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IDnum 171 **Language** English **Country** United States **State** NJ

Union CWA (Communications Workers of America) AFL-CIO

Local

Occupations Represented
Office and administrative support worker supervisors and managers

Bargaining Agency New Jersey Office of Employee Relations in the Governors Office

Agency industrial classification (NAICS):

92 (Public Administration)

BeginYear 1999 **EndYear** 2003

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Notes

Contact

Full text contract begins on following page.

**HIGHER LEVEL SUPERVISORS UNIT AGREEMENT
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PREAMBLE

This Agreement made between the State of New Jersey, hereinafter referred to as the "State" and the Communications Workers of America, Higher Level Supervisors, hereinafter referred to as the "Union", covering employees in the Higher Level Supervisors Unit, has as its purpose the improvement and 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.

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

ARTICLE I

RECOGNITION OF RIGHTS AND DEFINITIONS

A. Recognition of Union and Unit

1. The State by the Office of Employee Relations in the Governor's Office hereby recognizes the Union as the exclusive representative for collective negotiations for wages, hours of work and other terms and conditions of employment for all its employees in the state-wide Higher Level Supervisors Unit. The State will not negotiate with nor grant rights afforded under terms or provisions of this Agreement to any other employee organization in connection with the employees in this unit.

2. a. Included are all full-time permanent, career service, unclassified and provisional employees and all permanent full-time ten (10) month employees (career service, unclassified and provisional) and permanent part-time employees (career service, unclassified and provisional) who are employed a minimum of twenty (20) hours per week for forty (40) hour fixed workweek titles and seventeen and one-half (17½) hours per week for thirty-five (35) hour fixed workweek titles, and who are included in the classifications listed in Appendix II.

b. Whenever new classifications of employees are created, the State shall assign to such classification a unit designation, if appropriate. The State will notify the Union in writing of such designation to or elimination of title from this negotiations unit thirty (30) days prior to the effective date of amending such listing. If requested in writing, the State will discuss any such designation with the Union. In the event the parties cannot reach agreement following such discussions, the dispute may only be submitted to the Public Employment Relations Commission for resolution consistent with its rules and regulations.

3. Excluded are:

- a. Managerial Executives
- b. Non-Higher Level Supervisors
- c. Confidential employees
- d. Policemen
- e. Craft employees
- f. Professional employees
- g. Classifications designated within other recognized and appropriate units
- h. Classifications within the State Colleges and Universities except those in the State College/University System which are included.
- i. All other employees of the State of New Jersey.

B. Management Rights

1. 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.

2. Except as specifically abridged, limited or modified by the terms of this Agreement 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.

C. Definitions

1. All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

2. The term "holiday" means any day so designated under Article XVII or a day especially designated by the Governor.

3. The term "work unit" refers to a group of employees whose activities are closely related and whose conditions of work are governed by a single element of managerial activity. "Organizational Unit" is an institution or a functional activity of one of the departments of State government as from time to time may be designated by the State. Each employee will be informed by his appropriate departmental authorities of the work unit and organizational unit in which he is employed.

4. NE (non-exempt, no limit) employee - Employees who work at least a 35 hour workweek with occasional requirements for a longer workweek to complete projects or assignments. These employees are covered by the provisions of the Fair Labor Standards Act which mandates time and one-half (pay or compensatory time off) for hours in a week worked over 40 hours.

5. An unfair practice is any action of either party so defined in Amendments to Chapter 303, Laws of 1968.

D. Special Circumstances

1. Employees who are within the classifications included in this unit but appointed under the CETA Program or other comparably funded employment programs, are considered to be subject to all provisions of this Agreement 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 Agreement which would otherwise be operable.

2. Any grievance as to whether or not the provisions of the Agreement conflict with Federal legislation or regulations or any agreement with a local government prime sponsor shall be considered to be governed under A.2. of the Grievance Procedure or if relating to any matter within Paragraph C, Section 1., of the Grievance Procedure, then directly to the Department of Personnel.

ARTICLE II

POLICY AGREEMENTS

A. Non-Discrimination

The State and the Union agree there shall be no discrimination against any employee because of age, sex, affectional or sexual orientation, marital status, race, color, religion, national origin, physical handicap, political affiliation or Union membership, or legal Union activity permitted herein.

B. Dues Deduction and Membership Information

1. Dues Deduction

a. The State agrees to deduct from the regular paycheck of any employee dues of the Union provided the employee submits an authorization for dues deductions 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.

b. Dues deductions for any employee in this negotiating unit shall be limited to the Union. Employees shall be eligible to withdraw such authorization only as of July 1 of each year provided the notice of withdrawal is filed timely after May 15 with the responsible payroll clerk.

c. Dues so deducted by the State shall be transmitted to the Secretary/Treasurer of the Union together with a listing of the employees included.

d. 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.

e. Whenever an employee's dues deduction is discontinued, the Union shall be provided with the State's reason for the discontinuation on a quarterly basis.

2. Representation Fee (Agency Shop)

a. Subject to the conditions set forth in the paragraphs 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.

It is understood that the implementation and/or continuation of the agency fee program is predicated on the demonstration by the Union that more than 50% of the eligible employees in the negotiating unit are dues paying members of the Union.

In each year of the Contract on January 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 below.

If the agency fee is discontinued, an assessment shall be made on each quarterly date; i.e., January 1, April 1, July 1 or October 1, to determine if the minimum percentage is exceeded. If the minimum percentage is exceeded the agency fee plan shall be reinstated, with proper notice to affected employees.

b. Amount of Fee

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 B.I.d. above.

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.

c. Deduction and Transmission of Fee

After verification by the State that an employee must pay the representation fee, the State will deduct the fee for all eligible employees in accordance with this article.

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.

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.

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.

d. 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 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 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.

e. 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 an agreement to deduct made by the State in accordance with this provision. Neither the State nor the employee shall be responsible for any back payment of the representation fee for any cause upon the entry or reentry of the employee into the Union from an excluded position or another unit. The term excluded position shall include but not be limited to confidential, managerial and exempted positions.

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

f. Legal Requirements

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

3. Membership Information

The State agrees to provide to the designated representative of the Union on a semi-annual basis a complete up-to-date listing of all employees covered by this Agreement together with their addresses and job titles as they appear on the records of the State. Such list shall also include the coded payroll location and dues deduction status of each employee. The Union shall disclose such information only to its officials and representatives whose duties require access to such information.

C. Policy Agreements, Strikes and Lockouts

1. During the term of this Agreement, the Union agrees not to engage in or support any strike, work stoppage, slowdown, or other similar action by employees covered by this Agreement.

2. No lockout of employees shall be instituted or supported by the State during the term of this Agreement.

3. The Union recognizes its responsibility as exclusive collective negotiations agent and agrees to represent all employees in the unit without discrimination.

4. These agreements are not intended to limit the freedom of speech or demonstration of the Union or its members.

5. It is agreed that the State and the Union shall refrain from the commitment of any unfair practice and it is further agreed that the requirements of negotiability as set forth in Chapter 303, Laws of 1968 and as amended, shall guide the conduct of the parties during the terms of this Agreement.

6. 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. It is agreed that verbal and/or physical harassment of an employee is inappropriate.

D. Administration of Agreement

1. A committee consisting of State and Union representatives may meet for the purpose of reviewing the administration of the Agreement and to discuss problems which may arise therefrom.

2. Said committee meetings shall be scheduled some time during the second week of March, June, September and December. For the purpose of this Agreement, these meetings are not intended to bypass the grievance procedure nor to be considered collective negotiation meetings but rather are intended as a means of fostering good and sound 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 meeting.

4. A maximum of five (5) employee representatives of the Union, exclusive of Union staff or Attorney representative, may attend such quarterly meeting and, if held during regular work hours, they shall be granted time to attend without loss of pay.

5. Status of Pending Department of Personnel Matters

During the meeting the Union may in addition present up to four (4) specific matters of particular importance pending before the Department of Personnel which the State will investigate and respond to the Union with regard to the current status of such pending matters. Such response will be made within a reasonable period of time.

ARTICLE III

DEPARTMENT OF PERSONNEL RULES

The administrative and procedural provisions and controls of Merit System Laws and the Rules and Regulations promulgated thereunder, are to be observed in the administration of this Agreement, except and to the extent that this Agreement pertains to subjects not therein contained or where this Agreement is contrary to, or in conflict with such provisions and controls. Where the terms of this Agreement specifically indicate an understanding contrary to, or in conflict with any such provisions and controls, the parties agree, if necessary under law, to jointly seek modification or amendment of the particular rule or statute to be then consistent with the terms of the Agreement by appeal to the Merit System Board or the Legislature. Nothing herein shall be construed to deny any individual employee his rights under Merit System Laws or Regulations.

ARTICLE IV

GRIEVANCE PROCEDURE

A. A "Grievance" is:

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

2. A claimed violation, misinterpretation or misapplication of rules or regulations, existing policies, orders, letters of memoranda or agreement, administrative decisions, or laws, applicable to the agency or department which employs the grievant which establish terms and conditions of employment and which are not included in A.1. above (non-contractual grievance).

B. Purpose and Employee and/or Union Rights

1. The purpose of this procedure is to resolve grievances and to assure prompt and equitable solutions of problems arising from the administration of the Agreement, or other conditions of employment by providing the exclusive vehicle set forth in this Article for the settlement of employee grievances, except that a grievant may request that the Merit System Board agree to review any matter as defined in A.2. above which by the terms of this grievance procedure may not be processed beyond Step Two, provided that such matter is within the jurisdiction of the Merit System Board. Nothing herein can be construed to require the Board to review such matter but any declination will be made in writing to the grievant and to the Union if a request to the Department of Personnel is made by the grievant.

2. It is agreed that the individual employee is entitled to use this grievance procedure and to be represented by the Union upon his request in accordance with the provisions hereof. He shall not be coerced, intimidated or suffer any reprisal as a direct or indirect result of such use.

3. Nothing in this Agreement shall be construed as compelling the Union to submit a grievance to arbitration or to represent an employee before the Merit System Board. 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.

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

5. Where an individual grievant initiates an A.1. grievance, such grievance shall only be processed through Union representation.

6. The State will upon request, make available to the Union information in its possession to which the Union is entitled, to properly represent the grievant. Such request for information by the Union shall be made to the appropriate management official within five (5) working days after the grievance is filed or

appealed to Step Two. Management shall provide the Union with the above mentioned information no later than 72 hours prior to the hearing or meeting.

C. Scope of Grievance

1. Unless specifically provided for elsewhere in this Agreement, where the grievance involves an alleged violation of individual rights specified in the Merit System's law and rules for which a specific appeal to the Department of Personnel is available, the individual must present his complaint to the Department of Personnel directly, provided however, where allegations of violations of other employee rights which derive from this Agreement occur, it is intended that the provisions of this grievance procedure are to be utilized.

2. A claim of improper and unjust discipline against an employee shall be processed in accordance with Article V of this Agreement.

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

D. General Rules and Procedures

1. Any member of the collective negotiating unit may orally present and discuss his complaint with his immediate supervisor on an informal basis.

2. Where the subject of a grievance, or its emergent nature, suggests it is appropriate, and where the parties mutually agree, which agreement shall not be unreasonably withheld, such grievance may be initiated at or moved to any step of the procedure without hearing at a lower step.

3. a. 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 initiation of such group grievance may be by appropriate Union representative(s) or one (1) of the grievants or both. A group grievance will only be processed by the Union and one (1) of the grievants designated by the Union. Nothing herein shall be construed as requiring the Union to process the group grievance.

b. 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.

c. Where a group grievance affecting employees in one (1) or more departments results from the application of an order or policy imposed by a level higher than the departments affected and results in an alleged violation of this Agreement, the Union may submit such grievance in writing to the Office of Employee Relations instead of initiating it at another level as though such submission were being filed at Step Two and with all procedural conditions set forth herein pertaining, except that the ten (10) days for hearing shall be twenty-five (25) days. A refusal to hear the grievance by the Office of Employee Relations shall not affect the timeliness of the filing.

4. In the event that the grievance has not been satisfactorily resolved on an informal basis, then an appeal may be made on the grievance form specified below.

5. All grievances shall be presented in writing to the designated representative of each of the parties against whom it is made on "Grievance Forms" to be provided by the State. 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. The form shall contain a general description of the relevant facts from which the grievance derives and references to the sections of the Agreement, if any, which the grievant claims have been violated. The grievance form must be completed in its entirety. A group grievance initiated by employees and/or the Union may be presented on the above form, or in another format provided that the grievance is fully set forth in writing and contains all the information called for by said form. Reasonable supplies of grievance forms shall be available at local offices of the State to employees or representatives of the Union.

6. Should the grievant elect to process his non-contractual grievance without Union representation, he shall so indicate on the grievance form at Step One. The Union shall be sent a copy of such grievance upon receipt of the form by the personnel office of the involved appointing authority. In exception to D.7.,

below, the appointing authority shall be required to send to the Union a copy of the final disposition of grievances presented without Union representation upon request of the Union.

7. The Union shall be given a copy of the final disposition of all grievances. A copy of the decision of the State at each step shall be provided to the grievant and to the Union representative involved.

8. The Union may undertake to amend the grievance during the initial step at which such grievance is filed. It is understood that such amendment is only for the purpose of clarification and shall not be utilized to change the nature of the grievance or to include additional issues.

9. 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 in writing by the Office of Employee Relations and the authorized representative of the Union.

10. If a grievance is appealed to the Second Step and a determination is made by the Department Head or his designee that a resolution of the grievance is not within the authority of the department, the grievance may be forwarded to the Office of Employee Relations wherein a determination shall be made relative to the appropriate disposition of such grievance.

a. In the event the Department Head or his designee determines that the grievance is not within the authority of the department, and decides not to hear the grievance, the Union only may submit such grievance to the Office of Employee Relations within ten (10) days from the receipt of such departmental decision. Should the department decide to hold a hearing and in the course of such hearing the department determines that a resolution of the grievance is not within its authority, the Union only may submit the grievance to the Office of Employee Relations within ten (10) days from the receipt of such determination. A determination by the Union not to pursue the grievance shall be final.

b. Within twenty (20) days from the receipt of the grievance, the Office of Employee Relations, or its designee will respond relative to the appropriate disposition of the grievance. Such disposition may involve:

- (1) Assignment of the matter to a designated Department or Agency,
- (2) Hearing of the grievance by the Office of Employee Relations,
- (3) A determination by the Office of Employee Relations without hearing,
- (4) Redirection to the Department in which the grievance was initiated requiring a substantive answer to the grievance or,
- (5) Other disposition determined by the Office of Employee Relations to be appropriate.

If the Office of Employee Relations determines a hearing is necessary, such hearing will be scheduled within twenty (20) days from the receipt of the grievance. Decisions shall be rendered as provided in section E.3. If the grievance involves a non-contractual matter as defined in A.2. the decisions of the Office of Employee Relations, or its designee, shall be final. If the grievance involves a matter as defined in A.1. above, such grievance may be appealed to Step Three-Arbitration, provided all of the conditions and time limits detailed in Step Three are met. Time limits referred to in Step Three are applicable to the circumstances in 10.b., (1)-(5), above. Where the Union makes no timely and appropriate request to utilize this procedure, it is understood the conditions concerning the arbitration procedure (Step Three) shall be unchanged.

11. For purposes of this Article, a "shop steward" is an employee in the active employ of the State serving as the recognized union representative in the grievance district. A "Union staff representative" or "local Union officer" shall be a person in the active employ of the Union and not the State.

12. When an employee formally elects to undertake the resolution of a contractual grievance through any available procedure established by an agency of proper authority outside of those provided herein, such election shall constitute an absolute waiver of the option to appeal the grievance to arbitration unless the parties mutually agree otherwise.

E. Grievance Time Limits and Management Responses

1. A grievance must be filed initially within thirty (30) calendar days from any 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 Article are working days of the party to which they apply.

2. Hearings or meetings shall be scheduled as set forth below and decisions after a scheduled hearing shall be rendered in writing within established time limits as set forth herein. A decision will be considered

timely if rendered within the following time limits or within ten (10) days after the conclusion of a scheduled meeting at Step One and twenty (20) days after the conclusion of a scheduled hearing or grievance meeting at Step Two, whichever is later.

- a. at Step One within seven (7) days of the receipt of the grievance;
- b. at Step Two, within ten (10) days of the receipt of the appeal from the Step One 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 scheduled hearing or grievance meeting, the grievance may be appealed within seven (7) working days to the next step. The lack of response by the State within the prescribed time periods, unless time limits have been extended by mutual agreement, should be construed as a negative response.

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

5. Time limits under this Article may be changed by mutual agreement and request for extensions of time limits will not be unreasonably withheld.

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) days provided in E.l. above except that payroll errors and related matters shall be corrected to the date of error.

8. Meetings and/or hearings shall be scheduled by the Department after consultation with the Union as to availability of mutually convenient dates within the time limits set forth herein. Accommodation of a short period beyond these limits may be made for sufficient reason.

9. All management decisions shall include a written explanation of the reason for the decision.

F. Time Off for Grievance Investigation

1. When a grievance has been formally submitted in writing and the Union represents the grievant, and where the Union Steward requires time to investigate such grievance to achieve an understanding of the specific work problem during working hours, the Steward 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 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 could 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 or meeting.

G. Time Off

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 or meeting of the employee's grievance scheduled during work hours;
- b. for necessary travel time during working hours.

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

2. 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.

3. At grievance meetings, resource people may be heard and pertinent records received in accordance with paragraph H., below. At grievance hearings, witnesses may be heard and pertinent records received in accordance with paragraph H., below.

H. Grievance Steps and Parties Therein

The State and the Union agree to meet the last week of every month to try to resolve grievances that are being appealed to arbitration. The parties shall mutually agree on a day in the last week of every month. The Union may bring a local union officer or a union staff representative to the meetings. The State may bring representatives from the Departments to the meetings.

1. It is understood by the parties that the grievant shall receive a hearing on the grievance prior to Step Three unless the grievance is satisfactorily resolved.

