



Cornell University  
ILR School

### BLS Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the BLS Contract Collection, see  
<http://digitalcommons.ilr.cornell.edu/blscontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853  
607-254-5370 [ilrref@cornell.edu](mailto:ilrref@cornell.edu)

**Contract Database Metadata Elements** (for a glossary of the elements see -  
<http://digitalcommons.ilr.cornell.edu/blscontracts/2/>)

Title: **New Jersey, State of (Administrative & Clerical Services Unit) and Communications Workers of America (CWA), AFL-CIO (2003)**

K#: **800304**

Location: **NJ**

Employer Name: **New Jersey, State of (Administrative & Clerical Services Unit)**

Union: **Communications Workers of America (CWA), AFL-CIO**

Local:

SIC: **9199**

NAICS: **921190**

Sector: **S**

Number of Workers: **10000**

Effective Date: **07/01/03**

Expiration Date: **06/30/07**

Number of Pages: **85**

Other Years Available: **Y**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School - <http://www.ilr.cornell.edu/>

**ADMINISTRATIVE & CLERICAL SERVICES UNIT AGREEMENT  
TABLE OF CONTENTS**

ARTICLE	TITLE	PAGE NO.
	Preamble .....	1
1	Recognition of Rights and Definitions .....	1
	A. Recognition of Union and Unit .....	1
	B. Special Circumstances .....	2
	C. Management Rights .....	2
	D. Definitions .....	3
	E. Use of Intermittents .....	4
2	Policy Agreements .....	4
	A. Non-Discrimination .....	4
	B. Dues Deduction and Membership Information .....	5
	C. Policy Agreements, Strikes and Lockouts .....	8
	D. Administration of Agreement .....	8
3	Department of Personnel Rules .....	9
4	Grievance Procedure .....	9
5	Discipline .....	16
6	Compensation Plan and Program .....	21
	A. Special Salary Program July 1, 2003 to June 30, 2007..	21
	B. Clothing Maintenance Allowance .....	22
	C. Deferred Compensation Plan .....	23
	D. Special Training .....	23
	E. Salary Program Administration .....	24
	F. Bonus Payment for Second and Third Shift .....	24
	G. Salary Adjustment for Nurses and Teachers/Instructors.	25
	H. Cooperative Effort .....	25
7	Position Reclassification and Reevaluation Reviews .....	25
8	Hours and Overtime .....	26
	A. Hours of Work .....	26
	B. Rest and Lunch Period .....	26
	C. Overtime .....	26
	D. Policy on Lateness .....	28
	E. Other Benefits .....	29
	F. Policy on Unexcused Absence .....	29
9	Compensatory Time Balances .....	29
10	Anniversary Dates .....	30
11	Out-of-Title Work .....	30
12	Promotion .....	31

## PREAMBLE

This Agreement made between the State of New Jersey, hereinafter referred to as the "State" and the Communications Workers of America, hereinafter referred to as the "Union", covering employees in the Administrative and Clerical Services 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 statewide Administrative and Clerical Services 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 (17.5) hours per week for thirty-five (35) hour fixed workweek titles, and who are included in the classifications listed in Appendix 4, and Intermittent employees whose titles are listed in Appendix 4 and who meet the hourly requirements as put forward 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.

c. If the State determines that an employee in a position currently represented by the Union is performing confidential duties as defined by Section 3 of the New Jersey Employer-Employee Relations Act (EERA), the State will notify the Union and provide the Union with the basis upon which it maintains

that the employee is confidential.

If the Union objects to the designation of an employee as confidential prior to the removal of the employee from the unit, OER and the Union will meet to review the basis for the confidential designation. If after such review the Union continues to object, the employee may be removed from the unit as a confidential. The Union may pursue its objection in an appropriate forum.

3. Excluded are:

- a. Managerial Executives
- b. 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.
- j. All intermittent employees not performing administrative and clerical work, and intermittent employees performing administrative and clerical work who do not meet the hourly requirements set forth in Appendix 2.

**B. 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 B.1.b. of the Grievance Procedure or if relating to any matter within Paragraph E, Section 6., of the Grievance Procedure, then directly to the Department of Personnel.

**C. 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.

**D. 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 17 or a day specifically designated as such 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. Employees may simultaneously be assigned to more than one (1) work unit in order to accommodate a variety of working conditions.

4. "Organization 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.

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

6. Career service employee - an employee serving in the career service which is all offices and positions which are operating under the provisions of Title 11A, Department of Personnel, of the Revised Statutes except those offices and positions which are included in the unclassified service by law or Merit System Board determination.

7. Unclassified employee - any employee serving in the unclassified service which is any function of government not subject to the provisions of Department of Personnel Law and the regulations promulgated thereunder.

8. Provisional employee - one who has been appointed to a permanent position pending the regular appointment of an eligible person from a special reemployment, regular reemployment or employment list.

9. Job specification - a document which defines and describes representative duties and responsibilities and sets forth the minimum qualifications essential to the performance of the work of the class titles and such other information as may be necessary.

10. Position description - a document containing the duties and responsibilities assigned to a position within a class title.

11. Reevaluation - the study of an existing job title to determine if there have been changes in duties and responsibilities sufficient to justify an increase or decrease in salary range. While the salary range may be increased or decreased as a result of the study, the job title normally remains the same.

12. Reclassification - reclassification means the change of an individual position from one class title to a different class title in the same division of the career service.

13. Desk audit - the study of the duties and responsibilities of a position



within a class title through an interview with the incumbent and/or a supervisor of the incumbent.

14. "NL" (no limit) employee - an employee who is not in a fixed workweek job classification as prescribed in the State Compensation Plan.

15. Permanent part-time employee - means an employee whose regular hours of duty are less than the regular and normal workweek as indicated in the Compensation Plan for that class title or agency but are at least twenty (20) hours per week in a 40 hour fixed workweek title or seventeen and one-half (17-1/2) hours per week in a thirty five (35) hour fixed workweek title and whose services are required without interruption for a period of more than six (6) months or for recurring periods aggregating more than six (6) months in any twelve (12) month period. Employees in this category may be career service, permanent or provisional, or unclassified, depending upon title and status of appointment.

16. NE (non-exempt, no limit) employee - Employees who work at least a thirty five (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 forty (40) hours.

17. The designation "Intermittent" shall be used for those career service titles where work responsibilities are characterized by unpredictable work schedules and which do not meet the normal criteria for regular, year-round, full-time or part-time assignments.

18. The normal merit increment shall mean that salary increase which is granted to an eligible employee at the established quarterly date or the appropriate payroll period as established by the Department of Personnel after each anniversary date of service or as otherwise established as a result of promotion or other personnel action.

#### **E. The Use of Intermittents, Hourly, Special Services, Per Diem and TES employees**

During the first two (2) years of the contract, the State agrees to work jointly with CWA to convert part-time, intermittent, hourly, special services, per diem and TES employees and/or positions to permanent full-time positions where there is a demonstrated need for full-time positions. Conversions will occur on an on-going basis as the parties identify appropriate positions for conversions.

## **ARTICLE 2**

### **POLICY AGREEMENTS**

#### **A. Non-Discrimination**

The State and the Union agree there shall not be any discrimination as to race, creed, color, national origin, nationality, ancestry, age, sex, familial status, marital status, affectional or sexual orientation, atypical hereditary cellular or blood trait, genetic information, liability for military service, and mental or physical disability, including perceived disability and AIDS and HIV status,

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 make best efforts to solve the problem within two (2) pay periods.

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 after May 15 timely with the responsible payroll clerk. Unless an employee withdraws authorization for the deduction of Union dues, the State will continue to deduct dues. The movement of an employee from one title to another title and/or from one unit to another unit will not affect dues deduction, unless the new title or unit is not represented by the Union.

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 paragraphs below, all eligible nonmember employees in this unit will be required to pay a majority representative a representation fee in lieu of dues for services rendered by the majority representative. 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.

On January 1 of each year, 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 date 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.l.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.

Representation fee and Union dues deduction for special services and intermittent classified employees will be based upon the weekly earnings of each employee. In no event shall either of the two deductions be calculated on any hours worked in excess of 35 hours in any given work week.

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 that the Union 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

a. 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.

b. The State will provide the Union with the following information on computer tape or disk 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, salary step and pay period and (12) location code and current key.

4. Effective October 2003, employee paychecks will separately identify Union dues and representation fees.

#### **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 shall 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 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 3**

#### **DEPARTMENT OF PERSONNEL RULES**

The administrative and procedural provisions and controls of Merit System Law and the Rules and Regulations promulgated thereunder, are to be observed in the administration of this Agreement, except 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 Law or Regulations.

### **ARTICLE 4**

#### **GRIEVANCE PROCEDURE**

##### **A. Purpose**

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 grievances. An employee is entitled to use this grievance procedure and to be represented by the Union upon his or her request in accordance with the provisions of this Article. An employee shall not be coerced, intimidated or suffer any reprisal as a direct or indirect result of such use.

