become effective, or require the appropriation of funds for their implementation, it is hereby understood and agreed that such provisions shall become effective only after the necessary legislative action or rule modification is enacted, and that the parties shall jointly seek the enactment of such legislative action or rule modification.

2. In the event that legislation becomes effective during the term of this Contract which has the effect of improving the wages and fringe benefits otherwise available to eligible employees in

this unit, this Contract shall not be construed as a limitation on their eligibility for such improvements.

B. Savings Clause

1. If any provision of this Contract shall conflict with any Federal or State law, or have the effect of eliminating or making the State ineligible for Federal funding, that specific provision of this Contract shall be deemed amended or nullified to conform to such law. The other provisions of the Contract shall not be affected thereby and shall continue in full force and effect.

2. Upon request of either party, the State and the Union agree to meet and renegotiate any provision so affected, as permitted by law.

ARTICLE XLVI

ADMINISTRATION OF CONTRACT MEETINGS

A. 1. Should it appear necessary or appropriate, the State and the Union representatives will meet quarterly to discuss problems relating to the administration of this Contract.

2. Such representatives of the State (Office of Employee Relations) and the Union shall meet some time during the second week of July, October, January and April, or whenever the parties mutually deem it necessary. These meetings are not intended to by-pass the grievance procedure or to be considered collective negotiation meetings but are intended as a means of fostering good employment relations through communications between the parties.

3. Either party may request a meeting and shall submit a written agenda of topics to be discussed seven (7) days prior to such meetings.

B. A maximum of three (3) members of the Unit may attend such meetings and if on duty, shall be granted time off to attend, not to be deducted from the time provided in Article XXXIII. Union Rights and Representation.

ARTICLE XLVII

MAINTENANCE OF BENEFITS, EFFECT OF CONTRACT AND COMPLETE CONTRACT

A. Maintenance of Benefits

The fringe benefits, which are substantially uniform in their application to employees in the unit, and which are currently provided to those employees, such as the Health Benefits Program, the Life Insurance Program and their like, shall remain in effect without diminution during the term of this Contract unless modified herein, changed pursuant to statutory authority or modified by subsequent agreement of the parties.

B. Effect of Contract

Regulatory policies initiated by the various managers of individual institutions or work locations where these employees are working which have the effect of rules governing working conditions within the individual institution or work location and which conflict with any provision of this Contract shall be considered to be modified consistent with the term of this Contract, provided that if the State changes or intends to make changes which have the effect of eliminating such rules, the State will notify the appropriate Union in writing: Local No. 195 at the Union Headquarters, 49 West Prospect Street, East Brunswick, NJ 08816, or to Local No. 518, New Jersey State Motor Vehicle Employees Union, SEIU, AFL-CIO, to Nicholas Minutillo, 28 LaSalle Avenue, Hasbrouck Heights, NJ 07604. If a request to negotiate is made by the Union to the Governor's Office of Employee Relations within ten (10) days of such notice or of such change or of the date on which the change would reasonably have become known to the employees affected, the State shall enter negotiations with the Union within twenty (20) days of such request on the matter involved, providing the matter is within the scope of issues which are mandatorily negotiable under the New Jersey Employer-Employee Relations Act as amended and further, if a dispute arises as to the negotiability of such matters, that the procedures of the Public Employment Relations Commission shall be utilized to resolve such dispute.

C. Complete Contract

The State and the Union acknowledge this to be their complete Contract, except as may be added hereto by particular reference in Memorandum of Understanding predating the date of signing of this Contract, and inclusive of all negotiable issues whether or not discussed and hereby waive any right to further negotiations on any issues presented except that proposed new rules or modifications of existing rules governing working conditions shall be presented to the appropriate Union in writing at either: Local No. 195 at Union Headquarters, 49 West Prospect Street, East Brunswick, NJ 08816, or to Nicholas Minutillo, Local No. 518, New Jersey State Motor Vehicle Employees Union, SEIU, AFL-CIO at 28 LaSalle Avenue, Hasbrouck Heights, NJ 07604, and negotiated upon the request of the Union to the Governor's Office of Employee Relations, as may be required pursuant to the New Jersey Employer-Employee Relations Act as amended. Disputes concerning the application or interpretation of this law may only be resolved by submission to the Public Employment Relations Commission under the appropriate scope of negotiations or unfair practice procedures.

**ARTICLE XLVIII
PRESERVATION OF RIGHTS**

Notwithstanding any other provision of this Contract, the parties hereto recognize and agree that they separately maintain and reserve all rights to utilize the processes of the Public Employment Relations Commission and to seek judicial review of/or interpose any and all claims or defenses in legal actions surrounding such proceedings as unfair practices, scope of negotiations, enforcement or modification of arbitration awards, issues of arbitrability, and specific performance of the Contract.

**ARTICLE XLIX
NOTICES**

For the purpose of giving notice as provided in Article L, Term of Contract, the State may be notified through the Director, Governor's Office of Employee Relations, State House, 4th Floor, PO Box 228, Trenton, New Jersey 08625; and the Union through the President, Local No. 195, the International Federation of Professional and Technical Engineers, AFL-CIO, 49 West Prospect Street, East Brunswick, NJ 08816, or through the President, Local No. 518, the New Jersey State Motor Vehicle Employees Union SEIU, AFL-CIO, 28 LaSalle Avenue, Hasbrouck Heights, NJ 07604.

**ARTICLE L
TERM OF CONTRACT, REOPENING, SUCCESSOR CONTRACT AND NEGOTIATION
PROCEDURES**

A. Term of Contract

This Contract shall become effective on the date when the Union presents written certification of proper ratification to the State and shall remain in full force and effect until June 30, 2003. The certification shall be effective if delivered to the State within thirty (30) days of the signing of the Contract.

B. Successor Contract

The Contract shall be renewed from year to year thereafter unless either party shall give written notice of its desire to terminate, modify or amend the Contract. Such notice shall be by certified mail prior to October 1, 2002, or October 1, of any succeeding year for which the Contract has been renewed. The parties agree to enter into collective negotiations concerning a successor Contract to become effective on or after July 1, 2003 subject to the provision above.

C. Negotiations Procedures

The parties also agree to negotiate in good faith on all matters properly presented for negotiations. Should an impasse develop, the procedures available under law shall be utilized exclusively in an orderly manner in an effort to resolve such impasse.