2. Step One

a. In the event the matter is not resolved informally, the grievant may submit his grievance in writing to the office or individual designated by the Department to process the matter. Management shall schedule a grievance meeting pursuant to paragraph E., section 8. At the first step grievance meeting the grievant may be represented by the steward, or the Unions designated local officer or local Union staff representative who is not an employee. In a meeting, one person shall act as spokesperson for the grievant and one person shall act as spokesperson for management.

b. A reasonable number of resource people shall be allowed to attend a grievance meeting if mutually agreed to by the parties. A resource person is an individual in the active employ of the State who possesses direct information important to the clarification of the matter and shall be treated in accordance with G.2., above, for purposes of time off. At the meeting the Union will present its side of the grievance through the grievant and its resource people. Management will then proceed to present its responses to the Union's presentation.

c. If the parties reach a resolution on the grievance submitted, a statement setting forth the terms of the agreement shall be written and signed off by the parties. If no resolution is reached management shall put forth a statement stating the issue(s) grieved, the contract articles cited in the grievance, a summary of each party's presentation, and a conclusion that no agreement between the parties have been reached and why such resolution has not been reached. Such written statement shall be rendered within the time frameworks outlined in section E(2) of this article. The statement issued at Step One shall be construed as management's Step One decision.

3. Step Two

a. If the grievant is not satisfied with the disposition of the grievance at Step One, he may appeal to the Department Head or his designee. The appeal shall be accompanied by the decisions, if any, at the preceding levels and any written record that has been made a part of the earlier proceeding. The grievant may be represented by the Steward and/or the designated Union representative and/or the designated local Union officer. One person shall act as spokesperson for the grievant and one person shall act as spokesperson for management. Either party may make a verbatim record through a certified shorthand reporter. Such record is to be made at the expense of the party who makes it. However, if both parties want a copy of the transcript, the cost of the transcript and the reporter shall be shared equally.

b. If the decision involves a non-contractual grievance as defined in A.2., the decision of the Department Head or his designee shall be final except that the provisions of B.1 pertaining to the Merit System Board review shall not be denied.

4. The Union representative shall have the right directly to examine or cross examine witnesses who appear at any step of this procedure.

5. Step Three - Arbitration

a. In the event that the grievance has not been satisfactorily resolved at Step Two, and the grievance involves an alleged violation of the Agreement as described in the definition of a grievance in A.1 above, then arbitration may be brought only by the Union, through its designee within thirty (30) calendar days from the day the Union received the Step Two decision or from the date on which the Step Two decision was due, by mailing a written request for arbitration to the Public Employment Relations Commission and sending a copy to the Office of Employee Relations. In the event the Union deems it necessary to use an additional period beyond the thirty (30) days provided herein the time to appeal may be extended by the Union to not more than twenty (20) additional calendar days. Should the Union use

any of these additional days, it is understood that the time used in computing the extent of the State's liability shall not exceed twenty (20) days from the day the Union received the Step Two decision or from the date on which the Step Two decision was due. If mutually agreed, a pre-arbitration conference may be scheduled to frame the issue or issues. All communications concerning appeals and decisions at this Step shall be made in writing. The request for arbitration shall contain the names of the department or agency and employee involved, a copy of the grievance form and the Step Two decision, if available.

b. Within thirty (30) days of the execution of this Agreement, the parties shall mutually agree upon a panel of not less than five (5) arbitrators. Each member of the panel shall serve in turn 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.

c. The arbitrator shall conduct a hearing to determine the facts and render a decision in writing to the parties. The arbitrator shall not have the power to add to, subtract from, or modify the provisions of this Agreement or laws of the State, or any written policy of the State or subdivision thereof not inconsistent with this Agreement, 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 I.C., Management Rights, and shall confine his decision solely to the interpretation and application of this Agreement. 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. The decision or award of the arbitrator shall be final and binding consistent with applicable law and this Agreement. 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 Agreement, provided such remedy is permitted by law and is consistent with the terms of this Agreement. The fees and expenses of the arbitrator shall be divided equally between the parties. Any other cost of this proceeding including the cost of recording shall be borne by the party incurring the cost.

d. The arbitrator shall hold the hearing at a time and place convenient to the parties within thirty (30) calendar days of his acceptance to act as arbitrator and shall issue his decision within thirty (30) days after the close of the hearing. In the event a disagreement exists regarding the arbitrability of an issue, the arbitrator shall make a preliminary determination as to whether the issue is arbitrable under the express terms of this Agreement. Once a determination is made that such a dispute is arbitrable, the arbitrator shall then proceed to determine the merits of the dispute.

e. Whenever a grievance which is to be resolved at Step Three, Arbitration, is based on a provision of this Agreement in which the power or authority of the arbitrator is specifically limited to an advisory award, that limit shall be observed and all the provisions of paragraphs b, c and d above shall be operable except that the award and opinion shall be advisory and not binding on the parties. However, absent a particular exception the provisions of the grievance procedure above shall be operable.

ARTICLE V

DISCIPLINE

A. The terms of this Article apply to permanent career service employees. Other employees shall be covered only as 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. 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. Disciplinary action may be initiated for any of the reasons specified in Merit System Board Rules or for any circumstance amounting to sufficient cause.

D. The burden of proof in disciplinary procedures shall be upon the State, except as otherwise provided in J.2.

E. General Procedures

1. Where an appointing authority or his designee imposes or intends to impose discipline, written notice of such discipline shall be given to the employee. Such notice shall contain a reasonable 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.

2. The name of any employee who is notified of an official written reprimand, suspension, fine, or dismissal or intended suspension, fine, or dismissal, shall be transmitted to the Union representative as soon as is feasible but not to exceed seventy-two (72) hours after such notice.

3. Any appeal relating to the involved disciplinary matter must be filed by the employee within fourteen (14) calendar days of delivery of notice of discipline. The Department or Agency Head, or his designee, who was not personally involved in the facts of the dispute, will convene a hearing within twenty (20) calendar days after receipt of such disciplinary appeal and shall render a written decision within twenty (20) calendar days after the completion of the hearing. The Union may file exceptions, however such filing does not change the time limits for appeals as described herein. The employee may be represented at the hearing by the Steward and/or a Union representative not in the active employ of the State however, only one (1) person shall serve as the spokesperson for the employee and one (1) person shall serve as spokesperson for the State.

4. Minor Discipline

Hearings shall be scheduled by the Department after consultation with the Union as to availability of mutually convenient dates within the time limits set forth herein. Accommodation of a short period beyond these limits may be made for sufficient reason.

5. Major Discipline

Provided a notice of appeal is filed within seven (7) calendar days of the employee's receipt of the preliminary notice, the Department shall consult with the Union as to availability and schedule a hearing on a mutually convenient date within the twenty (20) day period set forth in section E.3. In the event an appeal is not filed within the seven (7) calendar day period, or the parties are unable to agree on a mutually convenient date within the twenty (20) day period, the Department shall go forward and schedule the hearing.

6. Cooling Off Period

The Union recognizes the State's right and obligation to impose and implement disciplinary suspensions and the parties agree that prior to implementation of suspensions of not more than five (5) days as a matter of general practice and intent and, where in the judgment of the State such suspension is not directed at the immediate need to maintain safety, order or effective direction of work assignments, such suspensions will not be implemented until after a three (3) day period of notification within which time, the Union, representing the involved employee, may undertake informal discussion with an appropriate level of management. Reasonable advance notice will be given to the employee.

F. 1. Major disciplinary penalties are:

- a. Suspension or fine of more than five (5) days at one time;
- b. Suspensions or fines more than three (3) times in one calendar year or suspensions or fines which in the aggregate are more than fifteen (15) days pay in one calendar year;
- c. Demotion;
- d. Discharge.

2. Minor disciplinary penalties are:

- a. Suspension of one (1) through five (5) days;
- b. Fines of up to five (5) days pay;
- c. Official Written Reprimands.

G. Procedures for Major Discipline

Permanent career service employees (including provisional or probationary employees with permanent status), may only appeal major disciplinary penalties to the Merit System Board, pursuant to Department of Personnel 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 E.3. The Merit System Board's Law and the Rules and Regulations promulgated thereunder shall govern the disposition of such a request or petition.

H. Procedures for Minor Discipline

1. All permanent career service employees and unclassified and provisional employees may elect to utilize this procedure.

2. Official written reprimands shall not be appealable beyond the departmental hearing. Nothing herein shall preclude the Merit System Board from reviewing minor discipline matters, if timely presented, in accordance with its discretionary jurisdiction.

3. 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 of disciplinary suspensions of one (1) through five (5) days, and fines of up to five (5) days pay.

4. When a Department or Agency Head or designee issues a decision upholding the disciplinary action of the Department, the employee then has twenty (20) calendar days after the receipt of such decision to elect to appeal the decision to either the Joint Union/Management Panel or the Merit System Board. The employee may not appeal the decision to both forums. If the employee elects to appeal to the panel then the employee, through the Union, shall mail the notice of appeal within twenty (20) calendar days to the Office of Employee Relations with a copy to the Department or Agency Head or designee involved. Included with the notice of appeal shall be a copy of the decision and any other documents which have been made part of the record.

5. The panel shall meet once each month provided there are at least eight (8) cases to be considered. If, in any month there is no meeting because there are fewer than eight (8) 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 cases as to which the Union has requested panel consideration provided that the notification is received at least fourteen (14) calendar days prior to the scheduled date of the panel meeting.

6. 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. The State and Union panel members shall discuss each case 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 modified. 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 case raises issues which may warrant submission to arbitration. In the event the neutral determines that the case does not raise issues which may warrant submission to arbitration, such determination shall be final and the case closed.

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

8. 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.

9. The fees of the neutral panel member shall be shared equally by the parties.

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

I. Arbitration

1. An appeal to disciplinary arbitration may be brought only by a designated Union official, by mailing a written request for disciplinary arbitration by certified or registered mail to the Director of the Office of Employee Relations, which must be postmarked within eighteen (18) calendar days from the decision rendered in paragraph H.9. A request for disciplinary arbitration shall contain the name of the department or agency and the employee involved, a copy of the original appeal, the notice of discipline and any written decisions rendered concerning the matter.

2. a. 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, however, the arbitration decision rendered shall be complete. He shall neither add to, subtract from, nor modify any of the provisions of this Agreement 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 order 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. Within thirty (30) days of the execution of this Agreement, 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.

J. Unclassified and Provisional Employee 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 as follows:

In all disciplinary matters, except dismissal from service, such employees shall be entitled to utilize the provisions of this Article through the departmental hearing level.

2. 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 in E.3. shall apply. The burden of proof for unclassified employees shall be on the employee.

3. It is understood that nothing herein shall be construed as limiting the State from exercising its inherent discretion to terminate unclassified employees who serve at the pleasure of the department or agency head, 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 in accordance with Article IV as non-contractual (A.2.) grievances.

4. In no event shall the provisions of this Article apply where the employee is being removed as a result of the certification of a Department of Personnel eligible list.

5. Unclassified employees not covered by a statutory discipline procedure, who have served in unclassified titles for a minimum of six (6) consecutive years may appeal a Department level decision involving major discipline, for just cause, as defined under Section F. 1. (a through d) of this article, to the Office of Employee Relations.

An appeal to the Office of Employee Relations may be brought by the employee through the Union by mailing a written request for review of the Department decision to the 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.

The 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 Office of Employee Relations (by registered or certified mail) and postmarked within eighteen (18) calendar days from the OER/Union written determination.

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.

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. The arbitrator may consider any period of suspension served or the period that the employee was dismissed from service in determining the penalty to be imposed.

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.

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.

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.

K. General Provisions

1. In the event a formal charge of misconduct is made by the State against an employee and if s/he so requests, s/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. The employee and/or the Union, if present, may request and receive a copy of such recording, if made. There shall be no presumption of guilt.

Where an employee is interrogated during the course of a formal investigation and when there is a reasonable likelihood that the individual being questioned may have formal charges preferred against her/him, the nature of those contemplated charges shall be made known to the employee who shall then, if s/he 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 that an 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 (a) or (b) above, 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.

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

4. An employee shall not be disciplined for acts which occurred more than one (1) year prior to the service of the notice of discipline, except those 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.

5. Nothing in this Article or Agreement shall be construed to limit the right of the State to implement any disciplinary action notwithstanding the pendency of any grievance proceeding.

6. When a final determination of innocence is rendered through a decision arising out of a Departmental hearing, or a Merit System Board hearing, or discipline arbitration hearing, the employee initially disciplined shall not be recharged with discipline, on matters arising out of the same facts that the initial discipline was based upon.

7. The State will, upon request, make available to the Union information in its possession to which the Union is entitled, to properly represent the employee.

8. At Departmental hearings either party may make a verbatim record through a certified shorthand reporter. Such record is to be made at the expense of the party who requests the reporter. However, if both parties want a copy of the transcript, the cost of the transcript and the reporter shall be shared equally.

ARTICLE VI

COMPENSATION PLAN AND PROGRAM

A. Special Salary Program July 1, 1999 to June 30, 2003

It is agreed that during the term of this Agreement for the period of 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.

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

1. a. Effective July 1, 1999, each employee covered by this agreement shall be entitled to a two and one-half (2.5%) percent across-the-board increase applied to the employee's current base salary.

b. Effective for FY 2001 (which commences on July 1, 2000), there shall be a three and one-half (3.5%) percent across-the-board increase applied to each negotiation unit employee's base salary in effect on June 30, 2000. Two (2%) percent of the increase shall be paid effective July 1, 2000. One and one-half (1.5%) percent of the increase shall be paid on or about January 1, 2001.

c. Effective for FY 2002 (which commences on July 1, 2001) there shall be a four (4%) percent across-the-board increase applied to each negotiation unit employee's base salary in effect on June 30, 2001. Two (2%) percent of the increase shall be paid effective July 1, 2001. Two (2%) percent of the increase shall be paid on or about January 1, 2002.

d. Effective for FY 2003 (which commences on July 1, 2002) there shall be a four and one-half (4.5%) percent across-the-board increase applied to each negotiation unit employee's base salary in effect on June 30, 2002. Two (2%) percent of the increase shall be paid effective July 1, 2002. Two and one-half (2.5%) percent of the increase shall be paid on or about January 1, 2003.

2. a. For ten (10) month employees, the foregoing increases that are effective July 1 of 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, September 1, 2000, September 1, 2001, and September 1, 2002.

b. For ten (10) month employees, the foregoing increases that are effective on or about January 1, 2001, January 1, 2002 and January 1, 2003 for twelve (12) month employees, shall be

applied to the base salary of ten (10) month employees on or about February 1, 2001, February 1, 2002, and February 1, 2003.

3. The State Compensation Plan salary schedule shall be adjusted in accordance with established procedures to incorporate the increases set forth in 1. and 2. 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.

5. 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.

B. Clothing Maintenance Allowance

1. The clothing maintenance allowance shall be paid to those full-time employees serving in titles in which the employees are required to wear special clothing or a uniform and which title received a cash clothing allowance in fiscal year 1998-1999.

2. a. Each full time employee serving in a title under the conditions described in B.1. above, and who will have completed one (1) full year of service on or before July 1, 1999 shall receive a cash clothing maintenance allowance of \$550. Each eligible full time employee who will have completed six (6) months of service on or before July 1, 1999 shall receive \$275.

b. Each full time employee serving in a title under the conditions described in B.1. above, and who will have completed one (1) full year of service on or before July 1, 2000 shall receive a cash clothing maintenance allowance of \$550. Each eligible full time employee who will have completed six (6) months of service on or before July 1, 2000 shall receive \$275.

c. Each full time employee serving in a title under the conditions described in B.1. above, and who will have completed one (1) full year of service on or before July 1, 2001 shall receive a cash clothing maintenance allowance of \$550. Each eligible full time employee who will have completed six (6) months of service on or before July 1, 2001 shall receive \$275.

d. Each full time employee serving in a title under the conditions described in B.1. above, and who will have completed one (1) full year of service on or before July 1, 2002 shall receive a cash clothing maintenance allowance of \$550. Each eligible full time employee who will have completed six (6) months of service on or before July 1, 2002 shall receive \$275.

3. Permanent part-time employees in a 40 hour workweek title who are regularly scheduled to work twenty (20) or more hours per week, and permanent part-time employees in a 35 hour workweek title who are regularly scheduled to work seventeen and one-half (17½) or more hours per week, who are included in the classifications listed in Appendix II and who meet the service and eligibility requirements set forth above will receive one-half (½) of the normal clothing allowance.

4. Leaves of absence without pay or suspension up to thirty (30) days duration shall not affect the eligibility requirements as to one (1) year of service. In order to be eligible to receive this payment, the employee must be on the payroll as of the date of payment.

5. It is understood between the parties that the clothing maintenance allowance applicable to eligible unit employees shall be a subject for re-negotiation for the contract that succeeds this Agreement terminating June 30, 2003.

C. Dental Care Plan

1. Full-time employees and eligible dependents shall be eligible for the State-administered Dental Care Program which shall be continued during the life of this Agreement.

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 percent 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. An optional Group Dental program which will provide services through specific dental clinics will be made available to employees in this unit. Participation in this program 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 two programs or in no program at all.

D. Eye Care Program

1. 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 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. Proper affidavit and submission of receipts are required of the employee in order to receive payments.

E. Deferred Compensation Plan

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. 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.

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.

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.

It is further understood that the maximum amount of deferrable income under this plan shall be twenty-five percent (25%) or \$7500 whichever is less.

F. Special Training

The State will join with the Union to provide a special training program which will be available to employees in the Professional Unit. The formulation and content of the special training program shall be decided by mutual agreement between the Office of Employee Relations and the Union.

G. Salary Program Administration

The parties acknowledge the existence and continuation during the term of this Agreement 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. Copies of current position descriptions will be made available to the Union.

2. A salary range with specific minimum and maximum rates and intermediate merit incremental steps therein for each position.

3. Regulations governing the administration of the plan including the Performance Assessment Review System.

4. 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.

5. No employee covered by this Agreement shall suffer a reduction in rate of pay as a result of a reduction of salary range for the job class in which he is employed and any such change in salary range shall

be negotiated with the Union prior to implementation. This is not intended to reduce the right of appeal of any individual.

H. Bonus Payment for Second and Third Shift

1. There shall be a bonus payment of \$240 in December of fiscal years 1999/2000; 2000/2001; 2001/2002; 2002/2003 to all full-time employees who worked at least one hundred and ninety-five (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 (November 1 through October 31).

2. 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 the bonuses.

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

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

5. 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.

I. Salary Adjustment for Nurses and Teachers/Instructors

The two-range increase negotiated in the 1989/1992 contract for Nurses and Classroom Teachers/Instructors and the two-range increase negotiated in the 1992/1995 contract for teachers who supervise other teachers shall continue in effect under this contract.

J. Cooperative Effort

The parties to the Agreement 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 improvement which may assist in realizing that objective.

ARTICLE VII

POSITION CLASSIFICATION REVIEW

A. The Union may request a reevaluation of a position (job classification), on the basis of job content change and relationship to other titles. The State will review such a request and will reevaluate the position and provide an opportunity for the Union to present its views. The determination of the State shall be properly presented to the Union and reduced to writing if requested.