##### **B. Definitions**

###### **1. A "Grievance" is:**

a. A claimed breach, misinterpretation or improper application of the terms of this Agreement; or

b. 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) above.

###### **2. Union Stewards and Representatives:**

a. A "steward" is an employee of the State serving as the designated union representative in the grievance district pursuant to Article 25 Section D.1.

b. An "executive board member" is an employee of the State, who sits on the executive board of a local Union. An executive board member will have all the privileges of a steward and may represent any employee, regardless of the



employee's negotiations unit. Time off for an executive board member is governed by Section D.1 of this article. The Union and the State will mutually designate the grievance district(s) within the jurisdiction of an executive board member.

c. A "union staff representative" is a person in the active employ of the Union and not the State.

d. The term "designated union representative," as used in this Article and throughout the Agreement, refers to a steward, executive board member or a union staff representative.

### 3. Resource Person:

A resource person is an individual who is not a witness and who has particular expertise as to the subject matter of the grievance and shall be treated in accordance with the time off procedure below.

## C. Grievance Steps and Time Frames

### 1. General

a. A grievance must be filed initially within thirty (30) days from any date on which the act which is the subject of the grievance occurred or thirty (30) days from the date on which the grievant should reasonably have known of its occurrence. All references to days in this Article are calendar days.

b. Time limits under this Article may be modified by mutual agreement and consent to extend time limits will not be unreasonably withheld.

c. Any employee may orally present and discuss a complaint with his or her immediate supervisor on an informal basis.

d. Contractual grievances shall only be processed through representatives designated by the Union.

e. During the Step One and Step Two process the grievant may be represented by a steward or other representative designated by the Union. One person shall act as a spokesperson for the grievant and one person shall act as the spokesperson for management.

f. Should the grievant elect to process a non-contractual grievance without Union representation, he or she shall so indicate on the grievance. The Union shall be sent a copy of the grievance upon receipt of the grievance by the personnel office of the appointing authority. A steward or other representative designated by the Union will be notified of all non-contractual grievance meetings or hearings.

g. 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 the Union representative involved.

### 2. Step One

a. In the event the matter is not resolved informally, the grievant or the Union may submit the grievance in writing to the office or individual designated by the Department.

b. A grievance meeting shall be scheduled within ten (10) days of the

filing of the grievance unless the parties mutually agree otherwise.

c. A written decision will be rendered by management within ten (10) days of the grievance meeting.

### 3. Step Two

a. If the grievant or the Union is not satisfied with the Step One disposition, the grievance may be appealed to the Department Head or designee. The appeal shall be accompanied by the decision at the preceding levels and any written record from the earlier proceeding. The appeal must be filed within ten (10) days from receipt of the step one decision or sixty (60) days after the step one decision was due.

b. The Union will specify whether the step two proceeding will be a meeting or a hearing. If the Union requests a hearing, a hearing officer appointed by management will preside. Both parties will be permitted to introduce testimony and exhibits. Either party may make a verbatim record of the hearing. The party making the record will bear the expense. However, if both parties want a copy of the transcript, the cost of the transcript and the reporter shall be shared equally between the parties.

c. The Step Two meeting or hearing will be scheduled within ten (10) days of the receipt of the appeal of the Step One decision. A written decision will be rendered by management within twenty (20) days of the grievance meeting or hearing.

### 4. 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 B.1.a 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.



information requests. However, if the parties are unable to reach an agreement on the information to be provided, a dispute may be referred to arbitration. If after submission to OER the dispute is not resolved, the resolution of the dispute is an administrative or arbitration.

If a grievance affects more than one employee, the Union may file the grievance at the level of supervision common to the affected employees.

If a grievance affects employees in two or more departments, the Union may submit the grievance directly to the Governor's Office. The grievance will be processed as a step two grievance.

If multiple grievances concerning the same matter are filed by an employee, the option of the State to consolidate such grievances shall be exercised, once provided the time limitations expressed in the grievance shall remain unaffected and the union shall be notified.

A grievance may be initiated at or moved to any step of the procedure by mutual agreement of the parties. Consent to proceed will not be withheld unreasonably.

The Union may request to amend the grievance during the initial step. By mutual agreement the Union may amend the grievance. 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 the issues.

The time for response by management within the prescribed time shall not be extended by mutual agreement, should be final.

If a grievance is processed through the grievance procedure, the State's decision is not final. If the prescribed time, such grievance will be processed. There shall be no further appeal or review.

Members of resource people shall be allowed to attend a meeting. The parties will schedule resource people to attend the hearing. At the meeting or hearing the Union will be represented by the grievant, witnesses and resource people. The grievant will proceed to present its responses to the Union's grievance.

The grievant will be given a copy of the final disposition of all grievances. The disposition of the State at each step shall be provided to the grievant.

the grievant and to the Union representative involved.

5. 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.

6. 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.

7. A claim of improper and unjust discipline against an employee shall be processed in accordance with Article 5 of this Agreement.

8. 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.

9. 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 contractual 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.

10. A "B.I.b." grievance may be processed through step two of the grievance procedure, but may not be submitted to arbitration.

11. 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.

12. If a grievance is appealed to the second step and the Department Head or designee determines that a resolution of the grievance is not within the authority of the department, the grievance will be forwarded to the Governor's Office of Employee Relations for disposition in accordance with Step Two of this procedure. If the grievance involved a non-contractual matter as defined in B.I.b. the decision of OER shall be final.

13. All grievances must be submitted on the attached grievance form. The form must be completely filled out by the grievant and/or Union. In the event that a grievance form is unavailable the grievance will be in writing and set forth the following information: (a) the names, titles and department of affected employees; (b) the date of occurrence; (c) a brief description of what gave rise to the grievance; and (d) the remedy sought. Grievance forms will be made available to the grievant.



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.

#### **H. Arbitration**

1. Within thirty (30) days of receipt of the final notice of discipline or the JUMP determination as set forth in G.10, the Union may appeal the disciplinary matter to arbitration by submitting a written request for arbitration to the Governor's Office of Employee Relations.

2. Arbitration hearings will be conducted in accordance with the procedures set forth in Article 4, except as otherwise provided in this Article.

3. The arbitrator shall determine whether discipline was imposed for just cause, and if so whether the penalty is appropriate. If the arbitrator determines that discipline was imposed without just cause, the arbitrator shall have the power to (a) reinstate the employee to his or her position, (b) award back pay and (c) restore all seniority the employee would have earned had the

employee not been improperly disciplined.

4. The decision of the arbitrator will be final and binding.

5. The fees and expenses of the arbitrator shall be divided equally between the parties. Either party may make a verbatim record through a certified transcriber. Such record is to be made at the requesting party's expense. However, if both parties want a copy of the transcript, the cost of the transcript and the reporter shall be shared equally between the parties. Any other cost of this proceeding shall be borne by the party incurring the cost.

6. 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 sixty (60) days after the arbitrator accepts the case.

#### **I. Information**

1. 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. Management shall provide the requested information within seven (7) days from receipt of the request, but no later than 72 hours prior to the meeting or hearing.

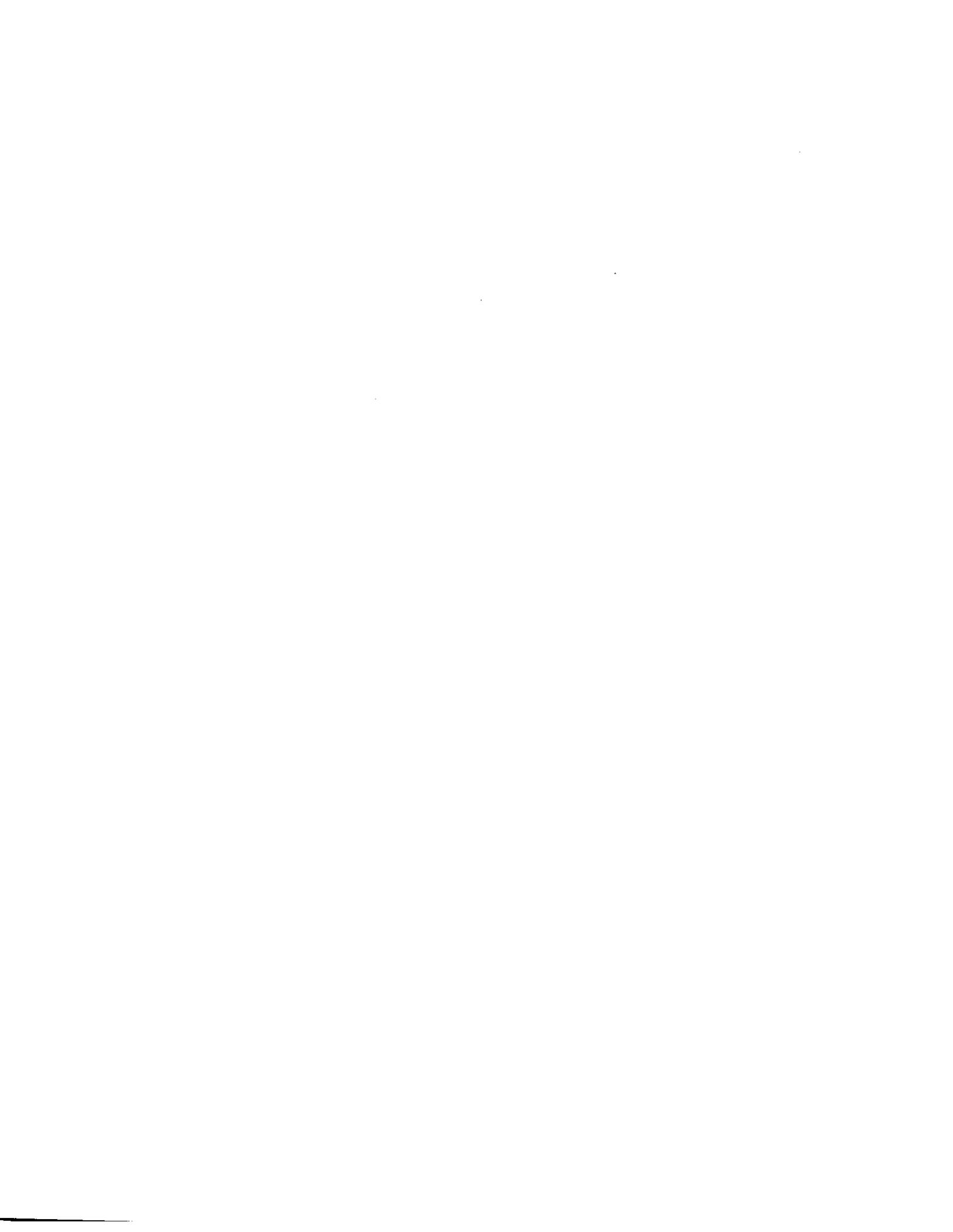
2. The parties shall make a good faith effort to informally resolve disputes, which arise as to information requests. However, if the parties are unable to agree upon the nature of the information to be provided, a dispute may be submitted to the OER for resolution. If after submission to OER the dispute is not resolved, the parties may seek resolution of the dispute in an administrative or judicial forum or through arbitration.

#### **J. Discipline Procedures for Provisional Employees and Unclassified Employees with Less Than Four Years of Service**

1. The following is the disciplinary appeal procedure for unclassified employees not covered by a statutory discipline procedure who have more than six (6) months but less than four (4) years of consecutive State service and provisional employees who have been employed in such capacity for a minimum of six (6) months.

a. At her or his request, the employee may be represented by a Steward, or a non-State employee representative of the Union.

b. Employees who are subject to discipline, other than dismissal from service, as detailed below, are entitled to utilize the provisions of this Article through the departmental/agency review level, the decision at which shall be final.



the time stated here or, if later, within a reasonable time after enactment of the appropriation.

1.a. July 1, 2004, each employee covered by this agreement shall be entitled to a two and nine tenths (2.9%) percent across-the-board increase applied to the employee's current base salary.

b. July 1, 2005, each employee covered by this agreement shall be entitled to a two (2%) percent across-the-board increase applied to the employee's current base salary.

c. January 1, 2006, each employee covered by this agreement shall be entitled to a two (2%) percent across-the-board increase applied to the employee's current base salary.

d. July 1, 2006, each employee covered by this agreement shall be entitled to a two and twenty-five hundredths (2.25%) percent across-the-board increase applied to the employee's current base salary.

e. January 1, 2007, each employee covered by this agreement shall be entitled to a two and thirty-five hundredths (2.35%) percent across-the-board increase applied to the employee's current base salary.

2.a. For ten (10) month employees, the foregoing increases that are effective July 1 of 2004, 2005, and 2006 for twelve (12) month employees, shall be applied to the base salary of ten (10) month employees effective September 1, 2004, September 1, 2005, and September 1, 2006.

b. For ten (10) month employees, the foregoing increases that are effective on or about January 1, 2006, and January 1, 2007 for twelve (12) month employees, shall be applied to the base salary of ten (10) month employees on or about February 1, 2006, and February 1, 2007.

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.

6. Effective July 1, 2006, employees who have been at the ninth step of the same range for 24 months or longer shall be eligible for movement to the tenth step providing their performance warrants this salary adjustment.

#### **B. Clothing Maintenance Allowance**

1. The clothing maintenance allowance shall be paid to all 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 2002-2003 and to all titles listed in Side Letter #3.

2.a. Each full-time employee who while serving in a covered 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, 2003, or on or before July 1 of any subsequent year, shall receive an annual cash clothing maintenance allowance of \$550 in FY'04, \$600 in FY'05, \$625 in FY'06, and \$650 in FY'07.

b. Each eligible full-time employee who will have completed six (6) months of service on or before July 1, 2003 or on or before July 1 of any subsequent year shall receive an annual cash clothing maintenance allowance of \$275 in FY'04, \$300 in FY'05, \$312.50 in FY'06 and \$325 in FY'07.

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 (17.5) 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 (1/2) of the normal clothing allowance. One full year of service for employees in ten (10) month titles means ten (10) months of service between July 1 and July 30.

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 dollar amount of 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, 2007.

#### **C. 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 document.

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 consistent with the amount allowable by law.

#### **D. Special Training**

The State will join with the Union to provide a special training program,



the job classification, provide an opportunity for the Union to present its views, and present its position to the Union as provided in the Merit System Rules and Regulations, in writing if requested.

### C. Implementation

Implementation of any changes resulting from reclassification or reevaluation shall be made consistent with normal procedures and availability of funds.

## ARTICLE 8

### 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 workdays.

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 and Lunch Period

1. The work schedule shall provide for a fifteen (15) minute rest period during each one-half (1/2) shift.

2. For the purpose of this provision a shift shall constitute the employee's normally scheduled workday. 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 workday. There shall be a minimum of one-half (1/2) hour provided for the lunch period. This is not intended to suggest that existing lunch periods of longer than one-half (1/2) hour must be changed.

#### C. Overtime

1. The State will not change hours of work to avoid paying overtime.

2. Employees covered by this Agreement will be compensated at the rate of time and one-half (1-1/2) 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.

3. 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.

4. 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.

5. 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 (1-1/2) in addition to the holiday credit.

6. "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.

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

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

9. 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.

10. 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.

11. 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. The assignment of "on-call" or "stand-by" time shall be equitably distributed among the employees concerned.

12. 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.

13. 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.

14. 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.

15. An employee who is assigned non-scheduled overtime in excess of fifteen (15) minutes will be guaranteed a minimum of one (1) hour's work and will be assigned overtime thereafter in one-half (1/2) hour increments. An employee who is called in for non-scheduled overtime shall be guaranteed a minimum of two (2) hours 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.

16. 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.

17. 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 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.

3. When an employee is late for work due to dependent care problems, 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 initiate disciplinary action if the employee continues to come in late for work.

#### **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 9**

#### **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 10

##### 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, Department of Personnel shall establish the next appropriate pay period as the new anniversary date.

#### ARTICLE 11

##### 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 management 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 12

##### 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 leave 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 13

##### 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.

6. When there are vacancies available on the day shift, which could be filled through lateral transfers from workers on the evening or night shift, such vacancies will be posted so that evening and night shift workers can apply for such lateral transfers.

#### **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 14 JOB VACANCY ANNOUNCEMENTS FOR UNCLASSIFIED EMPLOYEES**

A. In situations where a vacancy in a specific job classification series arises, job vacancy announcements should be posted in order to inform unit employees serving in appropriate titles of a promotional possibility. Such job vacancy announcement shall be prominently posted within an organizational scope as determined by management for five (5) days. The announcement shall include a description of the job, any required qualifications, the location of the vacancy, the salary range, the hours of work and the procedure to be followed by employees interested in making an application.

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

C. It is understood that the job vacancy announcement process described above shall not hinder the appointing authority in filling the vacancy at the earliest time and is for informational purposes only.

### **ARTICLE 15**

#### **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 16**

#### **PERFORMANCE EVALUATION SYSTEM**

Effective October 1, 2003, the parties agree to implement the following revised system. The parties need to discuss the implementation date of the new system and the mechanics of the changeover. In addition, the parties will jointly petition the Department of Personnel for the appropriate regulations to implement this procedure.

##### **1.A. General Provisions**

1. The Performance Evaluation System (PES) will apply to all employees covered by this agreement except those set forth in Section 2.