B. Implementation of any resulting reclassification of position shall be made consistent with present normal Department of Personnel procedures and its Rules and Regulations.

C. This provision shall not be abused.

ARTICLE VIII

HOURS AND OVERTIME

A. Hours of Work

1. The number of hours in the workweek for each job classification within the unit shall be consistent with its present designation in the State Compensation Plan.

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

3. Where practicable the normal workweek shall consist of five (5) consecutive work days.

4. For fixed workweek employees, when schedule changes are made the maximum possible notice, which shall not be less than seven (7) working days except for unforeseen circumstances, shall be given to the affected employee.

5. For fixed workweek employees, when such employees' shift is changed, adequate advance notice which normally will be at least seven (7) working days and which shall not be less than seventy-two (72) hours, except in the case of an emergency, will be given to the affected employee.

B. Rest Period

1. The work schedule shall provide for a fifteen (15) minute rest period during each one-half (2) shift.
2. For the purpose of this provision a shift shall constitute the employee's normally scheduled work day. For example, an employee working from 9 a.m. to 5 p.m. will be entitled to a rest period in the forenoon and in the afternoon as determined by the appointing authority.
3. The normal schedule shall include a provision for an unpaid lunch period during the mid-portion of the work day. There shall be a minimum of one-half (2) hour provided for the lunch period. This is not intended to suggest that existing lunch periods of longer than one-half (2) hour must be changed.

C. Overtime

1. Employees covered by this Agreement will be compensated at the rate of time and one-half (12) for the overtime hours accrued in excess of the normal hours of the established workweek. These compensation credits shall be taken in compensatory time or in cash at the discretion of management. Employees may request compensation credits 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 and hours of leave not worked for which an employee is compensated shall be regarded as hours worked for the computation of overtime in the workweek.
4. Hours worked on a holiday are not considered hours worked for the computation of regular overtime in the workweek but shall be compensated at time and one-half (12) 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 work of less than fifteen (15) minutes.
8. 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. The State shall not ordinarily assign more than sixteen (16) consecutive hours of work.
9. It is agreed that overtime work shall be shared by all employees in an occupational classification within any work unit without discrimination. The opportunity to work overtime shall be extended to each employee on a rotational basis provided the employee is capable of performing the work.
10. Each employee is expected to be available for a reasonable amount of overtime work. An employee who refuses an overtime or on-call assignment with a reasonable excuse will not be subjected to disciplinary action.
11. a. 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 shall reflect the approximate equalization of overtime for each employee in the work unit by job classification.
 - b. For the purpose of determining approximate equalization of overtime, any overtime assignment offered, whether worked or not worked will be considered as if it were worked.
 - c. 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.
12. 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.

13. 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.

14. 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 (2) hour increments. An employee who is called in for non-scheduled overtime shall be guaranteed a minimum of two (2) hours of 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 regularly scheduled shift.

15. Where incidental overtime assignments are made, records of such time worked shall be kept and accumulated at straight time in exception of the provisions of C.I. Such accumulations may be scheduled on an hour-for-hour basis as compensatory time.

16. Cash paid overtime will be reflected in regular biweekly payroll checks. The State will make a good faith effort to try to issue cash paid overtime payments in biweekly checks which reflect cash paid overtime earned during the preceding overtime reporting period.

D. Policy on Lateness

1. a. 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 he shall not be disciplined except where there is evidence of repetition or neglect. A record of such lateness shall be maintained and may be charged against any compensatory time accrual or vacation balances. An employee may choose to use either of these balances or alternatively to be reduced in salary.

b. Lateness beyond the fifteen (15) minute period above shall be treated on a discretionary basis. However, this provision is not intended to mean that all lateness or each incidence of lateness beyond fifteen (15) minutes shall incur disciplinary action or loss of opportunity to complete a work shift or reduction of salary.

2. Lateness or absence due to weather conditions

a. When an employee is unable to get to his assigned work because of weather conditions, his absence may be compensated if he has a sufficient compensatory time balance 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 alternatively be without pay.

b. Employees late for duty due to delays caused by weather conditions and who made a reasonable effort to report on time may be given credit for such late time at the discretion of the appointing authority.

E. Other Benefits

Employees who are required to work beyond their regular quitting time to the next shift, shall receive a fifteen (15) minute rest period when the period of scheduled work beyond their regular shift exceeds two (2) hours. Such employees shall also be entitled to meal allowances as provided by the regulations of the State.

F. Policy on Unexcused Absence

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

ARTICLE IX

COMPENSATORY TIME BALANCES

A. When employees accumulate compensatory time balances, the appointing authority will provide administrative procedures to assure the employee that such compensatory balances will not be taken away but will be scheduled as time off or alternatively paid in cash.

B. 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.

Requests for use of such time under 2 and 3 will be honored except where emergency conditions exist or where the dates requested conflict with holiday or vacation schedules.

C. 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 will meet to amicably schedule such compensatory time off.

D. 1. An employee may be required to take compensatory time off in keeping with the needs within the unit.

2. An employee may request the use of this compensatory time off which shall be scheduled with the immediate supervisor in keeping with the needs within the work unit.

3. Whenever compensatory time off is to be scheduled, reasonable advance notice for the request or requirement will be given.

ARTICLE X

ANNIVERSARY DATES

The first full pay period following an employee's original date of hire shall constitute his anniversary date unless the employee's actual date of hire coincides with the first day of the pay period in which case that pay period shall serve as the employee's anniversary date. In the event a personnel action occurs which, pursuant to Merit System Rules and Regulations, would result in a change of the employee's anniversary date, the Department of Personnel shall establish the next appropriate pay period as the new anniversary date.

ARTICLE XI

OUT-OF-TITLE WORK

A. The State and the Union agree that employees should be assigned work appropriate to and within their job classification.

B. The practice of regularly assigning out-of-title work to employees shall be discontinued. Instances of 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 time which shall in any case be no later than three (3) months from the time of notification by the Union subsequent to notifying the appropriate managerial official. Any dispute as to whether the work is within the job classification of the employee(s) involved shall be resolved by Union or employee 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.

C. Where out-of-title work assignments are made for longer than thirty (30) days, permanent (career service) employees in the work unit from the next lower promotional title in the series, deemed capable of performing the work, and where available, shall be given the opportunity to assume such higher out-of-title work in the work unit and shall have the right to refuse such assignments based on job classification seniority. Where such assignments are readily identifiable by the State, the eligible employees concerned shall be notified and a copy of the notification shall be given to the Union.

ARTICLE XII

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 thereunder.

A. Promotion means the advancement of an employee to a job classification within the unit at a higher salary range.

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

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

D. Provisional promotional appointments shall be made only in cases of emergency or when no complete employment list exists. Where such appointments are made, the Department of Personnel will take the necessary steps to promulgate a list appropriate to the position in keeping with its rules and regulations as soon as possible.

If requested by the Union, but not more frequently than quarterly, the State agrees to provide a list of then current provisional appointments.

E. When an employee is given an opportunity on a trial or provisional basis to qualify for promotion by serving in a new classification, his or her permanency in his or her regular permanent job classification shall be continued during such trial or provisional period and he shall have the opportunity to return to such permanent classification in the event the promotional opportunity shall not become permanent provided there is no discharge action for cause.

ARTICLE XIII

JOB POSTING AND ANNOUNCEMENTS - CAREER SERVICE

A. Job Posting

1. To provide promotional opportunities for employees within a department or organizational unit, existing or planned job vacancies shall be prominently posted within the promotional examination scope established by the Department of Personnel for fourteen (14) days. Broader posting may be undertaken by the department at its option. When provisional promotions are to be made within a work unit, employees who meet the minimum qualifications and are capable of performing the work as determined by management, and file pursuant to this article shall be given consideration for such appointment. The posting shall include a description of the job, any required qualifications, the location of the vacancies, the salary range, the hours of work and the procedures to be followed by employees interested in making application.

2. Copies of each notice posted will be forwarded to the appropriate local Union office.

3. Postings of promotional opportunities for existing or planned job vacancies shall be undertaken prior to any notices of such vacancies being published in newspapers or otherwise advertised outside the negotiations unit.

4. Where a provisional or permanent promotion or a reassignment is consummated as a result of the job posting procedure, the appointing authority will post the name of the individual appointed on the bulletin board. In the event a provisional promotion is made, the appointing authority will notify the Department of Personnel of such action so that the Department of Personnel can activate its process leading to permanent appointment.

5. The Union may inquire as to the status (provisional or permanent) of a position incumbent and such inquiry will be answered by the appointing authority involved.

B. Announcements

Unless a good reason to the contrary exists, announcements which describe available educational programs or State scholarships, shall be posted prominently at approximately the same time in order that interested employees may have an equivalent opportunity to be informed and apply for such educational programs and State scholarships. Copies of these items will be sent to the Union.

ARTICLE XIV

JOB VACANCY ANNOUNCEMENTS FOR UNCLASSIFIED EMPLOYEES

1. 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.

2. Copies of each notice posted will be forwarded to the appropriate local Union office.

3. 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 XV

DEPARTMENT OF PERSONNEL EXAMINATIONS

Employees who are scheduled to take open competitive examinations for the position in which the employee is 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 pay including necessary travel time to take such examinations if they are scheduled during the work shift of the employee. Such privileges may not be abused.

ARTICLE XVI

PERFORMANCE ASSESSMENT REVIEW

I. Sections A through H below shall apply only to employees in the career 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 third 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.

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 a 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 shall be treated as an A.2 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 D.2. 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 Assessment Review 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. Sections 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, A. through H. above, or if another system is to be adopted, the change shall be subject to negotiations 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 Step Three, Arbitration, the award of the arbitrator shall be advisory and non-binding as provided in Article IV, Grievance Procedure, Step 3, Paragraph e.

ARTICLE XVII

HOLIDAYS AND PERSONAL PREFERENCE DAYS

A. Holidays

1. The official paid holidays which are recognized holidays for the purposes of this Agreement are as follows:

New Year's Day	Independence Day
Martin Luther King's Birthday (3rd Monday in January)	Labor Day
Lincoln's Birthday	Columbus Day (2nd Monday in October)
Washington's Birthday (3rd Monday in February)	Election Day
Good Friday	Veteran's Day (November 11)
Memorial Day (Last Monday in May)	Thanksgiving Day
	Christmas Day

In the event any of the above statutory holidays fall on a Sunday, they shall be celebrated on the following Monday. Should any of the aforementioned holidays fall on a Saturday, they shall be celebrated on the preceding Friday.

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

B. Personal Preference Days

1. During the month of March, employees may submit requests for alternative holidays to those specified to be celebrated within the calendar year which shall be dates of personal preference such as religious holidays, employee birthday, employee anniversary or like days of celebration provided:

- a. the agency employing the individual agrees and schedules the alternative date off in lieu of the holiday specified and the employing agency is scheduled to operate on the alternative dates selected;
- b. the employee shall be paid on the holiday worked and deferred at his regular daily rate of pay;
- c. the commitment to schedule the personal preference day off shall be non-revokable;
- d. and provided further that if, due to an emergency, the employee is required to work on the selected personal preference day he shall be paid on the same basis as if it were a holiday worked including the premium pay.

2. Where more requests for personal preference days are made than can be accommodated within a work unit, the State seniority of employees in the work unit shall be the basis for scheduling the personal preference days which can be accommodated. Requests received after March may be considered if the scheduling needs of the work unit are satisfied.

3. Requests for personal preference days in lieu of holidays that fall between January 1 and March 31 may be submitted on December 1 of the preceding year.

4. The provisions of section B apply only to employees who participate in a seven-day-a-week, twenty-four-hour-a-day operation work schedule and whose job responsibilities require that the employee is involved in the aforementioned work schedule.

ARTICLE XVIII

SPECIAL TIME OFF

A. Emergency or Special Observations

Whenever the Governor may declare 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 Agreement who are required to work during the period of the authorized time off shall be compensated for such hours worked as outlined in this Agreement, or as otherwise authorized by the Governor.

B. Other

Whenever the Governor may declare time off for all employees (such as a day preceding or following an existing holiday) those who are required to work on that day shall be compensated for such hours worked by being granted equivalent time off at other times in accordance with the Governor's proclamation, or as provided by the appointing authority and, if operationally, feasible as requested by the employee. If the time off occurs on a seven (7) day operation employee's regular day off, he/she shall be granted equivalent time off in accordance with the above provision.

C. 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 XIX

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 appointing authority, the Union and any employee in this negotiating unit shall be provided with a written description of the PERS Program as outlined by the Division of Pensions. Employees within this unit shall be given information regarding their retirement benefits in accordance with the Department of Personnel guidelines and regulations and/or departmental policies through their department personnel officer.

ARTICLE XX

HEALTH BENEFITS PROGRAM AND PRESCRIPTION DRUG PROGRAM

A. State Health Benefits Program

1. The State Health Benefits Program is applicable to employees covered by this contract. Such employees will have the option on the open enrollments dates of selecting one of the following plans: Traditional Indemnity, Managed Care/Point of Service (New Jersey Plus), or an HMO approved by the State Health Benefits Commission. 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 Managed Care/Point of Service Plan (New Jersey Plus) shall remain without any premium cost to eligible employees and their eligible dependents during the term of this Agreement.

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 cost provisions set forth in the 1995-1999 Agreement for the Traditional Plan shall remain in effect until June 30, 2000.

c. Effective July 1, 2000, employees who elect coverage in an approved 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. Prescription Drug Program

1. It is agreed that the State shall continue the Prescription Drug Benefit Program during the period of this Agreement. 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 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.

ARTICLE XXI

HEALTH INSURANCE IN RETIREMENT

A. The State agrees to assume upon retirement the full cost of the Health Benefits coverage for State employees and their dependents including the cost of charges under Part B of the Federal Medicare Program for eligible employees and their spouses, but not including survivors, for employees who accrue 25 years of pension credit service, as provided under the State plan, by July 1, 1997, and those employees who retire for disability on the basis of fewer years of pension credit in the State plan by July 1, 1997.

B. Those employees who accrue 25 years of pension credit service or retire on a disability retirement during the period from July 1, 1997 through June 30, 2000 are eligible to receive the following when they retire:

1. Employees in this group who elect to enroll in the Managed Care/Point of Service (NJ Plus) or any of the approved HMO Plans shall not have to contribute to the cost of any premium for health insurance coverage.

2. Employees in this group who elect to enroll in the Traditional Plan and earn \$40,000 or more in base salary in the year they retire shall pay the difference between the cost of the Traditional Plan and the average of the cost to the State of the Managed Care/Point of Service (NJ Plus) and the approved HMO Plans for health insurance coverage.

3. Employees in this group who elect to enroll in the Traditional Plan and earn less than \$40,000 in base salary in the year they retire shall pay 1% of their annual base pay at retirement but not less than \$20.00 a month for health insurance coverage.

4. Employees in this group shall receive Medicare Part B reimbursement after retirement up to a cap of \$46.10 per month per eligible employee and the employee's spouse.

C. Those employees who accrue 25 years of pension credit service or retire on a disability retirement during the period from July 1, 2000 through June 30, 2003 are eligible to receive the following when they retire:

1. Employees in this group who elect to enroll in the Managed Care/Point of Service (NJ Plus) or any of the approved HMO Plans in retirement shall not have to contribute to the cost of any premium for health insurance coverage.

2. Employees in this group who elect to enroll in the Traditional Plan shall pay 25% of the premium cost of the Traditional Plan for health insurance coverage.

3. Employees in this group shall receive Medicare Part B reimbursement after retirement up to a cap of \$46.10 per month per eligible employee and the employee's spouse.

D. Those employees who accrue 25 years of pension credit or retire on a disability retirement on or after July 1, 2003 will be subject to the provision of paragraph C. above, unless superceded by collective negotiations or law.

E. All retirees who elect approved HMOs may choose only one family policy, regardless of retirement date.

F. Employees hired on or after July 1, 1995, will not receive any reimbursement for Medicare Part B after retirement.

G. Employees who elect deferred retirement are not entitled to health benefits under this provision.

ARTICLE XXII

LEAVES OF ABSENCE

A. Administrative Leave-Career Service Program

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

2. Administrative leave may be used for (a) emergencies, (b) observation of religious or other days of celebration but not holidays as defined herein, (c) personal business or (d) other personal affairs.

3. Newly hired employees shall be granted one-half (½) 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.

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

b. 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 and the maximum number of such requests shall be granted in accordance with the first paragraph of 4. Administrative leave may be scheduled in units of one-half (½) day, or multiples thereof and may be taken in conjunction with other types of paid leave.

5. Such leave credit shall not accumulate. Unused balances in any year shall be cancelled.

B. Jury Duty and Witness Leave

1. 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 the scheduled shift, the employee shall have the option of choosing to be excused from the scheduled 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.

2. 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 or officer of his agency, 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.

3. 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.

4. 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.

C. Leave of Absence Due to Injury (SLI)

1. All employees covered by this Agreement who are disabled because of 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 and as provided in State regulations.

2. Any part of the salary or wages paid or payable to an employee for disability leave shall be reduced by the amount of worker's compensation award under the New Jersey Worker's Compensation Act for temporary disability.

3. 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.

4. When such leave is granted, the employee shall not be charged ordinary sick leave or vacation. However, if this leave (SLI) expires, the employee may utilize sick leave or vacation if required to remain off duty.

5. If an application for SLI is rejected by the appointing authority, the employee concerned may appeal such determination in accordance with the Department of Personnel Rules and Regulations.

D. Pregnancy-Disability Leave

1. Permanent employees covered by this Agreement, upon the submission of acceptable medical evidence, shall be entitled to pregnancy-disability leave as hereinafter set forth. Request for such leave will be made in writing to the Personnel Department. Notification of the pregnancy shall be given to the Personnel Department 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. The utilization of earned and accrued sick leave shall be limited only by the length of the employee's approved disability due to pregnancy.

2. During pregnancy-disability leave, permanent employees may utilize earned leave time (sick, vacation, administrative or compensatory) but shall not be required to exhaust accrued leave before taking a leave without pay for pregnancy-disability. The employee must exhaust all accrued sick leave prior to being eligible for New Jersey Temporary Disability Insurance.

3. Subject to approval by the appointing authority, employees covered by this Agreement who are entitled to pregnancy-disability leave who are without or have exhausted accrued sick leave, vacation or compensatory time will be granted a leave of absence without pay to the end of the period of pregnancy-disability prescribed above. Leaves of absence may be granted by the appointing authority with the 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. Child care leave may be granted by the appointing authority for a maximum of one (1) year under the same terms and conditions applicable to all other personal leaves without pay.