2. At least a mid-year and an annual performance evaluation system meeting will be conducted.

3. When there is a change either in job assignment or supervisor during the evaluation period, the old performance plan shall be closed out. The employee's performance during the portion of the rating period under the old performance plan shall be rated and a new performance plan shall be prepared. The final rating shall be a proration of all ratings received during the review period.

4. When there is a change in job title during the evaluation period, the former supervisor shall assign a final rating for the former performance plan and title. A performance plan for the new title shall be developed.

5. The PES will consist of a two (2) tier rating system: satisfactory or unsatisfactory. PES ratings will be used as a factor in layoffs in accordance with Title I A:1-1 et seq. PES ratings will be factors in promotions. For purposes of promotion a satisfactory rating will be accorded one point and an unsatisfactory will be accorded zero points. Employees whose performance is rated unsatisfactory will not be granted a normal merit increment. Employees who are eligible and whose performance is "satisfactory" shall be granted a normal merit increment. The PES will not be used in lieu of discipline. The employee, Union or State can use the PES in a disciplinary proceeding, as evidence.

6. It is understood that workload should be a relevant consideration in determining an employee's overall performance evaluation.

##### **B. The PES Form**

1. The PES form will contain sections for the employee's goals and



comments. The form will also contain sections for standards for satisfactory performance.

2. The PES form may be modified by the State upon sixty (60) days' notice to the Union, provided that the modifications do not conflict with the provisions of this Article. The Union may submit comments concerning the modifications within forty-five (45) days of receipt of the proposed modifications. Prior to issuing the modified form, the State will consider comments timely submitted by the Union.

#### **C. Performance Evaluation System Meeting**

1. At least twice a year, with a six (6) month interval between meetings, an immediate supervisor will hold a PES meeting with an employee.

2. The supervisor will provide the PES form to the employee ten (10) days prior to the meeting.

3. At the mid-year PES meeting, the supervisor and the employee will discuss the employee's performance based upon the standards for satisfactory performance contained on the PES form prepared the previous meeting. Performance expectations may be modified during the mid-year meeting. The form will be signed by the supervisor and the employee, and a copy of the form will be immediately provided to the employee. A copy of the form will be placed in the employee's personnel file and provided to the employee's supervisor.

4. At the final PES meeting, the supervisor and the employee will discuss whether the employee met the previous year's standards for satisfactory performance and will mutually formulate standards for satisfactory performance for the upcoming year.

5. Following the PES meeting, the supervisor and the employee will complete and sign the appropriate section of the PES form and the form will be immediately provided to the employee. The form will be placed in the employee's personnel file and provided to the employee's supervisor.

#### **D. Unsatisfactory Rating**

1. a. Where the performance of an employee is unsatisfactory, 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 satisfactory level of performance.

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

2. Where a normal merit increment has not been earned due to an unsatisfactory rating and the performance of the employee improves to the point that warrants granting of the normal merit increment, such increment may be granted effective on any payroll period following ninety (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. Employee Signature**

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

#### **F. PES Appeal Procedures**

1. An employee who believes that the contents of a PES form does not properly assess the employee's work or contain appropriate performance expectations, may request a meeting at the level of management above the employee's immediate supervisor.

2. A meeting will be held at which the employee may make known his/her concerns.

3. An employee or the employee's designated Union representative may appeal an unsatisfactory rating to arbitration in accordance with the provisions of Article 4.

#### **G. New Employees**

New employees shall receive a performance plan within a reasonable time after appointment. The supervisor shall prepare a performance plan when a new employee is hired that shall identify the job assignment, include the essential criteria for successful job performance and emphasize training and development.

The standards and procedures for working test periods are governed by DOP regulations.

2. Sections A through B below shall apply only to employees in the unclassified service in the State Colleges/Universities covered by this Agreement.

A. The performance evaluation systems for unclassified employees in the State Colleges/Universities 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 college/university changes its system, the employees affected will be given reasonable notice to prevent any hardship and the college/university will either adopt the system described in this Article under Section 1 A, through G, 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 college/university policies are pursued to Step Three, Arbitration, the award of the arbitrator shall be advisory and non-binding.

### **ARTICLE 17**

#### **HOLIDAYS AND PERSONAL PREFERENCE DAYS**

##### **A. Holidays**

1. The official paid holidays that are recognized holidays for the purposes



of this Agreement are as follows:

New Year's Day  
Martin Luther King's Birthday  
(3rd Monday in January)  
Lincoln's Birthday  
Washington's Birthday  
(3rd Monday in February)  
Good Friday  
Memorial Day  
(Last Monday in May)

Independence Day  
Labor Day  
Columbus Day  
(2nd Monday in October)  
Election Day  
Veteran's Day  
(November 11)  
Thanksgiving Day  
Christmas Day

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 statutory 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 18**

### **SPECIAL TIME OFF**

#### **A. Emergency or Special Observations**

1. 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.

2. Every employee designated as essential will receive notice of such designation each year. Notice of such designations will also be provided to the Union.

3. Employees who are designed essential will receive a sticker for their ID card, identifying them as essential.

#### **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**

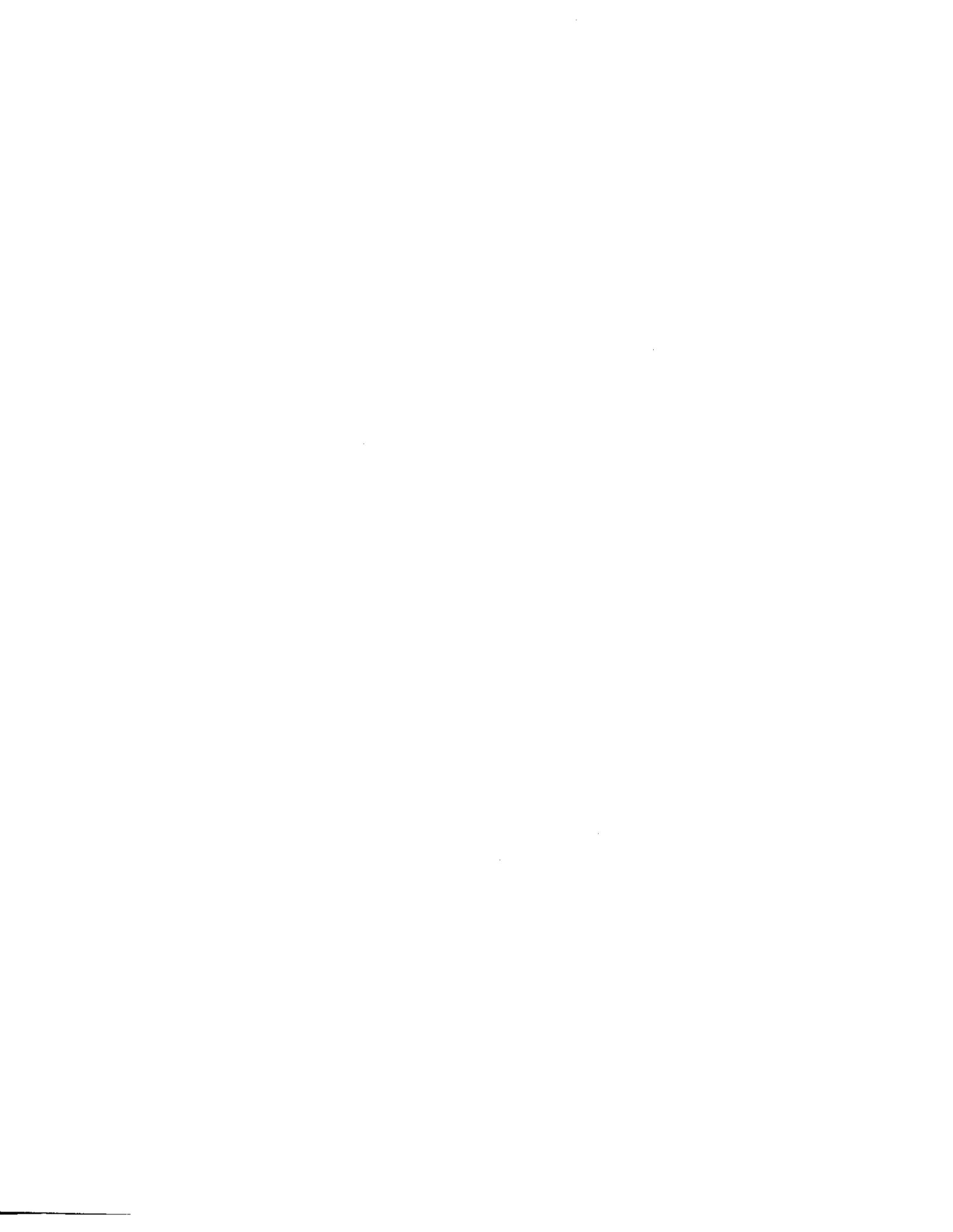
The release of employees by executive order or otherwise from the workplace due to inclement weather shall not result in a loss of earning for the hours of release time, however employees on leave at the time shall not have their leave credit adjusted.