E. Military Leave

1. 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.

a. In 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.

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

2. 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 leave of absence for such period of training. Such leave is not considered military leave.

3. 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.

4. 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.

5. 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.

6. a. Employees who are members of the National Guard must be given time off with full pay to attend required drills. Such time off shall be in addition to vacation, sick and administrative leave.

b. An appointing authority may, however, reschedule an employee's hours and days of work in order to enable an employee to attend drills and still fulfill all employment responsibilities without the need for additional time off.

F. Sick Leave

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

2. 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.

3. a. 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.

b. 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.

4. a. 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 each working day as necessitated by the circumstances. Failure to report absences or abuse of sick leave privileges on the part of any employee may be cause for disciplinary action.

b. 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.

5. a. The appointing authority may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable. Such requirement shall be consistent with the Department of Personnel Rules and Regulations.

b. An employee who has been absent on sick leave for periods totalling fifteen (15) days in one (1) calendar year consisting of periods of less than five (5) days, shall submit acceptable medical evidence, but where reasonable and appropriate an affidavit of the employee shall be acceptable as medical evidence, for any additional sick leave in that year unless such illness is of a chronic or recurring nature requiring recurring absences of one (1) day or less in which case only one certificate shall be necessary for a period of six (6) months.

6. When an employee is on vacation and requires sick leave for any portion of that vacation leave, he must immediately request the use of accumulated sick leave, in accordance with State regulations, through the designated authority. Such requests may be made by telephone, telegram or letter but, if by phone, should be confirmed by telegram or letter to clearly establish time of request. No sick leave will be credited unless supporting medical evidence verifying the illness or injury which would have precluded working is presented.

7. Death in Family

If there is a death in the family as defined in the State Sick Leave Program and an employee has exhausted his sick leave balance, he shall be granted leave without pay or may charge leave against vacation or administrative leave or compensatory time balances for up to three (3) days upon his request to the appointing authority. In exceptional situations, the time limit may be extended at the discretion of the appointing authority.

8. Employees shall not be charged for sick leave on a non-working day.

9. 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 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 NL4 category. Where an NL or NL4 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.

10. Unused Sick Leave - Retirement

a. A permanent employee who 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 shall be entitled to receive supplemental compensation for such earned and unused accumulated sick leave.

b. The supplemental compensation to be paid shall be computed at the rate of one-half (2) 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 \$15,000.00. 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.

G. Vacation Leave - Career Service Program

1. All career service employees covered by this Agreement and eligible for vacation leave with pay shall be entitled to the use of vacation leave as provided herein:

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

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

- c. Fifteen (15) working days of vacation from six (6) to twelve (12) years of service.
- d. Twenty (20) working days of vacation from thirteen (13) to twenty (20) years of service.
- e. 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. Specific requests for vacation utilization which do not conflict with operational considerations shall not be unreasonably denied. 2. a. 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; except that an employee may request a maximum of one (1) year of earned vacation allowance be carried forward into the next succeeding year. The request shall be made in writing to the appropriate appointing authority and may be approved for good reason and providing the employee and his supervisor have scheduled the use of such vacation allowance. Such approval and scheduling shall not be unreasonably withheld.

b. Where 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 time will be lost.

3. 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.

4. 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.

5. In the event the State of New Jersey enacts legislation granting additional vacation benefits to employees of the State, such additional vacation benefit will be made available to members of the Unit prorated as of the first full month following the effective date of such legislation.

6. 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.

H. Continued Benefits

During any leave of absence with pay employee fringe benefits shall be continued and leave allowances shall continue to accrue for any employee affected.

ARTICLE XXIII

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. The provisions of this paragraph shall not apply to employees whose work schedules are governed by the academic calendar.

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 with the State of New Jersey until there is a break in service. This provision does not apply to ten (10) month employees whose work schedules are governed by an academic calendar.

ARTICLE XXIV

LEAVES OF ABSENCE WITHOUT PAY

A. All employees covered by this Agreement, 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 Union. Such leave may be renewed on an annual basis. Employees holding full-time elected or appointed positions with the Union shall be permitted to remain on leaves of absences without pay for the duration of this collective negotiations agreement. Each annual 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 XXV

UNION RIGHTS AND REPRESENTATIVES

A. Access to Premises

1. Union officials and duly authorized Union representatives, whose names and identification have been previously submitted to and acknowledged by the State, shall be admitted to the premises of the State on Union business. Requests for such visits shall be directed with reasonable advance notice to State officials who shall be designated by the State and shall include the purpose of the visit, proposed time and date and specific work areas involved. Permission for such visits shall not be unreasonably withheld. Provided that requests have been made pursuant to this paragraph, such Union Officials shall have the opportunity to consult with employees in the unit before the start of the work shift, during lunch or breaks, or after completion of the work shift, or during the period of grievance investigation provided in the Grievance Procedure. The State will designate appropriate places for such meetings at its facilities. Access to the premises as set forth in this paragraph shall not be given by the State to any employee organization other than to the Union set forth herein or to any officer or representative of such other employee organization for the purpose of communicating with employees in this unit.

2. The Union shall be allowed to conduct normal business meetings on State properties, provided that space is available during hours when the facilities are open; requests for such meetings shall be made at least one (1) week in advance of the proposed date of use, and employees may attend such meetings during off duty hours. Less notice may be acceptable to the State.

3. The above is not intended to restrict Union Officials and representatives from exercising their ordinary right as citizens as regards access to the public premises of the State.

B. Leave of Absence for Union Activity

1. The State agrees to provide leaves of absence with pay for designees of the Union to attend Union activities. A total of 120 days of such leaves of absence may be used during the period July 1, 1999 through June 30, 2000, and 120 days of such leaves of absence during the period July 1, 2000 through June 30, 2001; and 120 days of such leaves of absence during the period July 1, 2001 through June 30, 2002, and 120 days of such leaves of absence during the period of July 1, 2002 through June 30, 2003.

2. a. This leave is to be used for participation in regularly scheduled meetings or conventions of labor organizations with which the Union is affiliated and for training programs or other Union activity for which appropriate approval by the State is required and which approval shall not be unreasonably withheld.

b. Application for the use of such leave on behalf of the designees of the Union shall be made in writing or orally eighteen (18) days in advance or lesser period if appropriate by the Union President or other duly authorized representative to the Office of Employee Relations.

3. Leaves will be granted individuals authorized by the President or other duly authorized representative. Authorized leaves granted to an individual shall not exceed a maximum of twenty (20) days

in a year period and seven (7) days of paid leave for any single activity for any individual employee except where special approval of an exception may be granted by the State.

4. Any leave not utilized in a yearly period shall not be accumulated except where a written request of the Union for carry-over of such leave for a particular purpose is made not later than thirty (30) days prior to the end of the year period. This request may be approved in whole or in part by the State.

5. In addition, the State agrees to provide leave of absence without pay for designees of the Union to attend Union activities approved by the State. A total of 120 days of such leave of absence without pay may be used during the period July 1, 1999 to June 30, 2000; and 120 days during the year July 1, 2000 to June 30, 2001; and 120 days during the period July 1, 2001 through June 30, 2002, and 120 days during the period July 1, 2002 through June 30, 2003.

6. This additional leave of absence without pay is to be used under the same conditions and restrictions expressed in connection with leaves of absence with pay.

7. The time provided herein is in addition to time provided elsewhere in this Agreement for negotiations meetings and contract administration meetings.

8. In exceptional circumstances the Union may request, through the Office of Employee Relations, a day off without pay for a local Union officer who is in the active employ of the State in order for such officer to represent a grievant in his negotiating unit and local at Steps 1 and 2 pursuant to the Article, Grievance Procedure. The request for release must be made in accordance with the Article, Union Rights and Representatives, subsection B. Leave of Absence for Union Activity and approval shall be at the discretion of departmental management based upon operational considerations and/or the exceptional nature of the grievance.

9. In addition to the twenty (20) days of unpaid leave of absence for Union activity provided for in the Union Rights and Representatives Articles currently found in the various Agreements, upon proper application the State agrees to grant to the four (4) negotiating units a combined total of up to twelve (12) Union officers named by the Union and recognized in advance by the State, a maximum of ten (10) additional days of unpaid leave of absence per individual for Union activity for which appropriate approval by the State is required.

C. Bulletin Boards

1. In central locations and in work areas where there are large numbers of employees covered by this Agreement, the State will make space available on existing bulletin boards which space will be for the exclusive use of the Union. The space provided on each bulletin board will minimally approximate 30" by 30" or an equivalent. If the Union desires bulletin boards at other locations, then it may request permission to provide its own bulletin boards. Where necessary the State shall affix or hang such bulletin boards. Approval of such requests shall conform to State standards and will not be unreasonably withheld by the State.

2. Appropriate material on such bulletin boards shall be posted and removed by representatives of the Union. The material shall not contain anything profane, obscene or defamatory of the State or its representatives and employees, nor anything constituting election campaign material. Materials which violate provisions of this Article shall not be posted. Material to be posted will consist of the following:

- a. Union elections and results thereof;
- b. Union appointments;
- c. Union meetings;
- d. Social and recreational events of the Union;
- e. Reports of official Union business and achievements.

The term defamatory as used in this Article is not intended to preclude expressions of criticism.

3. The Union will be permitted to post notices on designated bulletin boards where available in field locations not within institutions or offices of the State provided such postings are consistent with the conditions agreed to above. Requests for permission for such postings shall be granted by the departmental or appropriate subordinate level of management.

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

5. 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 Item 2 of this provision. It is further agreed that the Union will assure that all undistributed literature is removed from the distribution points after a reasonable time.

D. Representation Lists

1. The Union agrees to furnish the State with complete written lists of Union representatives including Shop Stewards or alternates and their appropriate and mutually agreed upon grievance districts. The Union further agrees to inform the State through the Office of Employee Relations of any changes and to keep such lists current and correct at all times.

2. The State will appoint appropriate representatives of management at each location who will respond to the Union in Grievance Procedure or other designated functions. The State will provide a list of such management representatives to the Union.

E. Union Stewards

The Union has the sole right and discretion to designate Stewards or alternates and specify their respective responsibilities and authority to act for the Union. The parties agree that the privileges afforded to Stewards, elsewhere provided, are applicable to a reasonable number of Stewards reasonably acceptable to the State. Should conflict arise in the administration of this clause, the parties agree to resolve the conflict(s) through further discussion.

F. Union Privileges

1. Where the State has a newsletter or house organ which is published periodically for the information of employees, announcements of Union meetings of unit representatives or affairs may be included if requested by the unit representative.

2. Where the Union has mail to be delivered to its officers or other representatives, the inter-office 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.

3. Where there are public address systems in the work areas, the unit representative may submit notices of meetings or other unit matters which will be announced except where the broadcast system is open to the public or to persons in the care and custody of the State, where such announcements may be inappropriate.

4. When telephone messages for unit representatives are received by the employer, the message will be delivered to the representative at the earliest possible time.

5. The President of a local may request use of available space for storage of papers and files of the local council or chapter pertaining to State employees. Provisions 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 may occur. Further, the Union may be permitted to furnish file cabinets or other equipment related to the commitment above under the same conditions. The permission to utilize the facilities of the State may be withdrawn at any time, but will not be unreasonably withdrawn.

6. When a managerial or consultant investigating or implementing committee seeks views of employees affected, the Union shall be notified and one of the employees who will be allowed to speak shall be a person selected by the Union. Where such an investigation procedure is undertaken without the solicitation of views of employees, the Union may present a written statement of its views to the investigating agent.

7. Regulations or documents specified in this Agreement shall be available for reference at the Personnel Office of the employee seeking the information.

G. Informational Postcards

The Union will make available to the Departments self-addressed stamped postcards. The postcard will contain space for the following information: employee name, employee address, home phone number, job title, hiring date, department which hired employee, employee's work location, and the payroll number where the employee works.

Upon receipt of such cards from the Union, the department's personnel office(s) will distribute the card to new hires when the new hire comes in to fill out the necessary paperwork needed to initiate the payroll processes. The card can be filled out by the new hire. Cards filled out by the new hire will be forwarded to the Union via the mail.

H. Membership Packets

The Union representative may supply membership packets which contain information for distribution to employees in the unit, including the role of the Union representative, the membership application and a copy of this Agreement as well as other material mutually agreed to by the State and the Union representative. The State agrees to distribute such membership packets to all employees in the unit at the time such employees receive the copies of this Agreement and to new employees during the initial phases of employment which shall not ordinarily exceed twenty (20) days from the date of employment.

ARTICLE XXVI

ACCESS TO PERSONNEL FILE

A. Upon request and with reasonable notice, an employee shall have the opportunity to review and examine pertinent documents including those related to performance evaluation and conduct in his or her personnel history file or in any permanent supplementary personnel file. The State shall honor the request of such employee 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 or her. 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 relied upon by the State during any disciplinary proceedings, grievance hearing, or in any final evaluation report rendered under the PARS Program will be given to the employee upon his request.

D. A copy of specific written material which is derogatory or adverse to an employee and is in the possession of the State or its representatives, and which has not been previously transmitted to the employee, shall be provided to the employee when such written material is to be relied upon in any adverse personnel action resulting in disciplinary proceedings, or in any evaluation report rendered under the PARS program, and a reasonable time provided for response.

ARTICLE XXVII

SENIORITY

I. Definition

A. State seniority is the accumulated period of service of a permanent employee of the State.

B. Job classification seniority is the accumulated period of service of a permanent employee of the State in a particular job classification.

II. Permanent Employee

A. 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 accumulable unless there is or has been a break in service as set forth below.

B. 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 in the job classification to which the employee is assigned is accumulable unless there is or has been a break as set forth below or where the employee is appointed to another job classification or during such time an employee serves a disciplinary suspension.

C. 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 provision of Article XXVIII shall apply.

D. 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 seniority and such job classification seniority shall be construed to have continued accumulation in the permanent position provided the positions are in the same or appropriately related job class series as determined by the Department of Personnel.

E. The State agrees to supply current seniority lists to the Union on a semi-annual basis.

F. 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 Regulations and are intended to be observed in the administration of this Agreement. 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.

III. Provisional and Probationary Employees

A. Provisional and probationary employees (serving working test period), who have accrued State and job classification seniority under Section I above in another permanent position shall be considered to have the State and job classification seniority previously accumulated and shall continue to accumulate such State and job classification seniority as long as such previous permanent status is maintained, subject to any break in service and provided that with reference to job classification seniority the continuation of accumulation is predicated on the determination of the Department of Personnel that the positions are in the same or appropriately related job class series.

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

C. Provisional appointments will not be made except in the case of an emergency as provided in N.J.S.A. 11A:4-13b. Where an examination is required, such will be scheduled at the earliest possible time.

ARTICLE XXVIII

LAYOFF AND RECALL - CAREER SERVICE

A. When it is necessary to lay off employees, the Union shall be notified at once and as far in advance as possible of the notice referred to in D. below and be supplied with relevant data concerning the layoff and procedures discussed and the conditions outlined below and the established protections administered by the Department of Personnel shall be observed. The State shall provide the Union with seniority lists and grids for directly affected employees in advance of the final option selection interviews at the time these materials are received by the affected department.

B. In the event of a layoff, the Union shall be allowed to have one (1) representative not in the active employ of the State attend the preliminary layoff conference for all affected unit employees when conducted by the department and one (1) representative not in the active employ of the State attend the individual employee's final options selection interview. It is understood that the purpose of the Union representative's attendance at the meetings is to observe and advise employees with respect to questions arising out of the process, however, the representative shall not disrupt or delay the proceeding in any way. A shop steward may attend such meeting without pay in order to act as representative in lieu of the non-employee Union representative if acceptable to the State.

C. Permanent employees within a department 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 period within the classification affected.

D. The State will provide a minimum of forty-five (45) calendar days notice of layoff to any permanent employee to be affected.

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

F. Whenever possible, the State will try to identify all employment opportunities and to avoid layoff by transferring, reassigning or offering to demote employees to available vacancies within the authority of the appointing authorities concerned.

G. Permanent employees affected by layoff requirements may exercise bumping rights within their job classification or to equated or lower rated job classifications as provided.

H. Employees finally determined to be laid off and who leave the payroll shall be given ten (10) working days' notice. This provision is subject to the Department of Personnel adjusting its rules and regulations as are required to accommodate this program.

I. The name of the permanent employee who is laid off shall be placed on a special reemployment list. Persons on such a list will be given preferential consideration over any other type of applicant for appointment to the job classification or equated job classification and no new employee shall be hired until all employees on layoff status desiring to return to work shall have been recalled, provided such employees on layoff status are capable of returning to work. The employee must provide the employer with any address change while waiting for recall.

J. 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.

K. 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.

4. An employee who is demoted in accordance with the regulations of the Department of Personnel during a layoff shall be continued on a previously established promotional list during its existence.

L. 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.

M. Except for the commitments concerning "notice", "layoff and procedures discussed" and the supply of "relevant data" set forth in paragraph A. and except for paragraph F., it is recognized that the provisions of paragraph A. through K. above are illustrative portions of the layoff and recall rights established under Department of Personnel Statutes and Regulations and that the overall system is administered by the Department of Personnel. The Union reserves the right under applicable law to challenge changes to any of the foregoing.

N. 1. 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.

2. If, during the term of this Contract, the State contracts out or subcontracts 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.

3. Where employees in titles covered under this contract are to be either transferred or reassigned due to work being phased out, the State will meet and discuss with the Union any contracting out of that specific work, if such contracting out is to occur within ninety (90) days.

O. 1. A reorganization is the abolition or consolidation of a State office.

2. When a determination is made to reorganize an entire local State office or a larger Departmental entity, the Union shall be notified of such reorganization prior to its implementation. Upon request, the Union and the Department shall meet to discuss matters relating to the reorganization. The scheduling of such meeting shall not serve to delay the reorganization process.

ARTICLE XXIX

LAYOFF AND RECALL FOR UNCLASSIFIED AND PROVISIONAL 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 or provisional employees the following procedure shall be observed:

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 are lacking the abilities and/or skills necessary 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 paragraph 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 except for teaching personnel covered by this article in which case the list shall continue until the beginning of the next full academic year immediately following the expiration date of the recall list. 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 paragraph 4. of this article, 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 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 XXX

LIABILITY CLAIMS INDEMNIFICATION

A. Employees covered by this Agreement shall be entitled to defense and indemnification as provided in N.J.S.A. 59:10-1 et seq. and N.J.S.A. 59:10A-1 et seq.

B. For informational purposes only, the following paragraphs generally describe the provisions presently contained in the aforesaid statutes.

1. Defense of Employees

a. Except as provided in paragraph 2. below, the Attorney General shall, upon a request of an employee provide for the defense of any action brought against the employee on account of an act or omission in the scope of his employment. The Attorney General's duty to defend shall extend to a cross-action, counterclaim or cross-complaint against an employee.

b. The Attorney General may refuse to provide for the defense of an action referred to in paragraph 1. above if he determines that:

1. the act or omission was not within the scope of employment; or
2. the act or failure to act was because of actual fraud, willful misconduct or actual malice;

or

3. The defense of the action or proceeding by the Attorney General would create a conflict of interest between the State and the employee.

c. In any other action or proceeding, including criminal proceedings, the Attorney General may provide for the defense of an employee if he concludes that such representation is in the best interest of the State.

d. Whenever the Attorney General provides for the defense of an employee, the Attorney General may assume exclusive control over the representation of such employee and such employee shall cooperate fully with the Attorney General's defense.

e. The Attorney General may provide for a defense by an attorney from his own staff or by employing other counsel for this purpose or by asserting the State's right under any appropriate insurance policy which requires the insurer to provide the defense.

2. Indemnification

a. If the Attorney General provides for the defense of an employee, the State shall provide indemnification for the employee. Nothing in this section authorizes the State to pay for punitive or exemplary damages or damages resulting from the commission of a crime.

b. If the Attorney General refuses to provide for the defense of a State employee, the employee shall be entitled to indemnification if he establishes that the act or omission upon which the claim or judgment was based occurred within the scope of his employment as an employee of the State and the State fails to establish that he acted or failed to act because of actual fraud, actual malice or willful misconduct. If the employee establishes that he was entitled to a defense, the State shall pay or reimburse him for any bona fide settlement agreements entered into by the employee, and shall pay or reimburse him for any judgments entered against the employee, and shall pay or reimburse him for all costs of defending the action, including reasonable counsel fees and expenses, together with costs of appeal, if any.

Nothing in this section authorizes the State to pay for punitive or exemplary damages or damages resulting from the commission of a crime.

c. An employee shall not be entitled to indemnification unless within ten (10) calendar days of the time he is served with any summons, complaint, process, notice, demand or pleading, he delivers the original or a copy thereof to the Attorney General or his designee. Upon such delivery the Attorney General may assume exclusive control of the employee's representation and such employee shall cooperate fully with the Attorney General's defense.

C. The provisions of this Article shall not be subject to the Grievance Procedure as set forth in Article IV.

ARTICLE XXXI

TRAVEL REGULATIONS

A. Transportation Allowance

1. Whenever an individual employee is authorized and required to use his privately owned vehicle or as a condition of his employment uses such vehicle, the State will be responsible for indemnification pursuant to appropriate legislation for such sanctioned use and shall reimburse the employees at the applicable rate provided by law for each mile of such use. Authorization for such use is predicated on the individual maintaining basic automobile insurance as specified in the New Jersey Travel Regulations and current registration and licensure.

2. During such authorized use of his privately owned vehicle, the State requires each individual accepting such authorization to maintain insurance for personal liability in the minimum amounts of \$25,000 for each person and \$50,000 for each accident and \$10,000 property damage for each accident. The State will provide insurance coverage where such privately owned vehicles are used in the authorized business of the State covering the excess over the valid and collectible private insurance in the amount of \$150,000 for each person and \$500,000 for each accident for personal liability and \$50,000 property damage for each accident unless and until legislation is passed which requires the State to indemnify and hold harmless their employees for personal injuries and property damage caused by the negligence of said employees while operating their privately owned vehicles on the authorized business of the State.

3. The requirement to utilize a privately owned vehicle shall not be imposed where it causes undue hardship on the employee.

B. Reimbursement

1. Employees shall be reimbursed for travel expenses while on the authorized business of the State in keeping with the conditions set forth in the Travel Regulations of the State.

2. a. Expenses incurred for necessary parking and tolls directly related to the authorized use of a vehicle on official State business are allowed and reimbursable by the State. All such expenses require documentation and may require advanced authorization. An exception to the requirement of documentation of an expense may be authorized for such circumstances where receipts for payments are not available; for example, the payment of parking meter expenses.

b. Vouchers, inclusive of required supplemental documentation, shall be submitted on a monthly basis when travel expenses are incurred. Such vouchers presented for reimbursement on or prior to the last day of the month shall be processed promptly through local authorization procedures and, if approved, submitted to the Division of Budget and Accounting to assure receipt prior to the tenth (10) day of the following month.

3. Payment where warranted under the Travel Regulations shall be made promptly providing the voucher is complete and accurate and received within the time schedule outlined herein.

4. In exception to these conditions, whenever an employee accumulates authorized expenses of one hundred dollars (\$100.00) or more, that employee may exercise an option to submit an appropriate voucher with documentation for payment without regard to the ordinary monthly schedule. Further, where authorized monthly expenses are less than ten dollars (\$10.00), the State may exercise an option to accumulate such expenses to include other monthly periods until there is an amount in excess of ten dollars (\$10.00) but such accumulation shall not be continued beyond three (3) successive months.

C. An employee who is authorized to use a privately owned vehicle for State business may elect not to transport other employees of the State except that this election must be communicated in advance of any travel assignment thus providing sufficient time notice for planning purposes.

D. When the State requires an employee to be medically examined by a State designated doctor or medical facility, travel expenses, not inconsistent with the Travel Regulations of the State, shall be paid in the same manner and under the same conditions as other travel expenses. An employee attending such examination shall do so without loss of pay for necessary time of such attendance and necessary travel time appropriate thereto if during normal working time.

E. 1. In order to provide continuity of scheduled work by an employee who is regularly authorized to use a privately owned vehicle for State business and in the event such vehicle is damaged or otherwise inoperable and undergoing major repairs such employee may request temporary use of a State owned vehicle from those vehicles in the motor pool servicing the particular function. The request if endorsed by the appropriate supervisor shall be presented to the State official in charge of those vehicles for approval and authorization. Such vehicles may be assigned for up to three (3) days and such period may be extended if required.

2. All such use of State vehicles must conform to the regulations pertaining thereto.

3. Employees authorized to utilize State owned vehicles shall obtain gasoline and related services and products at State facilities.

4. Employees may request the issuance of State credit cards when circumstances seem to warrant. Such requests if endorsed by appropriate management and approved by the State official at the local motor pool will be forwarded to the Central Motor Pool for authorization. The issuance of credit cards shall be within conditions and criteria established by the supervisor of the Central Motor Pool.

F. Grievances concerning these matters shall be considered non-contractual.

ARTICLE XXXII

HEALTH AND SAFETY

A. The State shall continue to make reasonable provisions for the safety and health of its employees during the hours of their employment. The State will discharge its responsibility for the development and enforcement of occupational safety and health standards to provide a safe and healthful environment in accordance with PEOSHA and any other applicable statutes, regulations or guidelines published in the New Jersey Register which pertains to health and safety matters. The State will set up necessary job safety and health programs for all employees covered by this Agreement and shall provide a reasonably safe and healthful place of employment for all employees.

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

C. Employee complaints of unsafe or unhealthful conditions shall be reported to the immediate supervisor and shall be promptly investigated. Corrective action shall be initiated as soon as practicable to remedy the condition within safety guidelines.

D. Employees shall not be required to work under conditions of work which are unsafe or unhealthful. An employee whose work is temporarily eliminated as a result of the foregoing may be promptly assigned on an interim basis to other comparable work for which the employee is qualified to perform.

E. If an employee incurs an on-the-job injury during regular hours of employment requiring professional medical attention, the State will expedite such medical treatment by calling for an ambulance, if required, or providing transportation to a recognized medical facility when the injured employee can be moved.

F. 1. a. The State and the Union shall establish a Joint Safety and Health Committee for the purpose of discussing safety and health problems, hazards and/or programs in an effort to develop recommendations concerning improvements or modifications of conditions regarding health and safety. It is appropriate for the committee to handle issues of a State-wide and local nature. The committee shall be attended by one (1) unit member appointed by the Union and representatives from the State and the appropriate operating department(s). At the request of either party, the committee shall be scheduled to meet at a mutually convenient time and place bimonthly. In emergent situations, additional meetings may be convened upon the mutual agreement of the parties. Where there is a mutual agreement to do so, special safety meetings may be scheduled at work locations. None of these meetings are intended to bypass the grievance

procedure nor be considered collective negotiations sessions. Any program instituted as the result of any meeting shall be considered experimental and not constitute a binding practice unless the parties specifically agree in writing.

b. The party requesting the meeting shall submit a written agenda of the suggested topic(s) to be discussed at least fifteen (15) work days prior to convening the meeting except where an emergent situation warrants a waiver of this period. There must be mutual agreement upon topics to be placed on the agenda for the meeting.

c. The State and the Union agree to set up a subcommittee of the State Health and Safety Committee to discuss the use of VDT machines in State Departments. Included in the discussions will be the Department of Health Guidelines on the use of VDT machines. The subcommittee will consist of four management representatives and four Union representatives. The subcommittee may make recommendations to the Commissioner of the Department of Labor as to future PEOSHA regulations. The subcommittee will meet quarterly. The committee shall meet within 90 days after the contract is signed.

d. The committee shall consider recommendations for new or revised health and safety standards developed by either the Union or the State.

This program shall expire on June 30, 2003 unless extended in whole or in part by mutual agreement between the State and the Union.

2. The State and the Union shall establish Departmental Health and Safety Committees. These committees shall consist of representatives from the Department and representatives from the Union Local whom are not in the active employment of the State. The Union may also have one (1) unit employee representative attend such meetings. Such employee representative shall be released only for the purpose of attending his/her department's scheduled meeting. The purpose of the Joint Committee meetings is to provide the parties the opportunity to raise and discuss important Departmental health and safety matters, and to make recommendations concerning improvements or modifications of conditions regarding health and safety. Department committee meetings may be scheduled at the request of either party. The party requesting the meeting shall submit a written agenda of the meeting not less than fourteen (14) working days prior to the meeting along with any documents or reports that are relevant to the topic(s) listed on the agenda. Complaints of unsafe or unhealthy conditions shall be accompanied by written documentation when available.

3. Where reasonably possible, all committee meetings shall take place during working hours and employees shall suffer no loss of pay as a result of attendance at such meetings.

4. This provision shall not be construed as conveying any additional liabilities upon either party with respect to health or safety.

G. 1. References to safety are intended to include a concept of reasonable personal security and protections which shall be maintained to assure employees against physical harm.

2. 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 which are an ordinary characteristic of the work or are reasonably associated with the performance of an employee's responsibilities and duties. However, this is not intended to eliminate the State's general obligations for the safety and health of such employees as set forth in other provisions of this Article.

3. Notice of proposed work site relocations or renovations shall be provided to the Union. The State agrees to meet with the Union concerning the impact of such relocations and renovations upon health and safety conditions and other terms and conditions of employment.

4. Pursuant to the State's contractual Health and Safety Committee, the State agrees to set up meetings with the Union to discuss security concerns of field workers and to recommend safeguards as to field workers. Additionally, meetings will also be held to discuss workplace security issues.

ARTICLE XXXIII

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 may 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 XXXIV

TUITION AID AND EMPLOYEE TRAINING

A. Tuition Aid Program

1. 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.

2. Employees of a State College who take approved courses at the College where they are employed under the program outlined in Appendix I shall have tuition waived upon enrollment.

Waiver of tuition is predicated on satisfactory completion of such courses and other conditions set forth in the program description.

3. In all departments where tuition aid programs are in effect, those programs will be made available to employees in this unit.

B. Employee Training

1. The State shall continue to offer training programs of proven worth which are aimed at skills development and improvement in order to afford employees greater opportunity for performance improvement and promotional growth. Such offering may be regulated or limited by availability of funds or other factors.

2. When in-service or out-service training programs are available to a group of employees, the selection of the employee(s) to be trained shall be predicated on the needs of the State, the potential of an employee to benefit by the training and to contribute to the operational program in which he or she is employed, and with due regard to a principle of fair opportunity for all eligible employees within the group.

ARTICLE XXXV

EMERGENCY WORK (NEW PROGRAM)

A. Unit employees 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 specific 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, other persons or property of the State.

5. In winter weather conditions, codes C, D and E are to be used exclusively for emergency work performed in excess of normal work hours related to winter weather conditions such as snow removal and ice control.

B. It is clearly understood that all of the foregoing elements or criteria must be met 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., the rate of \$18.80 per hour is authorized and known as a 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, back-hoes, etc., a rate of \$24.07 per hour is authorized and known as a 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, the rate of \$29.26 per hour is authorized and known as a Group IV Emergency Rate (Code 4).

4. Employees who supervise skilled workers or mixed teams of skilled, semi-skilled and/or unskilled employees, the rate of \$31.94 per hour is authorized and known as a Group III Emergency Rate (Code 3).

5. Supervisors who are in charge of a local area or district emergency operations, the rate of \$36.95 per hour is authorized and known as a Group II Emergency Rate (Code 2).

6. Supervisors who are in charge of emergency operations on a Statewide or regional level within a department with operations going on in several areas throughout the State, the rate of \$42.80 per hour is authorized and known as a Group I Emergency Rate (Code 1).

7. Employees who supervise and/or assist in the supervision of sectional or area crews will have an hourly rate of \$32.00 an hour and such work shall be known as Code Rate C.

8. 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 shall have an hourly rate of \$31.15 an hour and such work shall be known as Code Rate D.

9. 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 shall have an hourly rate of \$29.22 an hour and such work shall be known as Code Rate E.

C. The emergency rates described in B.1-9 above, shall be adjusted by two and one-half (2.5%) percent, effective on July 1, 1999. The emergency rates in effect on June 30, 2000 shall be adjusted by two (2%) percent on July 1, 2000. The emergency rates in effect on December 31, 2000 shall be adjusted by one and one-half (1.5%) percent on or about January 1, 2001. The emergency rates in effect June 30, 2001 shall be adjusted by two (2%) percent on July 1, 2001. The emergency rates in effect on December 31, 2001 shall be adjusted by two (2%) percent on or about January 1, 2002. The emergency rates in effect June on 30, 2002 shall be adjusted by two (2%) percent on July 1, 2002. The emergency rates in effect on December 31, 2002 shall be adjusted by two and one-half (2.5%) percent on or about January 1, 2003.

D. 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.

E. When an employee is called in and reports for an emergency work assignment, he shall be paid for all hours actually worked outside his normally scheduled work shift and shall be entitled to a minimum of two (2) hours pay at the appropriate special project rate whether or not such two (2) hours are actually worked, providing the employee remains available for any work assigned.

F. 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.

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

H. In exception to the requirement 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 after the end of the employee's regular work shift during the time prior to the next regular work shift.

ARTICLE XXXVI

VIDEO DISPLAY TERMINAL OPERATORS

A. Full-time employees who operate VDT machines on a full-time basis shall be eligible for annual eye exams. Such employees shall also be eligible for reimbursement for the cost of glasses, should there be a change in the employee's lens prescription. Reimbursement rates are those established in Article VI, Section D.

B. A full-time VDT operator who is pregnant and experiencing significant discomfort at her work station may request reassignment to other work allowing greater flexibility as to position and posture. Such requests will be given consideration and may be granted in full or in part when there is comparable work available. If a reassignment is not available, the employee may be given other duties during the workday, based upon availability of the work and the employee's ability to perform it. These accommodations are, as to their degree or continuity, subject to the overriding needs of the employing agency. Grievances concerning the determination to grant or refuse such requests or otherwise directly related to those determinations are non-contractual and processed exclusively under Article IV, A.2. of the Grievance Procedure.

ARTICLE XXXVII

PRESENTATION OF AGREEMENT TO EMPLOYEES

Printing of Agreement

After the signing of this Agreement, the State, at its expense will reproduce this Agreement in sufficient quantities so that each employee in the unit may receive a copy, and so that there are sufficient additional copies for distribution to employees hired during the term of this Agreement and for additional copies to the Union. The State shall distribute such copies of the Agreement to all employees in the unit and to the Union within a reasonable period of time after the Agreement has been executed. The cover of the Agreement shall include the seal of the State of New Jersey and the insignia or other appropriate designation of the unit representative.

ARTICLE XXXVIII

UNEMPLOYMENT COMPENSATION AND DISABILITY

A. All eligible employees in this unit are covered under the State Unemployment Compensation Plan under the current laws of the State of New Jersey.

B. The State agrees to include eligible employees in this unit in the State of New Jersey Temporary Disability Plan. That 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.

ARTICLE XXXIX

The following provision(s) are set forth herein for informational purposes only. These matters as they apply to individual employees affected shall be grievable within the provisions of the Grievance Procedure in the Agreement as defined in Article IV, Section A.2. except for the provisions below that are underlined which are grievable under Article IV, Section A.1.

TRANSFER AND REASSIGNMENT

A. Transfer

1. Transfer is the movement of an employee from one job assignment to another within his job classification in another organizational unit or department.

2. An employee shall not be transferred without the approval and consent of the appointing authority from and to whose unit the transfer is sought, nor without the consent of the employee, or the approval of the Department of Personnel, except that:

a. The consent of the employees shall not be required when the employee movement is the result of a transfer or combining of functions of one unit to or with another;

b. When a temporary transfer is made, the consent of the employee shall not be required; but if the employee objects, he shall have the right to have the transfer reviewed by the Department of Personnel;

c. Any special hardship that may result will be given due consideration;

d. The rights of an employee who has voluntarily transferred shall not be adversely affected except that he shall not retain any rights in the unit from which he has transferred;

e. The rights of an employee who has involuntarily transferred shall not be adversely affected but he shall retain no rights in the unit from which he has been transferred except that if he is on a promotional list, his name shall be retained on the promotional eligible list for the unit from which he has been transferred until he has had an opportunity to take a promotional examination in his new unit and the resultant list has been promulgated. Nothing herein is intended to diminish the rights of employees resulting from a layoff;

f. Transfer shall not affect the accumulation of an employee's State or job classification seniority.

3. Upon any transfer of a permanent employee, all sick leave and vacation balances shall be transferred with the employee, except that:

a. Upon voluntary transfer, all accrued compensatory time will, at the discretion of the State, be transferred with the employee, taken as time off prior to transfer or paid in cash at the employee's current rate of pay.

b. Upon involuntary transfer of a permanent employee, all accrued compensatory time balances shall be transferred with the employee.

c. When accepted for transfer by an organizational unit or department the request for transfer shall not be unreasonably withheld by the organizational unit or department where the individual is employed.

4. An employee may request a transfer through his personnel officer.

B. Reassignment

1. Reassignment is the movement of an employee from one job assignment to another within his job classification and within the work unit, organizational unit or department.