## **ARTICLE 19**

### **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.

Effective July 1, 2004, PERS employee contribution will increase from 3% to 5%. 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 20

### 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. Except as otherwise provided below, such employees will have the option on the open enrollment dates of selecting one of the following plans: Traditional Indemnity, Managed Care/Point of Service (NJ PLUS), or an HMO approved by the State Health Benefits Commission.
2. The Managed Care/Point of Service Plan (NJ PLUS) shall remain without any premium cost to eligible employees and their eligible dependents during the term of this Agreement.
3. Effective July 1, 2003, new hires are not eligible for enrollment in the Traditional Plan.
4. Employees hired prior to July 1, 2003, 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.
5. Effective July 1, 2003, 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.
6. Coordination of Benefits:  
If a husband and wife are both eligible for coverage under the State Health Benefit Program as employees:
  - a. Each may elect single coverage in any participating health plan, provided that he or she is not covered under a health plan as a dependent of his or her spouse.
  - b. Each qualified dependent is eligible for coverage under one parent only.
7. Effective July 1, 2004, Traditional Plan Deductibles will increase from \$100.00 to \$250.00.
8. Effective July 1, 2004, HMO/NJ PLUS Co-payments for Primary & Specialist increase from \$5.00 to \$10.00.
9. 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.
10. 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.

2. Effective July 1, 2004, retail Prescription Drug co-payments increase to \$10.00 for brand name and \$3.00 for generic drugs; mail-order co-payments to increase to \$15.00 for brand name and \$5.00 for generic drugs.

#### C. Dental Care Plan

1. Full-time employees and eligible dependents shall be eligible for the State-administered Dental Care Program.
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 authorizes 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 coverage under the Eye Care Program 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. Effective July 1, 2005, the eyeglass benefit will increase by \$5.00 pursuant to the current biannual formula.
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 examinations and one payment for glasses during each of the 24-month period beginning July 1, 2003. Proper affidavit and submission of receipts are required of the employee in order to receive payment.



#### **E. Intermittent Employee Health Benefits**

1. An Intermittent employee who worked 750 hours or more in FY '03 or who works at least 750 hours in FY '04, will be eligible for enrollment in NJ PLUS and the prescription drug program effective July 1, 2004.

2. An employee who qualifies for enrollment in NJ PLUS and the prescription drug program effective July 1, 2004, shall receive benefits for the period July 1, 2004 to December 31, 2005, including periods during which the employee is furloughed.

3. To qualify for continued coverage in calendar year 2006 and in subsequent calendar years, an employee must work at least 750 hours in FY '05 and each subsequent fiscal year.

4. An employee who fails to work at least 750 hours in a fiscal year shall be ineligible for continued coverage on January 1 of the next calendar year.

5. An employee who fails to qualify for continued coverage will re-qualify for coverage once the employee works 750 hours.

6. An employee who does not qualify for coverage effective July 1, 2004, will qualify for coverage effective January 1, following any fiscal year in which the employee works at least 750 hours. Upon qualification for coverage, the employee will receive benefits for the entire calendar year, including periods during which the employee is furloughed.

#### **F. Benefits Levels and Continuation of Coverage**

There will be no reduction in benefits or increases in coinsurance, co-payments or deductibles paid by employees participating in the (a) Traditional Indemnity Plan, NJ PLUS or an HMO, (b) Prescription Drug Plan, (c) Dental Care Plan, or (d) Eye Care Program, absent mutual agreement between the State and the Union during the term of this agreement.

### **ARTICLE 21**

#### **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, 2007 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, 2007 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 22**

#### **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 (1/2) day of administrative leave after each full calendar month of employment to a maximum



of three (3) days during the remainder of the calendar year in which he is employed.

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 (a) emergencies (b) observation of religious or other days of celebration but not holidays, (c) personal business, (d) 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 (1/2) 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 maternity 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 therefore.



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. The State will comply with all requirements of the Federal Family Medical Leave Act (FMLA) in administering this Article and will notify all employees covered by this Agreement of their rights under FMLA.

3. 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. Sick leave may also be used for the attendance of the employee upon a member of the immediate family who is seriously ill in accordance with the New Jersey Family Leave Act and the FMLA.

4. 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 the basis and in accordance with established State policy. Such leave not utilized shall be accumulated.

5. 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. If the duration of the absence exceeds two (2) days it will be necessary to report on every third day. 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.

6. 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 totaling 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.



7. 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.

#### 8. 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.

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

10. 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 workday 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 an 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.

#### 11. 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 (1/2) 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 leaves 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 earned vacation in excess of a one (1) year allowance as of October 1, the employee will meet with his supervisor to schedule such vacation time as may not be carried into the succeeding calendar year 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 Administrative and Clerical Services Unit covered by this Agreement.

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 23**

#### **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 24**

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

#### **B. Leaves of Absence Without Pay for Employees in Full-Time Union Positions**

##### **1. Leaves for Six (6) Months or More**

Upon request of the Union, OER will approve an unpaid leave of absence for an employee elected or appointed to a full-time position with the Union. The leave of absence will continue for the duration of the employee's term in office or appointment or until the Union requests to terminate the leave.

##### **2. Leaves for Less than Six (6) Months**

The Union may request a leave of absence for an employee appointed or elected to a full time position with the Union for less than six (6) months. Such requests will not be unreasonably denied. Requests to extend leaves of six (6) months or less will not be unreasonably denied.

#### **C. Pension Contributions**

While on leave pursuant to section B of this Article, an employee may make contributions to the appropriate State pension system and will receive service credit for the time the employee is on unpaid leave.

#### **D. Right to Return to Previously Held Title**

An employee on leave pursuant to section B of this Article, will have the right to return to his or her previously held title in the department in which the employee was employed immediately prior to the leave. The State will be notified of such return, ten (10) days in advance.

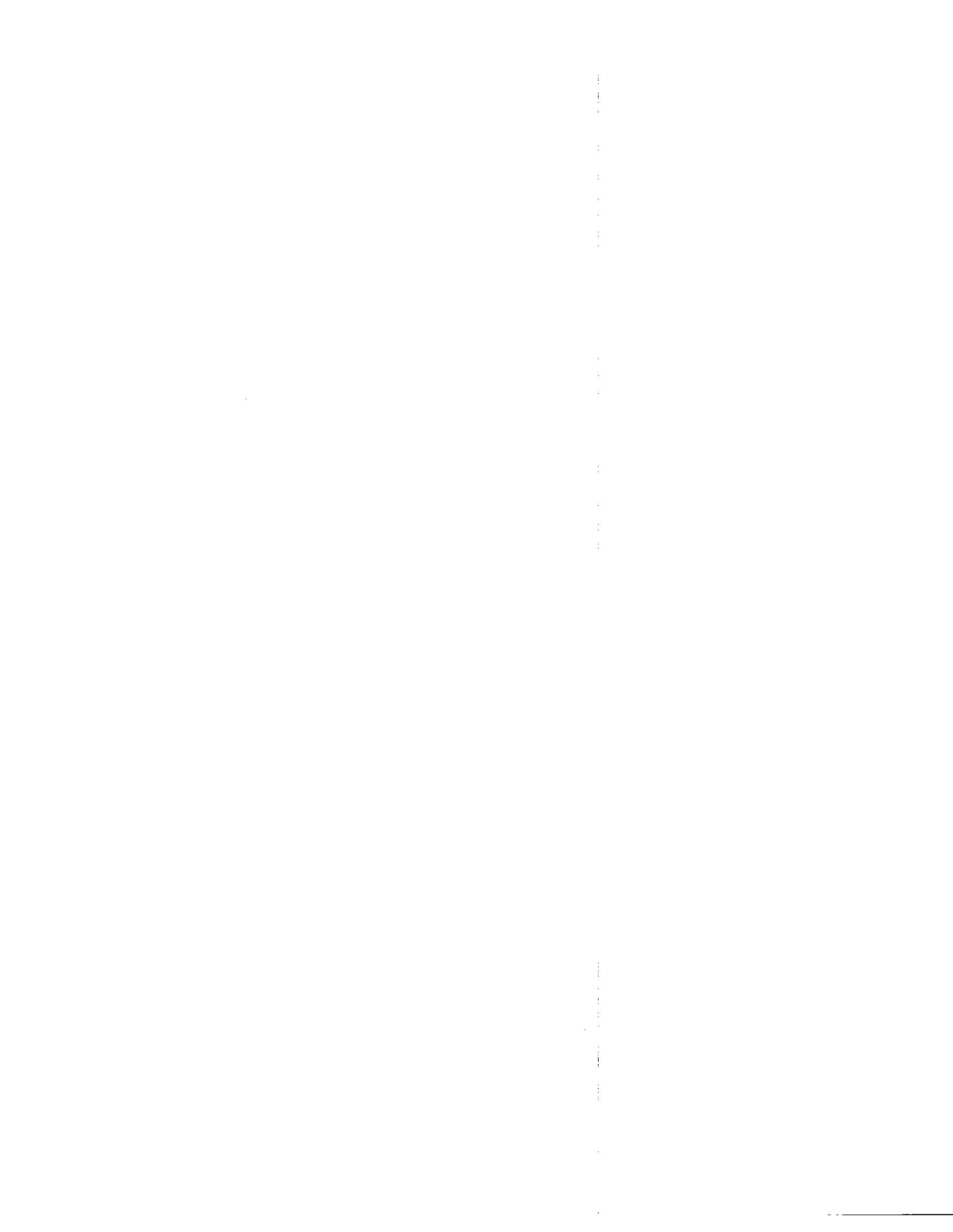
### **ARTICLE 25**

#### **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. 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 are made and approved at least one (1) week in advance of the proposed date of use and that liability for the damages, care and maintenance, and any costs which are attendant thereto are borne by the Union. Employees may attend such meetings only during off duty hours. 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 785 days of such leave of absence may be used during each year of the agreement. After the contract is ratified, all stewards receive one paid day to attend training sessions on new contract language under the union leave provided above.

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. Applications for the use of such leave on behalf of designees of the Union shall be made in writing or orally ten (10) days in advance or lesser period if appropriate by the Local President or other duly authorized representative to the Office of Employee Relations.

3. Leaves will be granted individuals authorized by the Local President, subject to the limitations set forth above. Authorized leaves granted to an individual shall not exceed a maximum of twenty (20) days in a year and seven (7) days of paid leave for any single activity except where special approval of an exception may be granted by the State. Approval for such leave shall not be unreasonably withheld.

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 785 days of such leave of absence without pay may be used during the period July 1, 2003 to June 30, 2004; and 785 days during the year July 1, 2004 to June 30, 2005; and 785 days during the period July 1, 2005 through June 30, 2006, and 785 days during the period of July 1, 2006 through June 30, 2007.

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**

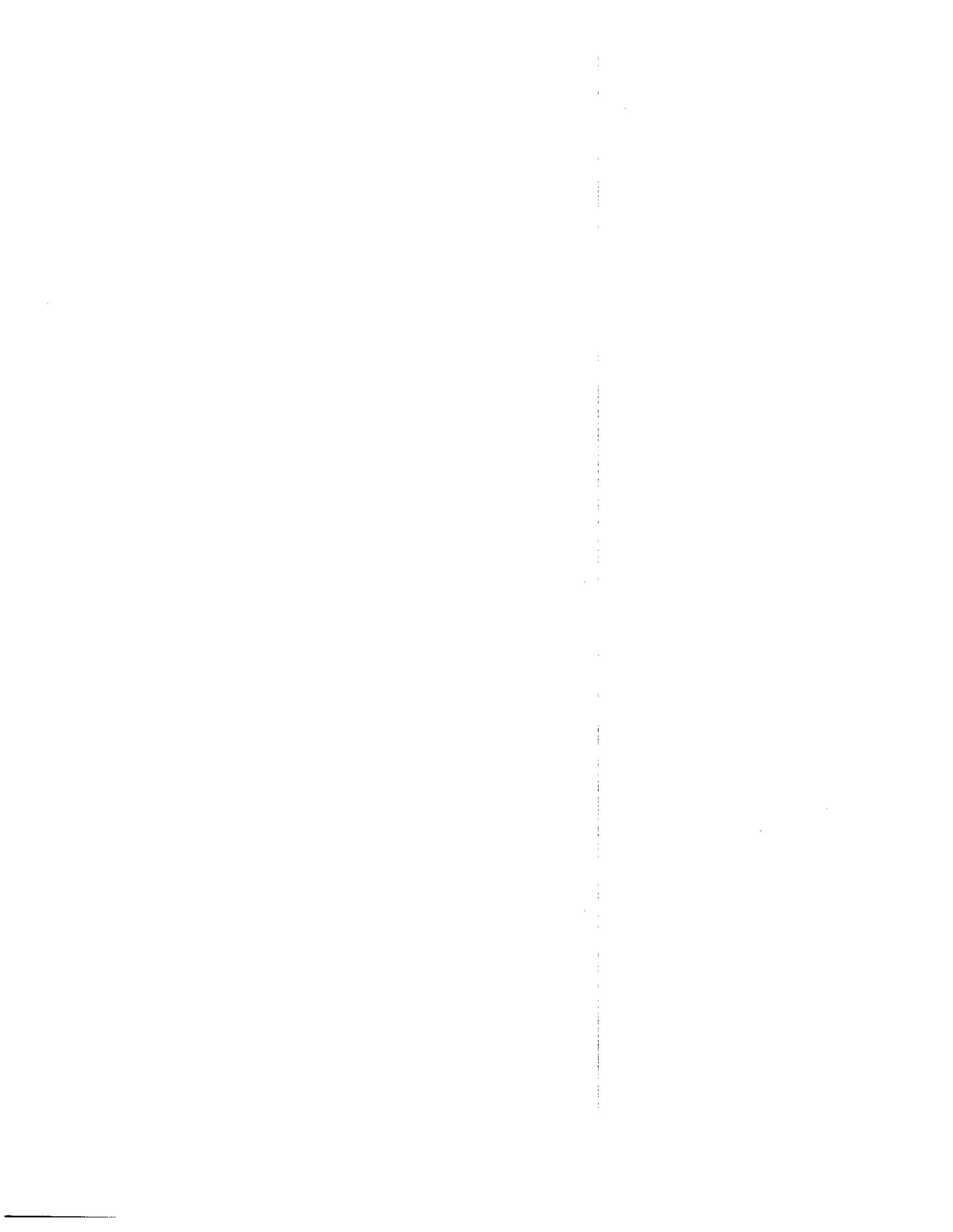
1. In central locations and in work areas where there are large numbers of employees covered by this Agreement, the State will make space available on existing bulletin boards which space will be for the exclusive use of the Union. The space provided on each bulletin board will minimally approximate 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. 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.

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.



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 employee's 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.

2. 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.

#### ARTICLE 26

##### 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 PES 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 PES, and a reasonable time provided for response.

#### ARTICLE 27

##### SENIORITY

###### 1. 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.

###### 2. 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 accumable 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 accumable 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 28 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.

### 3. 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 assign ability 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 28

### 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 projections 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 29

### 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 30**

**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 4.

**ARTICLE 31**

**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 32**

### **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. Each department and agency of the State will appoint a health and safety coordinator who will have the power to investigate employee health and safety complaints, and who shall have the authority to recommend to the Commissioner or his/her designee the issuance of stop work orders when there is an imminent threat to employee safety or health. The Commissioner or his/her designee shall act on the recommendation within a reasonable period of time. Health and safety coordinators will report directly to department or agency heads or their designees. The Union will be provided with the names of all health and safety coordinators.

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 statewide 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) workdays 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. This program shall expire on June 30, 2007 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 projections, 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.

#### **H. VIDEO DISPLAY TERMINAL OPERATORS**

1. 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 20, Section D.

2. 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 4, B.1.b., of the Grievance Procedure.

### **ARTICLE 33**

#### **CLAIMS ADJUSTMENT**

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

### **ARTICLE 34**

#### **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 35**

#### **EMERGENCY WORK**

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. Supervisors exclusively in the Department of Transportation's Trenton Emergency Control Center during all emergency situations, including winter weather conditions. The rate of \$43.23 per hour is authorized and known as Emergency Rate Code 7.

2. Employees who are engaged in manual or unskilled work as by use of shovels, picks, axes, choppers, etc., the rate of \$21.68 per hour is authorized and known as Emergency Rate Code 6.

3. Employees who perform semi-skilled work including the operation of mechanized equipment such as trucks, plows, light-graders, back-hoes, etc., a rate of \$27.76 per hour is authorized and known as Emergency Rate Code 5.

4. 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 \$33.74 per hour is authorized and known as Emergency Rate Code 4.

5. Employees who supervise skilled workers or mixed teams of skilled, semi-skilled and/or unskilled employees, the rate of \$36.84 per hour is authorized and known as Emergency Rate Code 3.

6. Supervisors who are in charge of a local area or district emergency operations, the rate of \$42.62 per hour is authorized and known as Emergency Rate Code 2.

7. 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 \$49.37 per hour is authorized and known as Emergency Rate Code 1.

8. Employees who supervise and/or assist in the supervision of sectional or area crews will have an hourly rate of \$39.57 per hour and such work shall be known as Code Rate C.

9. 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 \$35.93 per hour and such work shall be known as Code Rate D.

10. 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 \$33.70 per hour and such work shall be known as Code Rate E.