2. Reassignments of employees may be made in accordance with the fiscal responsibilities of the appointing authority to improve or maintain operational effectiveness, or to provide employee development and job training or a balance of employee experience in any work area. Where such reassignments are not mutually agreed to, the appointing authority will make reassignments in the inverse order of the job classification seniority of the employees affected, given the above conditions, providing the employees are capable of doing the work and it is agreed that special qualifications of a personal nature or special hardships which may result will be given due consideration.

3. When temporary reassignments (ordinarily of less than six (6) months' duration) are made to achieve any of the objectives in B. 2. above, employees to be affected will be given maximum possible notice. The consideration of seniority otherwise applicable in reassignments will not apply. The utilization of the concept of temporary reassignments will not be used unreasonably.

4. When personnel changes in a work unit provide opportunities for shift or schedule changes, interested employees may apply for desired assignment to the work unit supervisor. Such changes in assignment will be made on the basis of the job classification seniority of employees requesting the change, except that priority is given to the assignment of individual employees as provided in B.2. above.

5. When a vacancy is filled by an employee from outside a work unit, the employee joining that work unit shall be assigned the open position on the shift and work schedule which were appropriate to the opening.

6. a. Where the principles in B. 2. above are observed, requests for voluntary reassignment within the organizational unit or department shall be given consideration.

b. An employee desiring reassignment to any job in his organizational unit or department may submit an application through his supervisor in writing to his Personnel Officer stating the reasons for the request. Employees who are capable of performing the work and who apply for such reassignments will be considered and reassignments will be made on the basis of these requests. Where more than one request for reassignment from qualified employees deemed capable of performing the work in such a job is on record, any assignment(s) will be made on the basis of the job classification seniority of employees having recorded such a request.

7. An employee may have on record no more than two (2) requests for reassignment in 6.b. above.
8. When an employee is granted a voluntary reassignment under provisions of 4, 5 or 6 above, he shall then be eligible for only one (1) additional voluntary reassignment in the succeeding twelve (12)-month period. Consideration will be given to a request for additional reassignment where special circumstances exist.
9. Salary steps, seniority or like substantive rights shall not be adversely affected by reassignment unless specifically set forth herein.
10. Permanent employees shall be given preference for consideration for voluntary reassignment as contrasted to provisional or probationary employees.

C. Special Requests

Requests for transfer or reassignment predicated on extreme personal hardship will be given priority consideration where positions are available which the employee is capable of performing.

D. Reassignment for Union Officers and Stewards

1. The State and the Union recognize that Union Officers and Shop Stewards have in their relationship to their jobs a need for continuity in the assigned shift and jurisdiction which exceeds that of other fellow employees. It is agreed, therefore, that these Union Officers and Stewards will not be routinely reassigned outside of their established jurisdiction.
2. The State and the Union recognize the need to utilize all personnel to meet operational requirements effectively and notwithstanding the commitment in Paragraph 1., above, movement of such Union Officers and Shop Stewards outside of their established jurisdiction may be necessary and appropriate (generally on a temporary basis) in exception to the guidelines agreed to in Paragraph 1.
3. The exception used in Paragraph 2. will not be used unreasonably.

ARTICLE XL

MAINTENANCE OF BENEFITS, EFFECT OF AGREEMENT AND COMPLETE AGREEMENT

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 Agreement unless modified herein or by subsequent agreement of the parties.

B. Effect of Agreement

Regulatory policies initiated by the various institutions and agencies where these employees are working which have the effect of work rules governing the conditions of employment within the institution or agency and which conflict with any provision of this Agreement shall be considered to be modified consistent with the terms of this Agreement, provided that if the State changes or intends to make changes which have the effect of elimination in part or in whole such terms and conditions of employment, the State will notify the Union and, if requested by the Union 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 within twenty (20) days of such request enter negotiations with the Union on the matter involved, providing the matter is within the scope of issues which are mandatorily negotiable under the 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 Agreement

The State and the Union acknowledge this and any Memoranda of Understanding attached hereto to be their complete Agreement inclusive of all negotiable issues whether or not discussed and hereby waive any right to further negotiations except as may otherwise be provided herein or specifically reserved for continued negotiation by particular reference in memorandum of understanding pre-dating the date of signing of the Agreement and except that proposed new rules or modifications of existing rules governing

working conditions shall be presented to the Union and negotiated upon the request of the Union as may be required pursuant to Chapter 303 of the Laws of New Jersey, as amended.

ARTICLE XLI

PRESERVATION OF RIGHTS

Notwithstanding any other provision of this Agreement, the parties hereto recognize and agree that they separately maintain and reserve all rights to utilize the process 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 Agreement.

ARTICLE XLII

EFFECT OF LAW

A. Legislative Action

1. If any provisions of this Agreement 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 Agreement which has the effect of improving the wages and fringe benefits otherwise available to eligible employees in this unit, this Agreement shall not be construed as a limitation on their eligibility for such improvements.

B. Savings Clause

1. If any provision of this Agreement 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 Agreement shall be deemed amended or nullified to conform to such law. The other provisions of the Agreement shall not be affected thereby and shall continue in full force and effect. Where a conflict of a provision of this Agreement with Federal or State law would result in the amendment or nullification of the language of this Agreement as provided above, the modification shall be made only to the extent required to preclude any unlawful provisions.

2. Upon request of either party the State and the Union agree to meet and renegotiate any provision so affected.

ARTICLE XLIII

NOTICES

For the purpose of giving notice as provided in Article XLIII, Term of Agreement and Negotiations Procedures, the State may be notified through the Director, Office of Employee Relations, Governor's Office, State House, 4th floor, PO Box 228, Trenton, New Jersey, 08625; and the Union through the Communications Workers of America, 10 Rutgers Place, Trenton, New Jersey, 08618.

ARTICLE XLIV

TERM OF AGREEMENT AND NEGOTIATIONS PROCEDURE

A. Term of Agreement

1. This Agreement shall remain in full force and effect through June 30, 2003.

2. The Agreement shall be renewed from year to year thereafter unless either party shall give written notice of its desire to terminate, modify or amend the Agreement. Such notice shall be by certified mail prior to October 1, 2002 or October 1 of any succeeding year for which the Agreement has been renewed.

B. Negotiations Procedure

1. The parties agree to enter into collective negotiations concerning a successor Agreement to become effective on or after July 1, 2003, subject to the provisions of paragraph A. above.

2. The parties also agree to negotiate in good faith on all matters 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.

IN WITNESS WHEREOF, the State and the Union have caused this Agreement to be signed by their duly authorized representatives as of this 22nd day of October, 1999.

FOR THE STATE OF NEW JERSEY:

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FOR THE COMMUNICATIONS WORKERS OF AMERICA/
HIGHER LEVEL SUPERVISORS UNIT:

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MEMORANDUM OF UNDERSTANDING I

The following contractual provisions do not apply to the unclassified service:

Department of Personnel Rules

Promotion

Job Postings and Announcements - Career Service

Department of Personnel Exams

Leaves of Absence (Paragraph A in the Professional, the Primary Level Supervisors and the Higher Level Supervisors Contracts, and Paragraph F in the Administrative and Clerical Services Contract)

Seniority

Layoff and Recall - Career Service

MEMORANDUM OF UNDERSTANDING II

A. The inclusion of certain part-time employees within the negotiating unit 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 Agreement 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 Agreement. Where such part-time employees are eligible for State programs or coverage under provisions of this Agreement, appropriate pro-rations will be made in accord with their part-time status.

B. Disputes concerning whether part-time employees are eligible for coverage under any provision of the Agreement between the parties, or the terms and conditions of the coverage, shall be deemed to be an A.2. (non-contractual) grievance and shall not be eligible for Step Three arbitration.

APPENDIX I

STATE COLLEGES TUITION WAIVER PROGRAM

A. The tuition waiver program provides tuition assistance to employees who take approved courses at the college where they are employed on their own time. The intent of the program is to fulfill the needs of the State college sponsoring the aid, State government as a whole and to enhance employee development. Each college shall determine its needs and waive tuition for employees engaged in an approved course of study.

B. Each State College shall prepare a tuition aid plan at the beginning of each fiscal year with consideration given to affirmative action responsibilities. The plan shall specify:

1. Employee eligibility which is limited to full-time, permanent employees in the classified and unclassified services with exceptions granted on a case by case basis by the college;

2. Internal application procedure;

3. Maximum amount of aid available per person not to exceed \$1,000.00 or the cost of twelve credits, whichever is greater, per semester or education program;

4. Acceptable academic grades for waiver of tuition;

5. Eligible costs; and

6. A procedure to notify employees of approval or disapproval.

C. Employees who do not satisfactorily complete courses for which tuition waiver had been granted, shall be required to reimburse the College for all waived costs. Until such reimbursement has been made, no further waivers will be available to that employee.

D. 1. It is understood that major programmatic changes shall not be made without negotiating with the Union whenever that obligation would exist.

2. Additional criteria for determining eligibility within the program may be established by the College.

E. When an employee is on an approved program of study under the tuition waiver program, and a course under that program is either not available or oversubscribed at the college where the employee works, an exception will be granted to the employee to take such course at another State College if such course is taught at the other institution.

APPENDIX II

SIDE LETTER OF AGREEMENT #1

Access to Premises

The State and the Union agree that both parties will abide by the access to premises provision in the Union Rights and Representatives contract article. If problems develop as to access to premises a representative from the Office of Employee Relations and the Communications Workers of America will meet to seek an amicable resolution to the problems. If no resolution is achieved both parties reserve their rights to exercise legal and contractual options available.

SIDE LETTER OF AGREEMENT #2

Access to Premises

During the time prior to the ratification of this Agreement the Union may request access to premises in accordance with the Access to Premises provision of the applicable Agreement in order to explain the negotiated Agreement. As a one time per location per unit exception to the normal circumstance regarding Union meetings, the meetings may be conducted for up to 30 minutes. Employees may attend such meetings by combining their fore and afternoon breaks. Recognizing its responsibility to maintain necessary coverage, management shall attempt to accommodate employees who wish to attend such meetings. Employees who are unable to attend such meetings due to the need to maintain coverage shall be allowed to combine their breaks should subsequent pre-ratification meetings be conducted by the Union. No employee may attend a 30-minute meeting more than once.

SIDE LETTER OF AGREEMENT #3

Additional Titles to the Clothing Allowance

The parties agree that employees serving in the list of titles set forth below and who meet the eligibility requirements otherwise set forth in Article VI, Section B, Clothing Maintenance Allowance, (with the exception of the requirement of receiving the clothing maintenance allowance in fiscal year 1998/1999), shall be entitled to receive a clothing allowance as contractually set forth in the above mentioned article effective in fiscal year 1999/2000. These titles shall be added to the list of titles already eligible to receive the clothing maintenance allowance:

- 1) Assistant Supervisor 2, Administrative Services Facilities (R-82658)
- 2) Assistant Supervisor 3, Administrative Services Facilities (P-82655)
- 3) Assistant Supervisor 3, Administrative Services Public Safety (P-82655)
- 4) Assistant Supervisor 4, Administrative Services Public Safety (P-82652)
- 5) Assistant Supervisor of Residential Living (R-04213)
- 6) Assistant Supervisor of Professional and Residential Services (R-60634)
- 7) Associate Supervisor 2, Facilities (S-82675)
- 8) Audio Visual Technician (A-74762)
- 9) Child Care Quality Assurance Inspector (P-62226)
- 10) Child Care Quality Assurance Inspector 2 (R-62227)
- 11) Fingerprint Operator Trainee (A-45010)
- 12) Fingerprint Technician, State Police (A-45012)
- 13) Graphic Artist 1 (A-54593)
- 14) Graphic Artist 1 (A-54603)
- 15) Graphic Artist 2 (A-54609)

- 16) Graphic Artist 2 (A-54601)
- 17) Graphic Artist 3 (A-54598)
- 18) Graphic Artist 3 (A-54594)
- 19) Greenskeeper (R-02671)
- 20) Museum Registrar (P-74593)
- 21) Occupational Health Consultant 1 (P-03914)
- 22) Occupational Health Consultant 2 (P-03913)
- 23) Occupational Health Consultant 3 (P-03912)
- 24) Occupational Health Consultant 4 (P-03114)
- 25) Principal Audio visual Technician (R-74764)
- 26) Principal Fingerprint Technician, State Police (R-45011)
- 27) Principal Forensic Photographer (R-44924)
- 28) Principal Safety Inspector Mining (R-17244-C)
- 29) Principal Sanitarian (R-03154)
- 30) Senior Audio Visual Technician (A-74763)
- 31) Senior Engineer, Materials (P-13093)
- 32) Senior Engineer, Structural Bridge Design (P-10473)
- 33) Senior Engineer, Transportation (P-10273)
- 34) Senior Engineer, Structural Evaluation (P-10468)
- 35) Senior Fingerprint Technician, State Police (A-45013)
- 36) Senior Forensic Photographer (A-44923)
- 37) Senior Geotechnical Engineer (P-10453)
- 38) Studio Coordinator Art Service (A-82434)
- 39) Supervising Engineering Aide (S-14055)
- 40) Supervising Graphic Artist, State Police (R-54956)
- 41) Supervising Laboratory Service Worker (S-01936)
- 42) Supervisor, Aide to Navigator (S-32418)
- 43) Supervisor Forensic Photography Unit (R-44945)
- 44) Supervisor of Postal Services (S-20205)
- 45) Teacher 1 (P-75293) ¹
- 46) Teacher 2 (P-75292) ⁴
- 47) Teacher 3 (P-75291) ⁴
- 48) Radio Chemist I (P-18084/P-59979)
- 49) Radio Chemist II (P-18083)
- 50) Research Scientist 3, Radiological Health (P-18073)

SIDE LETTER OF AGREEMENT #4

Agency Fee

The State and the Union are contracting parties in an agreement concerning wages and terms and conditions of employment for the period July 1, 1999 through June 30, 2003. One article of that agreement embodies a condition whereby employees are required to pay a representation fee to the Union. As a condition of the continuance of that requirement, it is understood that the Union will provide relevant financial information to employees and maintain its demand and return system in such manner as to be in

¹ In the following P/Rs: 600, 611, 620, 621, 641, 643, 650, 665
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⁴

accord with the then current law and determinations by the U.S. Supreme Court in all related matters but specifically with regard to expeditious response, provision of required information and the preservation of individual's constitutional rights; and further, it is understood that any rules or regulations promulgated by the New Jersey Public Employment Relations Commission concerning this matter will be abided by in the administration of the program.

SIDE LETTER OF AGREEMENT #5

Alternate Workweek

When an Alternate Workweek Program is put forward by a Department or requested by the Union, the State, through the Governor's Office of Employee Relations and the Union, shall meet to discuss the parameters of such a program.

If the parties agree to proceed with an alternate workweek program in a particular Department or division within a Department, the State recognizes its obligation under the New Jersey Employer-Employee Relations Act to negotiate on negotiable terms and conditions of employment. The parties equally recognize that certain subjects within an alternate workweek program are preempted by Statute and/or regulations from negotiations.

Any agreement the parties may reach as to an alternate workweek program must be approved by the Department of Personnel as per their jurisdiction under N.J.S.A. 11A, et seq.

SIDE LETTER OF AGREEMENT #6

Computer Tapes

The State will provide the Union with the following information on tape provided by the Union: 1) employee's name, 2) address, 3) social security number, 4) check distribution number, 5) payroll number, 6) dues or agency shop fee amount, 7) negotiations unit, 8) sex, 9) title, 10) anniversary date, 11) range and step, and 12) pay period.

Such information shall be provided every payroll period. The Union acknowledges and agrees to all prior understandings regarding disclosure of information contained on these tapes.

SIDE LETTER OF AGREEMENT #7

Department of Human Services

1. The Union may request use of available space at an institution in the Department of Human Services for use as an office or for the storage of papers and files. Provisions of such space shall not be unreasonably withheld when available; however, the provision of space shall not take priority over essential uses and may be on a shared basis. The State shall incur no responsibility for security or safety of any Union materials nor any liability for loss or damages which occur. Further, the Union may be permitted to furnish file cabinets or other equipment to the commitment above and under the same conditions. The permission to utilize facilities of the State may be withdrawn by the State at any time.

2. At State institutions of the Department of Human Services, the State will provide a thirty (30) minute period during the new employee's orientation period to allow a non-State employee representative of the Union to meet and explain the Union's responsibilities. If the non-State employee representative of the Union cannot be present during such orientation period, one (1) unit employee of the institution designated by the Union may be allowed to make such presentation to a maximum of twelve (12) times per year. Any employee released pursuant to this paragraph for the purpose of addressing employees during orientation shall only address employees whose titles are contained in the same negotiating unit as the employee making the presentation.

3. Upon the request of the Union at an institution in the Department of Human Services, a Labor/Management meeting shall be scheduled by management sometime during the second week of March, June, September and December. The quarterly meetings are to discuss local contract administration problems and improve communications. The Union shall designate one (1) employee from the Administrative and Clerical Services, Professional, Primary Level Supervisors and Higher Level Supervisors Units in order to attend such meetings. Meetings shall be up to one-half (2) day in duration. Either party may request a meeting and shall submit a written agenda of the topics to be discussed at least seven (7) days prior to such meeting. Employee representatives who attend such meetings during their scheduled work shift shall be granted time off to attend without loss of pay. If any employee representative who attends the meeting is scheduled to work on another shift on the date of said meeting or attends the meeting on his/her normal day off, he/she shall be granted hour-for-hour compensatory time for the time spent at the meeting.

This letter shall expire on June 30, 2003 unless the parties mutually agree to an extension.

SIDE LETTER OF AGREEMENT #8
Department of Military and Veterans Affairs
Alternate Workweek for Employees
Performing Fire-fighting Duties

The Alternate Workweek Program currently in place at the Department of Military and Veterans Affairs, which affect employees in the titles Staff Officer 3, Staff Assistant 1, and Staff Assistant 2, that perform fire-fighting services at the Atlantic City Air Base shall, for the duration of this contract, remain in place as is, as per the November 10, 1993 agreement between the State of New Jersey, Office of Employee Relations, and the Communications Workers of America. The July 19, 1994 letter from the Department of Military and Veterans Affairs to the Communications Workers of America shall also continue for the duration of this contract as is.

This side letter of agreement expires on June 30, 2003.

SIDE LETTER OF AGREEMENT #9
Dignity

In order to resolve an outstanding dispute concerning Article II, section C-6, commonly referred to as the dignity clause, it is agreed that where an issue or issues in a dignity grievance may be covered by another article in the contract, or by direct appeal to the Department of Personnel, those issues shall be severed from the dignity grievance and appealed under the appropriate contract provision, or by appeal to the Department of Personnel as a means of resolving those aspects of the grievance.