C. The emergency rates described in B.1-10 above, shall be adjusted by the

across-the-board increases noted in Article 6.

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 36

##### 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 37

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 4, Section A.2. except for the provisions below that are underlined which are grievable under Article 4, 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 38**

**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 the Union within a reasonable period of time after the agreement has been executed and the Union shall be responsible for distribution of the contracts to employees in the unit. 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 39**

**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 40**

**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 41**

**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.

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

**ARTICLE 42**

**NOTICES**

For the purpose of giving notice as provided herein, 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, 134 Franklin Corner Road, Suite 201, Lawrenceville, New Jersey 08648-2527.

**ARTICLE 43**

**TERM OF AGREEMENT AND NEGOTIATIONS PROCEDURE**

**A. Term of Agreement**

1. This Agreement shall become effective on the date when the Union presents written certification of proper ratification to the State and shall remain in full force and effect until June 30, 2007. The certification shall be effective if delivered to the State within thirty (30) days of the signing of the Agreement.

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, 2006 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, 2007, subject to the provisions 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 9<sup>TH</sup> day of February, 2004.

FOR THE STATE OF NEW JERSEY:

*[Signature]* 12/1/04

FOR THE COMMUNICATIONS WORKERS OF AMERICA/  
ADMINISTRATIVE & CLERICAL SERVICES UNIT:

*Robert W. Purcell*  
*Jim Marketti*  
*Charles P. Kelly*  
*Joseph Palumbo*

*Lawrence C. Stadel*  
*John Rose*  
*Betty Rosester*



### MEMORANDUM OF UNDERSTANDING 1

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 2

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 a B.1.b. (non-contractual) grievance and shall not be eligible for Step Three arbitration.

### APPENDIX 1

#### 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, that employee may elect to take courses under that study program either at the State College where the employee works, or at another State College if such course is available there. Courses taken at another State College are subject to the same contractual requirements as the courses taken at the College where the employee works.



**APPENDIX 2**

**UNIT ELIGIBILITY FOR INTERMITTENT EMPLOYEES PERFORMING ADMINISTRATIVE AND CLERICAL WORK, PROFESSIONAL WORK, OR PRIMARY LEVEL SUPERVISORY WORK**

**A. Employees Voting in the Election**

Intermittent employees shall be in the unit if the employee works at least the stipulated number of hours during each payroll quarter within the calendar year. An employee must work 208 hours during the payroll quarters beginning nearest January 1 and July 1 and 242 hours during the payroll quarters beginning nearest April 1 and October 1.

1. If an employee fails to work the required hours within a calendar year quarter, that employee shall be removed from the unit at the beginning the next quarter, unless the provisions of C are applicable.

2. An employee removed from the unit due to not meeting the quarterly hours requirement, shall be reinstated to the unit by working 69 hours during a period consisting of two consecutive biweekly pay periods and continuing to work 69 hours in each subsequent two biweekly payroll periods until the next quarter begins. The employee would be readmitted into the unit the first biweekly pay period subsequent to qualifying as above. When the employee reenters the quarterly rotation, the employee shall be expected to continue to work the required hours to remain in the unit.

**B. New Employees**

1. New employees shall enter the unit after having worked 208 hours during six consecutive pay periods and must continue to work at least 69 hours for each subsequent two biweekly payroll periods preceding the start of a calendar year quarter.

2. After entering the quarterly calendar cycle, employees must work the required hours a quarter.

3. Failure to work the required hours a quarter would trigger the provision outlined in A.1. and 2., unless the provisions of C are applicable.

**C. Furloughed Employees**

1. Employees who were in the unit but were furloughed due to operational requirements shall automatically be placed back in the unit upon their return from furlough.

2. Such employees would be expected to work 69 hours for each two consecutive biweekly pay periods during the time an employee works prior to the start of a quarterly cycle.

3. The employee must continue to work the required hours a calendar year quarter to continue in the unit.

4. Employees who work less than the required hours a calendar year quarter would trigger the provision outlined in A.1. and 2.

5. The period of furlough shall be removed from the computation of hours worked in any period and the requirement prorated. As an example -- if an

employee is furloughed during a calendar quarter the required hours for the quarter would be reduced by 35 hours for each biweekly pay period the employee is furloughed.



**APPENDIX 3**  
**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 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 6, Section B, Clothing Maintenance Allowance, (with the exception of the requirement of receiving the clothing maintenance allowance in fiscal year 2002/2003), shall be entitled to receive a clothing allowance as contractually set forth in the above mentioned article effective in fiscal year 2003/2004. These titles shall be added to the list of titles already eligible to receive the clothing maintenance allowance:

- 1) Prof. Serv. Spec. 2 Facilities (P-81270)
- 2) Prof. Serv. Spec. 3 Computer (P-81258)
- 3) Prof. Serv. Spec. 4 Computer (P-81254)
- 4) Prof. Serv. Spec. 4 Facilities (P-81256)
- 5) Computer Operator 1, HE (A-533041)
- 6) Computer Operator 1, OIT (A-53304C)
- 7) Computer Operator 2, HE (A-533031)
- 8) Computer Operator 2, OIT (A-53303C)
- 9) Computer Operator 3, HE (A-533021)
- 10) Computer Operator 3, OIT (A-53302C)
- 11) Technical Oper. Analyst CATV (P-15301)

- 12) Area Supervisor Bridge Operations (S-40355)
- 13) Supervisor Supply Support Oper. (S-43875)
- 14) Principal Engineer Mechanical (R-16894)
- 15) Senior Engineer Mechanical (P-16893)
- 16) Head Microfilm Machine Operator (R-22025)
- 17) Head Vault Clerk (S-20625)
- 18) Supervisor Motor Carrier Inspec. & Inv. (S-13336)
- 19) Asst. Supervisor Fingerprint Tech. Unit (R-45014)
- 20) Supervisor Fingerprint Tech. Unit (S-45015)
- 21) Field Investigator Institutionalized Elderly (P-60276)
- 22) Field Investigator, Nursing Care Institut. Elderly (P-60280)
- 23) Chemist Trainee (P-01550)
- 24) Principal Environmental Technician (R-59976)
- 25) Principal Environmental Technician, Water Resources (R-59976D)
- 26) Interpretive Spec. 4 (R-54399)
- 27) Resource Interpretive Spec. 3 (P-54398)
- 28) Resource Interpretive Spec. 2 (P-54405)
- 29) Resource Interpretive Spec. 2, Natural (P-54405C)
- 30) Resource Interpretive Spec. 2, Historic (P-54405D)
- 31) Resource Interpretive Spec. 1 (P-54406)
- 32) Resource Interpretive Spec. 1, Natural (P-54406C)
- 33) Resource Interpretive Spec. 1, Historic (P-54406D)
- 34) Research Scientist 2, Chemistry (P-03165C)
- 35) Public Information Assistant (P-54452)
- 36) Public Information Trainee (P-54450)
- 37) Environmental Engineer Trainee (P-16310)
- 38) Environmental Scientist 1 (R-15874)
- 39) Environmental Scientist 1, Cons. & Environ. Health Srvs. (R-15874F)
- 40) Environmental Scientist 1, Health & Sr. Srvs. (R-15874D)
- 41) Environmental Scientist 1, Water Resources (R-15874C)
- 42) Environmental Scientist 2 (P-15873)
- 43) Environmental Scientist 2, Health & Sr. Srvs. (P-15873H)
- 44) Environmental Scientist 2, Water Resources (P-15873D)
- 45) Environmental Scientist 3 (P-15872)
- 46) Entomologist 1 (R-02474)
- 47) Entomologist 2 (P-02473)
- 48) Supervising Entomologist (S-02475)
- 49) Research Scientist 2, Microbio. (P-03165D)
- 50) Research Scientist 1, Microbio. (P-03166D)
- 51) Safety Coordinator (WSA) (A-no code)
- 52) Supervisor Public Safety Telecom. (R-03865)
- 53) Deaf Blind Specialist (P-62656)



- 54) Teacher 1, JJC & DOC (P-75293)
- 55) Teacher 2, JJC & DOC (P-75294C)
- 56) Teacher 2, 12 mos., JJC & DOC (P-75292) 5
- 57) Teacher 2, 10 mos., JJC & DOC (P-75282) 5
- 58) Teacher 3, 12 mos., JJC & DOC (P-75291) 5
- 59) Senior Instructor Counselor (R-61381)
- 60) Identification Officer (A-45032)
- 61) Senior Identification Officer (A-45033)
- 62) Supervising Clinical Dietician (S-44784)
- 63) Institutional Transportation Supv. (R-43726)

Effective July 1, 2004, 500 additional employees will be eligible for the clothing allowance.

#### 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, 2003 through June 30, 2007. 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 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.

---

5 Only Vocational and Horticultural

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

##### 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 (1/2) 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, 2007 unless the parties mutually agree to an extension.