The dignity grievance, if still viable, shall then proceed under Article II, section C-6 of the contract.

SIDE LETTER OF AGREEMENT #10

DOT Mileage

After execution of the contract the parties will meet to discuss the DOT standard mileage deduction. The Union can select up to two (2) DOT employees to attend the meeting. The meeting will be conducted at a mutually agreeable time.

SIDE LETTER OF AGREEMENT #11

Grievance Procedure

The State and the Communications Workers of America hereby agree to establish a pilot program involving the collective negotiation agreement Grievance Procedure for all units whereby the parties will substitute a second step grievance meeting instead of a second step grievance hearing and a first step grievance meeting.

The time frame for filing a grievance that shall go to a grievance meeting shall be the time frames set forth under Article IV, section E(1). The time frames for scheduling a meeting and rendering a decision shall be the same as a Step 2 hearing.

Pursuant to this pilot program at the meeting, representatives of the participating Department or Agency and the Union shall meet to discuss the resolution of the grievance. At the meeting, in addition to the grievant, the Union may be represented by a local union officer and/or local union representative. The Department or Agency shall designate a representative to attend the meeting. The Union and the Department shall also be allowed one resource person who is familiar with the dispute to attend the meeting. Additional resource people may attend based upon the mutual consent of the parties.

At the grievance meeting, one person shall act as spokesperson for the Union and one person shall act as spokesperson for the Department.

Any resolution of the grievance will be reduced to writing. If there is no resolution, the Department will issue a decision explaining the basis for denying the grievance. If the grievance is an A(1) contractual grievance, management's decision may be appealed to arbitration pursuant to the time frames set forth under Article IV, Section (H) (5).

The State and the Union agree to meet once a year to discuss how this pilot project is working and to determine whether any party may wish to continue or discontinue the project in any Department. The pilot project shall expire on June 30, 2003.

The following Departments or Agencies have agreed to participate in this pilot project:

1. Agriculture
2. Banking & Insurance
3. Board of Public Utilities
4. Community Affairs
5. Education
6. Environmental Protection
7. Health
8. Labor
9. Office of Information Technology
10. Public Defender
11. Transportation

SIDE LETTER OF AGREEMENT #12

Health Care Cost Containment Committee

1. The STATE and the CWA agree to continue the labor/management cost containment committee. All costs associated with implementing the committee's objectives that are mutually agreed to by union and management shall be borne by the State. The term health insurance carrier shall include all providers of health services for represented employees, including HMOs and plan administrators. The Joint Union/Management Committee with equal representation of management and the Union shall be established. The committee shall:

a. Conduct an ongoing study of activities which have the potential of limiting health plan costs without shifting costs to workers or otherwise reducing levels of benefits or quality of care. The study shall develop recommendations for measures to hold insurance carriers, administrators and hospitals and physicians more accountable for controlling health care costs.

b. Conduct an ongoing review of any cost control programs agreed upon in the health care benefit contract. In performance of its duties, the Committee may have direct access to representatives of all health plan carriers providing plans to employees when and as deemed appropriate by management and the union. The Committee shall receive copies of public document reports on the health plan (including health plan cost and utilization information) and shall have the ability to request additional reports mutually agreed upon by management and the union.

2. The Committee shall have the ability to request regular reports on cost control programs mutually agreed upon by management and the union. Such reports shall address costs of operating the program, activities, savings (including assumptions) and future plans/recommendations.

3. The Committee may also recommend additional measures or alternatives, consistent with the goals set forth above, and the report prepared by the CWA entitled "Good Medicine".

SIDE LETTER OF AGREEMENT #13

Job Security

This side letter will confirm the understanding between the parties regarding some of the efforts the State of New Jersey (State) will undertake to lessen the impact of future privatization initiatives or the closing of State facilities that occur during the period from ratification of this contract through June 30, and which impact on employees in CWA negotiation units. This letter refers to negotiations unit employees who are ultimately laid off at the conclusion of the State's layoff procedures, but the layoff would have to be the result of the State's decision to privatize a function or to close a facility.

In the event the State seriously considers privatization of a facility or function for purely fiscal or economic reasons impacting bargaining unit employees, the State agrees to give the Union reasonable advance notice, but not less than 90 days prior to actual closure or privatization and, upon request, to meet with the Union to give the Union an opportunity to present its position on the economic issues. The Union shall be given the opportunity to demonstrate that unit employees will do the same work more efficiently than a private contractor. The State agrees to provide the Union with relevant cost information necessary to enable the Union to develop its economic position, including public documents involving the RFP, once issued and shall meet with the Union within 30 days of the issuance of the RFP.

When the privatization decision is based upon policy reasons, and will result in a layoff or job displacement of bargaining unit employees, the State will give the Union reasonable advance notice of its decision and, upon request, meet with the Union to explain its rationale and discuss the impact on affected employees. It is understood that in any event, the decision to privatize is a managerial prerogative that may not be subject to the negotiation process.

The efforts the State will undertake to alleviate the impact on employees laid off as a result of such actions shall include one or more of the following as appropriate under the existing circumstances and shall be subject to discussions between the State and the CWA:

1. Establishing preferential hiring lists with the private employer;
2. Establishing hiring freezes for positions determined by the Department of Personnel to have the same or similar duties and responsibilities at other State locations within the department affected to create openings which will be filled by qualified laid off employees and, if practicable, by employees targeted for layoff, all in accordance with DOP and SAC rules and regulations;
3. Continuing health coverage under COBRA which the State will pay for a certain limited transition period but not less than three months in duration; and
4. Providing training for qualified employees to the extent there are openings and laid off employees require training to fill them.

The State agrees to make good faith efforts which shall include compliance with all DOP regulations to lessen the possibility of the layoff or demotion-in-lieu-of layoff of employees in the bargaining unit. Where practicable, these efforts will be made whenever workers are placed at risk through privatization, or program reductions or eliminations for reasons of economy, efficiency, or other reason. The efforts the State may take to lessen the possibility of layoff or demotion may include, wherever practicable, voluntary reduced work time and voluntary layoff or demotion which shall be offered to employees before the employer takes involuntary action to reduce the workforce. Consistent with DOP regulations, The State will consider the following pre-layoff actions prior to any permanent employees being laid off or demoted:

1. Hiring and promotion freezes;
2. Separation of non-permanent employees;
3. Returning provisional employees to their permanent titles
4. Securing of transfers and reassignment to other employment; and
5. Filling of existing vacancies.

Good faith attempts will be made to fill positions determined by the Department of Personnel to have substantially the same or similar duties and responsibilities at other State locations by qualified laid off or demoted employees and, if practicable, by employees targeted for layoff. As practicable, the State shall train "at risk" employees to allow movement from the "at risk" location to work locations within or outside the appointing authority where positions are available. It is understood that all such actions must be consistent with operative law and DOP regulations.

SIDE LETTER OF AGREEMENT #14

Labor/Management Health Care Advisory Committee

1. There shall be established a Labor/Management Health Care Advisory Committee to expedite, on a voluntary basis, the transition of negotiations unit employees from the Traditional Plan and Health Maintenance Organizations to New Jersey Plus from July 1, 1999 through December 31, 2000. The Committee shall consist of four designees of the Division of Pensions and Benefits and four designees to be selected by the CWA. The Committee shall decide on what advice and recommendations will be made in determining the following issues:

a. County-by-County problem solving In-Network establishment with a standard of two doctors within a five mile radius of the covered employee where sufficient providers exist; and at least 75% of the hospitals in New Jersey under contract.

b. For current employees in rural areas where access is less than two primary care physicians within 20 miles, the minimum solution shall be the design of the Traditional Plan.

c. All problems concerning transition cases and pre-existing conditions shall be resolved by having as the minimum solution the design of the Traditional Plan.

2. The Committee decisions shall be by majority vote. Ties shall be broken by the State Health Benefits Commission. The Committee shall endeavor to make the benefits of NJ Plus available to a maximum number of employees in the negotiating units, discuss problems of substance abuse, and shall create conditions to facilitate the movement of State employees and their dependents from the Traditional Plan and Health Maintenance Organizations to NJ Plus.

SIDE LETTER OF AGREEMENT #15

Lateness Due to Dependent Care

When an employee is late for work due to dependent care problems, it is the position of the State that the employee and the Supervisor/Manager at the employee's work site, will meet to try to resolve the lateness problem. The employee will have the right to Union representation during this meeting. This meeting will be held prior to any disciplinary action being taken against the employee as a result of the lateness. However, once such a meeting is held, the State reserves its right to implement disciplinary action if the employee continues to come in late for work.

SIDE LETTER OF AGREEMENT #16

Leaves of Absence Less Than 6 Months

The State agrees to consider requests made by the Union in accordance with the Leaves of Absence Without Pay Article in the various Agreements for periods of less than 6 months. In accordance with normal practice, such request for an unpaid leave of absence will be made directly to the Office of Employee Relations which will investigate in an attempt to accommodate the requested leave with the understanding that the requested period of leave shall be definite and requests by the Union for leave extensions shall be made in only exceptional situations.

SIDE LETTER OF AGREEMENT #17

Orientations Sessions

A. The following understanding shall apply to all State Departments except the institutional facilities at the Department of Corrections, the Department of Military and Veterans Affairs and the Department of Human Services.

When a Department or Division plans to hold an orientation session for new employees, the Union shall be so notified in advance if a reasonable number of the new employees attending the session are in titles covered by the Contract. The Department or Division holding the orientation will provide the Union with a thirty (30) minute period in which to meet with new employees whose titles are covered under this contract, if so requested by the Union. The thirty (30) minute period shall be within the employees workday but may not be during lunch or break time. The representative of the Union shall be a local Union representative. If a non-State employee Union representative cannot be present during an orientation session, a unit employee designated by the Union will be allowed to make such presentation.

B. At State institutions in the Department of Human Services, Department of Corrections and the Department of Military and Veterans Affairs, the State will provide a thirty (30) minute period during the new employee's orientation period to allow a non-State employee representative of the Union to meet and explain the Union's responsibilities. If the non-State employee representative of the Union cannot be present during such orientation period, one (1) unit employee of the institution designated by the Union may be allowed to make such presentation to a maximum of twelve (12) times per year. Any employee released

pursuant to this paragraph for the purpose of addressing employees during orientation shall only address employees whose titles are contained in the same negotiating unit as the employee making the presentation.

SIDE LETTER OF AGREEMENT #18

Potential Changes to Titles

Now Receiving the Clothing Allowance

In recognition that during the term of this contract titles that are currently eligible to receive the clothing allowance may be abolished or substantially changed so that they are no longer eligible to receive the clothing allowance under the criteria set forth in the contract, the parties agree that, in the event this occurs, the Union retains the right, during the term of this agreement, to reopen the clothing allowance contractual provision to address this specific issue.

It is understood by the parties that, in the event the Union invokes this provision, the State's only obligation is to negotiate for an equal number of employees who will be eligible to receive the clothing allowance payments in a different title. The number of new employees the Union may negotiate as to receiving the clothing allowance is the same as the number of employees who were in the title eligible to receive the clothing allowance prior to its abolishment or change to a title ineligible to receive the clothing allowance.

SIDE LETTER OF AGREEMENT #19

Promotion - Unclassified Employees

Where a title series exists in the unclassified service, employees within the title series shall be considered for promotion prior to the filling of a vacancy.

SIDE LETTER OF AGREEMENT #20

Rest Periods

The current practice of requiring certain employees to remain at their work places during rest periods for safety reasons or operational requirements shall be continued. However, if the employee is required to work during the rest period it shall be rescheduled or, if this is not feasible, the lost rest period shall be accumulated at straight time and scheduled in accordance with the regulations concerning use of compensatory time off.

SIDE LETTER OF AGREEMENT #21

Status of Part-Time, Intermittent, Temporary and Special Services Employees

Within sixty (60) days of the execution of the collective negotiations agreements the State and the Union will constitute a labor-management committee for the purpose of reviewing the status of non-negotiations unit employees performing the same or similar duties as employees represented by the CWA. A representative from the Department of Personnel will participate on the committee. The committee shall be comprised of equal numbers of Union and management representatives and will develop standards to determine which part-time, intermittent, temporary and special services employees, not presently included in CWA's units, should be included.

SIDE LETTER OF AGREEMENT #22

Tool Allowance

The State will maintain a list of tools required for the performance of work assignments by each of the employees listed in the titles below.

Each of those employees who provides and is required to use his personally owned tools as a condition of employment shall, on or about December 15 of each year of this contract, be granted a tool allowance, if the employee completes a calendar year of employment in his current capacity and is on the payroll as of the date of payment.

Subject to any conditions set forth in the applicable contract the tool allowance shall be \$100 for the fiscal years beginning July 1999, July 2000, July 2001 and July 2002.

Eligible employees includes only those employees working for the Department of Treasury, Central Motor Pool, in the following titles:

- 1) Assistant Crew Supervisor, Mechanic
- 2) Crew Supervisor, Garage Operations
- 3) Crew Supervisor, Mechanic
- 4) Crew Supervisor, Mechanics (body and fender shop)

SIDE LETTER OF AGREEMENT #23

Training & Education Fund

The State and the Union agree to jointly fund special training and education programs for employees in the Administrative and Clerical Services, Professional, Primary Level Supervisory and Higher Level Supervisory negotiations units. Such training and education programs must be mutually agreed to by the Office of Employee Relations and the Union and may include, but not be limited to, areas of specialized technical training, job skills refresher courses, and professional or career development, which are related to the employee's job, or which may be necessary or directly beneficial to career advancement within State service.

Employees eligible to participate in a program must be employed in a CWA negotiations unit and must be on the payroll at the beginning and at the end of the program. Additional eligibility requirements shall be mutually agreed to by the State and the Union.

The program shall be funded equally by the State and the CWA, with each party paying up to a maximum of \$25,000 in each year of the Agreement. The parties may on a one time basis, elect to carry over money not utilized during a one year period to the next year.

SIDE LETTER OF AGREEMENT #24

Training for Lower Paid Employees

It is understood that special attention shall be given to the needs of least skilled lower paid employees to enhance their job performance and potential for advancement inclusive of alternate career path choices. The Training Division of the Department of Personnel will provide these training opportunities and will develop a procedure to identify eligible employees within operating departments.

A committee including two representatives of the Union, two from OER, and two from the Training Division of the Department of Personnel shall meet with the objective of assisting in the development of this program. It shall be the responsibility of the Department of Personnel to determine the program and the resources to be made available after reviewing recommendations of this committee.

SIDE LETTER OF AGREEMENT #25

Departmental Sick Leave Policy

The State and the Communications Workers of America agree to establish a committee to review and discuss State Departments' sick leave policy. The committee shall consist of a representative from the

Office of Employee Relations and representatives from the State Departments. The Commissioner of State Departments attending the committee meeting shall designate representatives to attend such meeting. The Union shall be represented by a person from the Communications Workers of America, AFL-CIO, and representative(s) from the CWA Locals.

The committee shall meet at mutually convenient times and places and the Union can request a meeting by sending such request with an accompanying agenda to the Office of Employee Relations. The committee will examine the policies as it pertains to employees' rights under the FMLA, protection and preservation of employees' rights of confidentiality. The committee will also make recommendations to evaluate and improve upon sick leave policies.

APPENDIX III

Listed below are all titles included in the Contract. If your title is not listed here it may be included in another CWA Unit. Also listed is the title code number, pay range, and workweek designation.

The pay range can be used to help determine an individual's proper pay by referring to Appendix III explanation of the **symbols used for workweek designation is:**

35 - 35 hour fixed workweek worker. Overtime compensation is regulated by the Overtime Article of this contract and Department of Personnel Overtime rules. Additionally, the FLSA (Fair Labor Standards Act) mandates overtime compensation for these workers for hours over 40 worked in a workweek.

40 - 40 hour fixed workweek worker. Overtime compensation is regulated by the Overtime Article of this contract, Department of Personnel Overtime rules, and the Federal FLSA.

NE - Non-exempt, non-limited. These workers work at least a 35 hour workweek with intermittent requirements for a longer workweek as warranted to complete projects or assignments. These workers are covered by the Provisions of Federal FLSA mandated time-and-one half (pay or compensatory time) for hours in a week worked over 40 hours.

Hour-for-hour hourly compensation (if any) for hours worked in a week between 35 hours and 40 hours is determined by Department of Personnel Overtime rules and Departmental policy.

NL - Non-limited workers. These workers shall work at least a 35 hour workweek with intermittent requirements for a longer workweek as warranted to complete projects or assignments.

The State of New Jersey believes that these titles are **exempt** from coverage by the overtime compensation provisions of the federal FLSA. (Workers in these titles who believe they should be covered by the FLSA may appeal to the U.S. Department of Labor.)

Hour-for-hour compensation (if any) for NL workers for hours over 35 worked in a week is determined by Department of Personnel Overtime rules and Departmental policy.

NL4 - Non-Limited title which involve direct and continuous supervision of workers in 40 hour workweek titles. The State of New Jersey believes these workers are exempt from coverage by the federal FLSA.

Any compensation for hours beyond the normal workweek is regulated by Department of Personnel Overtime rules and Departmental policy.

3E - (exempt 35 hour) 35 hour fixed workweek worker. Overtime compensation is regulated by the Overtime Article of this contract and Department of Personnel Overtime Rules. The State of New Jersey believes these workers are exempt from coverage by the FLSA.

4E - (exempt 40 hour) 40 hour fixed workweek worker. Overtime compensation is regulated by

the Overtime Article of this contract and Department of Personnel Overtime Rules. The State of New Jersey believes these workers are exempt from overage by the FLSA.

The above information is supplied by the Union for information purposes only. It is **not** part of the contract between the State and the CWA.

Higher Level Supervisory

RANGE	TITLE CODE	TITLE	HOURS
20	40355	Area Supervisor Bridge Operations	40
21	42345	Area Supervisor Highway Maintenance	40
25	52934	Assistant Chief, Public Contracts Section	
23	42424	Assistant Engineer in Charge Maintenance 2	N4
25	42425	Assistant Engineer in Charge Maintenance 1	N4
19	44724	Assistant Food Service Supervisor 3	N4
20	44725	Assistant Food Service Supervisor 2	N4
21	44726	Assistant Food Service Supervisor 1	N4
29	57086	Assistant Manager Bureau of Appraisals	NL
24	62759	Assistant Manager of Residential Rehabilitation Center Commission For Blind	NL
21	43745	Assistant Master Mechanic	40
21	43646	Assistant Regional Electrical Supervisor	40
18	45644	Assistant Superintendent of State Game Farm	N4
27	62309	Assistant Superintendent of Veterans' Cemetery	NL
29	17695	Assistant Supervising Architect	N4
28	59924	Assistant Supervising Architect	NL
23	52904	Assistant Supervising Contract Administrator	40
21	42415	Assistant Supervisor Bldgs and Equipment Div. M.V.	40
21	44151	Assistant Supervisor of Building Repairs	40
24	60634	Assistant Supervisor of Prof.. Residential Services Development	N4
22	04213	Assistant Supervisor of Resident Living	N4
24	44728	Assistant Supervisor, Regional Food Service Operation	N4
27	51334	Assistant Supervisor Technical Services Taxation	NL
24	35255	Assistant Executive Secretary Board of Medical Examiners	NL
25	82672	Associate Supervisor 3, Facilities	NL
27	52578	Building Management Services Specialist 1	NL
19	40203	Building Services Coordinator 1	35
21	40208	Building Services Coordinator 1	40
30	15761	Chief Capital Construction and Facilities Service	N4
30	15751	Chief Capital Planning and Programming	N4
29	59333	Chief Capital Planning and Programming	NL
37	01074	Chief of Dental Services	NL
20	32264	Chief Security Officer	N4
25	61973	Child Support and Paternity Specialist I	NL
22	10133	Construction & Maintenance Technician 1	40
26	17247	Construction Official	NE
27	17248	Construction Official	40
31	00837	Coord. Health Care Facilities Anal. Med. Assist.& Health Service	NL
27	15678	Coordinator, Maintenance Services	NL
27	60455	Coordinator of Inspections, Long Term Care Facilities	NL
28	42447	Coordinator of Plant Services and Preventative Maintenance	N4
19	40147	Coordinator of Supply Support Operations	NE
23	53673	Disability Review Officer Pensions	NL
18	60002	Electronics Technician 3	NE
30	15875	Emergency Response Specialist 1	N4
28	59949	Engineer 1, Hazardous Site Mitigation	NL
25	42436	Engineer in Charge Maintenance 3	N4

23	42435	Engineer in Charge Maintenance 4		N4
22	10122	Engineering Technician 1		40
20	59954	Engineering Technician 1		35
25	62165	Field Service Supervisor 2		NL
30	54865	Financial Examiner 1		NL
26	44745	Food Service Supervisor 1		N4
24	44744	Food Service Supervisor 2		N4
22	44735	Food Service Supervisor 3		N4
20	44734	Food Service Supervisor 4		N4
24	43827	Garage Supervisor 1		40
21	43826	Garage Supervisor 2		40
29	03275	Hazardous Site Mitigation Specialist 1		N4
28	59962	Hazardous Site Mitigation Specialist 1		NL
15	21734	Head Accident Record Reviewer	35	
15	20625	Head Vault Clerk		35
22	44256	Housekeeping Supervisor 1		40
19	44255	Housekeeping Supervisor 2		40
17	44254	Housekeeping Supervisor 3		40
28	54145	Labor Market Analyst 1		NL
13	44435	Laundry Supervisor		40
30	36307	Legal Assistant 1 Office of Administrative Law	NL	
21	41426	Manager of Forms Control and Printing DMV		NL
22	52705	Manager Word Processing System 2		NL
22	43326	Marina Superintendent 1		N4
25	52322	Marketing Specialist Lottery		NL
19	21055	Medical Records Supervisor		35
27	02005	Microbiologist 2		NL
18	21856	Office Supervisor		NE
21	43045	Parks Maintenance Supervisor 1		40
25	14091	Principal Engineer Civil		NL
24	56194	Principal Examiner Unemployment Tax	35	
22	56743	Principal Investigator Motor Carriers		40
21	80216	Principal Investigator Student Loans		NL
26	03674	Principal Occupational Therapist	N4	
19	22545	Printing Operations Technician 3		NE
22	22536	Printing Operations Technician 4		NE
27	00144	Program Specialist I Occupational Environ. Health		NL
29	10485	Project Engineer Architectural Bridge Design		N4
28	15091	Project Engineer Code Services		NL
29	15096	Project Engineer Code Services		N4
29	10895	Project Engineer Construction	N4	
29	10255	Project Engineer Drainage		N4
29	10256	Project Engineer Electrical		N4
29	11683	Project Engineer Equipment		N4
29	10465	Project Engineer Geology		N4
29	10455	Project Engineer Geotechnical	N4	
29	17095	Project Engineer Industrial		N4
29	10684	Project Engineer Landscape		N4
29	13695	Project Engineer Local Government Aid	N4	
29	11684	Project Engineer Maintenance	N4	
29	13095	Project Engineer Materials		N4
29	12695	Project Engineer Planning		N4
29	11895	Project Engineer Plant Engineering and Operations		N4
29	12295	Project Engineer Research		N4
29	12503	Project Engineer Right of Way		N4
29	10478	Project Engineer Structural Evaluation		N4
29	10475	Project Engineer Structural Transportation	N4	
29	10275	Project Engineer Surface Design	N4	

29	11296	Project Engineer Traffic		N4
29	10252	Project Engineer Utilities		N4
25	34794	Radiological Officer Office of Emergency Management	NL	
23	43806	Regional Equipment Supervisor Transportation		40
24	42346	Regional Maintenance Supervisor Transportation	4E	
28	03199	Regional Superintendent, Fish, Game and Wildlife	N4	
15	75504	Secretary 1 Word Processing System		35
24	10070	Senior Examiner Engineer and Boiler Operators License		NL
32	61748	Senior Hearing Officer State Parole Board		NL
25	60064	Social Work Supervisor 2		NL
20	34373	Special Staff Officer 2		NL
21	34379	Special Staff Officer 2		N4
30	12800	Statistical Engineer 1		N4
25	03194	Superintendent, Fish Hatchery	N4	
18	45545	Superintendent of Institutional Grounds		40
28	02754	Superintendent Parks and Forestry 1		N4
26	02753	Superintendent Parks and Forestry 2		N4
24	02752	Superintendent Parks and Forestry 3		N4
21	02751	Superintendent Parks and Forestry 4		N4
27	50465	Supervising Accountant State Use	NL	
22	33894	Supervising Agricultural Products Agent	N4	
28	50965	Supervising Auditor		NL
30	50819	Supervising Auditor Taxation	NL	
27	01758	Supervising Biologist		NL
28	01759	Supervising Biologist		N4
28	01555	Supervising Chemist		NL
27	01785	Supervising Clinical Laboratory Evaluator	NL	
28	60624	Supervising Community Program Specialist		NL
29	51250	Supervising Contract Administrator		NL
30	51251	Supervising Contract Administrator		N4
27	31974	Supervising Driver Improvement Analyst	NL	
28	56481	Supervising Driver Improvement Analyst	N4	
27	64614	Supervising Employment Services Specialist		NL
29	15004	Supervising Engineer Energy	N4	
29	14895	Supervising Engineer Utilities	N4	
20	14055	Supervising Engineering Aide	40	
25	02475	Supervising Entomologist		NL
24	16291	Supervising Environmental Compliance Investigator		N4
23	59993	Supervising Environmental Compliance Investigator		NL
28	16297	Supervising Environmental Engineer		NL
29	16305	Supervising Environmental Engineer		N4
28	15855	Supervising Environmental Specialist		NL
29	15856	Supervising Environmental Specialist		N4
22	15835	Supervising Environmental Technician		40
20	59994	Supervising Environmental Technician		35
25	62155	Supervising Family Service Specialist 1		NL
28	51684	Supervising Field Representative Local Property Tax		NL
30	01594	Supervising Forensic Scientist	NL	
29	02664	Supervising Forest Firewarden		NL
28	02660	Supervising Forester		
28	03055	Supervising Geologist		NL
29	03056	Supervising Geologist		N4
27	15682	Supervising Historic Preservation Specialist		NL
21	40644	Supervising Institutional Trade Instructor	40	
30	55085	Supervising Insurance Examiner	NL	
26	54935	Supervising Investigator Banking	NL	
26	55156	Supervising Investigator Insurance	NL	
28	55180	Supervising Investigator, Insurance Fraud Prevention		NL

28	51355	Supervising Investigator Taxation	NL	
16	01936	Supervising Laboratory Service Worker		NE
22	01925	Supervising Laboratory Technician		NE
23	01930	Supervising Laboratory Technician		40
27	74085	Supervising Librarian		NL
28	13726	Supervising Local Aid Analyst	N4	
23	32683	Supervising Medical Security Officer		40
29	55390	Supervising Municipal Finance Auditor		NL
29	54945	Supervising Planned Real Estate Development Analyst		N4
27	16475	Supervising Planner		NL
28	16492	Supervising Planner		N4
28	16463	Supervising Planner, DEP		NL
29	12495	Supervising Planner Transportation		N4
29	64486	Supervising Program Development Specialist		NL
30	64487	Supervising Program Development Specialist		N4
29	62104	Supervising Prog.Support Specialist		NL
27	62928	Supervising Public Health Representative	NL	
30	18085	Supervising Radiological Physicist		NL
27	56725	Supervising Rate Analyst Utilities	NL	
29	12285	Supervising Research Assistant Transportation		N4
28	04185	Supervising Residential Services Specialist	NL	
15	40035	Supervising Stock Clerk		35
25	63116	Supervising Substance Abuse Counselor	NL	
28	15315	Supervising Technical Operations Anaylst CATV	NL	
28	59997	Supervising Topographic Engineer		NL
29	13285	Supervising Transportation Analyst		N4
27	03200	Supervising Zoologist, Non-game	NL	
25	56464	Supervisor 1, Division of Motor Vehicles	N4	
24	56488	Supervisor 1, Division of Motor Vehicles	NL	
25	65249	Supervisor 1, Unemployment Benefits		NL
20	25026	Supervisor 1, Word Processing Center		NL
18	25025	Supervisor 2, Word Processing Center		NL
21	56462	Supervisor 2, Division of Motor Vehicles	35	
23	56463	Supervisor 2, Division of Motor Vehicles	40	
22	32418	Supervisor Aids to Navigation	40	
30	50768	Supervisor Budget & Fiscal Planning		N4
23	44153	Supervisor Building Services		N4
24	42416	Supervisor Buildings & Equipment MV Inspection	4E	
30	50770	Supervisor, Capital Budgeting, Planning & Bond Fund Admin.		NL
25	70494	Supervisor Child Center Program Evaluation		NL
27	62228	Supervisor Child Care Quality Assurance Inspection		NL
30	15094	Supervisor Construction Plans Approval Section	N4	
23	15235	Supervisor, Construction Inspection		N4
23	53306	Supervisor Data Entry Unit Pensions		NL
25	57656	Supervisor Data Input and Control Section Taxation		NL
22	53082	Supervisor Data Preparation		NL
19	53333	Supervisor Data Processing Machine Operations 2		35
29	53084	Supervisor Data Processing Technical Support		NL
19	26705	Supervisor, Data Reduction Unit	35	
24	52356	Supervisor Dist.& Collect.Operations State Lottery		NL
30	64426	Supervisor Enforcement		
20	50483	Supervisor Fiscal Accounts		NL
21	02649	Supervisor Forest Fire Equipment Maintenance		40
26	02658	Supervisor Forest Fire Equipment		N4
30	50762	Supervisor, General and Support Services	N4	
27	64456	Supervisor, Housing Assistance Program	NL	
20	27312	Supervisor Licensing Section	NL	
17	30622	Supervisor Licensing Unit Professional Board		35

25	74233	Supervisor Microfilm Services State		NL
21	22046	Supervisor Microfilm Services		NL
29	64582	Supervisor New Jersey Youth Corp.		
17	27114	Supervisor of Accounts		3E
23	42505	Supervisor of Building Repairs 2	40	
25	42426	Supervisor of Bldg.Srvs. Repairs and Central Stores		NL
27	56375	Supervisor of Claims		NL
22	02374	Supervisor of Clinical Laboratories		40
27	32202	Supervisor of Code Inspections		NL
29	72745	Supervisor of Educational Programs 1		NL
22	43756	Supervisor of Equipment Inspections		40
22	42046	Supervisor of Highway Marking		40
28	15115	Supervisor of Housing Code Compliance		NL
24	62225	Supervisor of Inspections Child Care Centers		NL
31	00323	Supervisor of Inspections Hospitals		NL
29	00304	Supervisor of Inspections Long Term Care Facilities		NL
25	55125	Supervisor of Insurance Education	NL	
28	56793	Supervisor of Investigations		NL
25	44446	Supervisor of Laundry Operations	N4	
19	24837	Supervisor of Legal Secretarial Services	NE	
17	52473	Supervisor of License Processing	NE	
27	54916	Supervisor of Licensing Consumer Credit		NL
25	52376	Supervisor of Lott.Control and Winner Notification		NL
19	20425	Supervisor of Mails		40
17	20435	Supervisor of Mails		35
18	40102	Supervisor of Materials Maintenance		40
23	03854	Supervisor of Nursing Services		4E
20	03849	Supervisor of Nursing Services - 10 mo.	4E	
25	40139	Supervisor of Operations Distribution Center		N4
26	57684	Supervisor of Operations Treasury		NL
29	03693	Supervisor of Physical Therapy		N4
23	20205	Supervisor of Postal Service		40
26	80073	Supervisor of Purchasing and Services State Colleges		NL
25	60000	Supervisor of Radiological Certification		NL
18	26905	Supervisor of Records Transportation		NE
22	03553	Supervisor of Recreation		N4
16	12445	Supervisor of Traffic Enumeration	40	
28	32170	Supervisor of Train.& Cert., Bureau of Fire Safety	NL	
24	52633	Supervisor Transportation Services, Corrections	NL	
24	52611	Supervisor Parts and Inventory Control		N4
30	52665	Supervisor Procurement Unit	NL	
27	52666	Supervisor Procurement Unit Motor Vehicles		35
26	74235	Supervisor Records and Forms Analysis	NL	
26	74206	Supervisor Records Management	NL	
23	74218	Supervisor Records Storage		NL
28	44729	Supervisor Regional Food Service Operation		N4
29	00301	Supervisor Residential Health Care Facilities		NL
22	57694	Supervisor Returns File Section Taxation	NL	
29	64422	Supervisor, Room.& Board.Home Evals. and Licensing	NL	
29	62196	Supervisor Standards & Procedures		NL
20	21844	Supervisor State Office Centrex Systems	NE	
24	64374	Supervisor Technical Assistance Section Relocation		NL
27	64700	Supervisor Test Research		NL
15	82314	Technical Assistant 1 Higher Education		35
15	00230	Technical Assistant Construction Monitoring		35
16	74135	Technical Library Assistant		35
28	93167	Technical Operations Coordinator PBA		4E
27	57135	Title Officer 2		NL

29	62210	Training and Staff Development Officer	NL
30	93174	Transmitter Engineer Manager PBA	N4
27	51104	Transportation Services Specialist 1	NL
29	64867	Work Program Coordinator	

NEW JERSEY WATER SUPPLY AUTHORITY

TITLE

Purchasing Manager, WSA
 Supervisor, Grounds Maintenance, WSA
 Supervisor Water Supply (Canal), WSA
 Supervisor Waterways & Embankment Maintenance, WSA

**APPENDIX IV
 Titles Eligible for Clothing Allowance
 HIGHER LEVEL SUPERVISORS UNIT**

<u>TITLE</u>	<u>TITLE CODE</u>
Adult Services Center Supervisor	60946
Area Supervisor Highway Maintenance	42345
Assistant Engineer in Charge of Maintenance	42424/42425
Assistant Food Services Supervisor 1	44726
Assistant Food Services Supervisor 2	44725
Assistant Food Services Supervisor 3	44724
Assistant Master Mechanic	43745
Assistant Regional Electric Supervisor	53648
Assistant Supervisor Building Repairs	44151
Assistant Supervisor Regional Food Services	44728
Associate Supervisor 2 Facilities	82675
Chief Bridge Operator 1	40354
Chief of Security WSA	
Construction and Maintenance Technician 1	10133
Construction Official	17247
Construction Official	17248
Engineer in Charge of Maintenance 3	42436
Engineer in Charge of Maintenance 4	42435
Engineering Technician 1	10122/59954
Food Services Supervisor 1	44745
Food Services Supervisor 2	44744
Food Services Supervisor 3	44735
Food Services Supervisor 3, 10 Months	44730
Food Services Supervisor 4	44734
Garage Supervisor 1	43827
Garage Supervisor 2	43826
Golf Course Manager	02673
Head Vault Clerk	20625
Housekeeping Supervisor 1	44256
Housekeeping Supervisor 2	44255
Housekeeping Supervisor 3	44254
Laundry Supervisor	44435
Marina Superintendent 1	43326
Microbiologist 2	02005
Park Maintenance Supervisor 1	43045
Principal Investigator Motor Carriers	56743
Principal Occupation Therapist	03674
Printing Operations Technician 4	22536
Printing Operations Technician 3	22545
Regional Superintendent, Fish, Game & Wildlife	03199
Regional Supervisor Construction Code Enforcement	10592
Regional Equipment Supervisor Transportation	43806
Superintendent Institutional Grounds	45545

Superintendent Parks and Forestry 1	02754
Superintendent Parks and Forestry 2	02753
Superintendent Parks and Forestry 3	02752
Superintendent Parks and Forestry 4	02751
Supervising Chemist	01555/01558
Supervising Coastal Inspector	32062
Supervising Engineering Aid	14055
Supervising Environmental Technician	15835/59994
Supervising Forensic Scientist	01594
Supervising Institutional Trade Instructor	40644
Supervising Lab Technician	01925/01930
Supervising Laboratory Service Worker	01936
Supervising Medical Security Officer	32683
Supervising Stock Clerk	40035
Supervising Traffic Enumerator	12445
Supervisor Aide to Navigator	32418
Supervisor Fish Hatchery	03194
Supervisor Forest Fire Equipment	02649
Supervisor Motor Vehicles Inspection Station	56595
Supervisor of Mails	20425/20435
Supervisor of Maintenance Fish and Game	43096
Supervisor of Nursing Services	03854
Supervisor of Nursing Services, 10 Months	03849
Supervisor of Physical Therapy	03693
Supervisor of Postal Services	20205
Supervisor of Recreation	03553
Supervisor 1 DMV	56464*
Supervisor 2 DMV	56463*
Supervisor Grounds Maintenance WSA	
Supervisor Water Supply WSA	
Supervisor Waterways and Embankment Maintenance WSA	

*Applies only to employees working at a DMV Inspection Station