### **SIDE LETTER OF AGREEMENT #7**

#### **Special Response Unit (SPRU), DYFS**

The State and the Communications Workers of America, AFL-CIO agree that when DYFS workers who are represented by CWA work for the Special Response Unit (SPRU), they continue to be represented by CWA. The parties agree that the status quo concerning selection and policies and procedures will remain unchanged.

### **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, 2007.

### **SIDE LETTER OF AGREEMENT #9**

#### **Dignity**

In order to resolve an outstanding dispute concerning Article 2, 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 2, 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**

#### **Union Rights**

The Union and OER will develop a voucher system to replace current method of tracking the use of paid union leave. The new system will entail the use of numbered vouchers, with each voucher representing one half paid day. Requests for the use of paid union leave days will be made to the department labor relations coordinator at least ten (10) days in advance. Approval for the use of paid union leave days will not be unreasonably withheld. If the labor relations coordinator denies a request for paid union leave, the Union may appeal to OER. The Union will distribute and sign the voucher of the worker attending a union activity and the voucher will be submitted by the worker to the department.

### **SIDE LETTER OF AGREEMENT #12**

#### **Pending PAR Appeals**

The Union agrees to withdraw all pending PAR appeals that do not adversely impact the rights of employees. All appeals that are not withdrawn will be submitted to mediation in accordance with a procedure to be agreed upon by the parties. Appeals that are not resolved through mediation may be submitted to arbitration pursuant Article 4.

### **SIDE LETTER OF AGREEMENT #13**

#### **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 #14**

##### **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, 2007, and which impact on employees in CWA negotiation units. This letter refers to bargaining 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 negotiation 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 thirty (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.

In the event the State seriously considers privatization of a facility or function which could result in the layoff or displacement of bargaining unit employees, the State agrees to give the union reasonable advance notice, but not less than 120 days prior to the awarding a privatization contract to perform the work. Accompanying the notice will be a detailed accounting of all costs under the privatization and a comprehensive cost analysis.

The parties shall mutually select an independent outside auditor to determine whether substantial cost savings will occur if the privatization occurs.

Where the independent auditor determines there is no substantial cost savings, the State will undertake best efforts to ensure there shall be no layoff or adverse economic impact on State employees.

Where there is substantial cost savings, and the State chooses to privatize, the State agrees to use the displaced worker pool in order to lessen the impact of such layoff.



If there is a pending or proposed general layoff, the State shall review existing private contracts for work similar to that of the employees considered for layoff or dislocation. Unless a cost analysis shows substantial cost savings for those existing private contracts, the State will use its best efforts to bring the work performed under the private contract(s) back in house and the State shall use the displaced worker pool to keep workers employed while the State determines whether to bring such work back in house.

Effective July 1, 2003, when privatization is undertaken as a substantial cost savings, the State Auditor or a mutually-selected independent outside auditor will conduct periodic post audit cost analysis to determine whether or not there continues to be substantial cost savings. Where there is not substantial cost savings, the State shall make its best efforts to bring the work back in house.

#### **SIDE LETTER OF AGREEMENT #15**

##### **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 New Jersey Plus.

#### **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**

##### **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 #18**

##### **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 #19**

##### **Task Force on Promotions**

Within 60 days of the ratification of this agreement, the State and the Communications Workers of America, AFL-CIO, will create a task force, including representatives from the Office of Employee Relations, representatives from the CWA and CWA Locals, to review issues about promotions.

By July 1, 2004, the Task Force on Promotions will issue recommendations. The State will review the recommendations of the Task Force.

#### **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**

##### **Essential Employees**

The State and Communications Workers of American AFL-CIO, agree to the following:

CWA and the State of New Jersey shall, no later than September 1, 2003, form a joint committee to review the standard for designating employees as essential.

The committee will issue recommendations no later than November 15, 2003.

By December 1, 2003, OER will review and act upon the committee's recommendations.

If the Union disputes the essential designation of an employee or employees, it may file a non-contractual grievance pursuant to Article 4 of the Agreement.

Based upon the standard adopted by OER, employees and the Unions will be notified of essential employee designations. Essential employees will be given a sticker identifying them as essential.

#### **SIDE LETTER OF AGREEMENT #22**

##### **Special Services Employees**

The State and the Union agree that administrative and clerical special service employees, who meet the eligibility requirements as set forth in Attachment A, shall be eligible to be in the Administrative and Clerical negotiations unit. Such employees shall continue to be in the aforementioned negotiations unit until the time when their employment status is adjusted whereby the Rules and Regulations of the Department of Personnel and/or the provisions of the Contract will prevail. Such adjustment should take place on or about November 1, 1986. Prior to the time of adjustment, Attachment B shall cover which articles of the Contract apply to this group of employees. In addition, Attachment C shall cover vacation, sick leave, administrative leave and holiday pay for these employees.

#### **ATTACHMENT A- #23**

##### **Unit Eligibility for Special Services Employees Performing Administrative and Clerical Work**

###### **A. Employees Voting in the Election**

Employees who were eligible to vote in the election were in positions performing work within the definition of the Administrative and Clerical Services Unit.

Employees who were eligible to vote in the election are automatically in

the Administrative and Clerical Unit. Such employees shall continue to be in the unit if the employee works at least the stipulated number of hours during each payroll quarter within the calendar year. An employee must work 208 hours during the payroll quarters beginning nearest January 1 and July 1 and 242 hours during the payroll quarters beginning nearest April 1 and October 1.

1. If an employee fails to work the required hours within a calendar year quarter, that employee shall be removed from the unit at the beginning of the next quarter, unless the provisions of C are applicable.

2. An employee removed from the unit due to not meeting the quarterly hours requirement, shall be reinstated to the unit by working 69 hours during a period consisting of two consecutive biweekly pay periods and continuing to work 69 hours in each subsequent two bi-weekly payroll periods until the next quarter begins. The employee would be readmitted into the unit the first bi-weekly pay period subsequent to qualifying as above. When the employee reenters the quarterly rotation, the employee shall be expected to work the required hours to remain in the unit.

###### **B. New Employees**

1. New employees shall enter the unit after having worked 208 hours during six consecutive pay periods and must continue to work at least 69 hours for each subsequent two biweekly payroll periods preceding the start of a calendar year quarter.

2. After entering the quarterly calendar cycle, employees must work the required hours a quarter.

3. Failure to work the required hours a quarter would trigger the provision outlined in A.1. and 2., unless the provisions of C are applicable.

###### **C. Furloughed Employees**

1. Employees who were in the unit but were furloughed due to operational requirements shall automatically be placed back in the unit upon their return from furlough.

2. Such employees would be expected to work 69 hours for each two consecutive biweekly pay periods during the time an employee works prior to the start of a quarterly cycle.

3. The employee must continue to work the required hours a calendar year quarter to continue in the unit.

4. Employees who work less than the required hours a calendar year quarter would trigger the provision outlined in A.1. and 2.

5. The period of furlough shall be removed from the computation of hours worked in any period and the requirement prorated. As an example - if an employee is furloughed during a calendar quarter the required hours for the quarter would be reduced by 35 hours for each biweekly pay period the employee is furloughed.



#### **ATTACHMENT B - #24**

The following contractual provisions shall apply to special services administrative and clerical hourly employees:

Preamble  
Recognition of Rights and Definitions  
Policy Agreements  
Grievance Procedure (as modified by Memo of Understanding 2)  
Union Rights and Representatives  
Access to Personnel Files  
Liability Claims Indemnification  
Travel Regulations  
Claims Adjustments  
Unemployment Compensation and Disability  
Presentation of Agreement to Employees  
Effect of Law  
Notices  
Terms of Agreement and Negotiations Procedures

#### **ATTACHMENT C - #25**

Administrative and clerical special services employees who meet the eligibility requirement to be in the Administrative and Clerical Unit shall be covered under the following leave policy when in the unit:

1. Vacation - 1 day (7 hours) of vacation leave credit for each 154 hours of work.
2. Sick Leave - 1 day (7 hours) of sick leave credit for each 154 hours of work.
3. Administrative Leave - One-half (1/2) day (30 hours) of administrative leave for each 154 hours of work to a maximum of 3 days (21 hours) in any calendar year.
4. Holiday Pay - Employees who are in pay status the day before and the next work day after a holiday shall receive pro rata holiday pay based upon the average number of hours worked in a day as calculated in a calendar year quarter as defined in Attachment A.

#### **SIDE LETTER OF AGREEMENT #26**

##### **Exempt Titles**

During negotiations for the July 1, 2003 – June 30, 2007 Agreements, CWA identified exempt titles to be included in CWA negotiations units. The parties agree that certain of the exempt titles identified by CWA in ranges 30 and below, and in ranges 88, 98 and 99, will be included in appropriate CWA negotiations units. To determine the exempt titles to be included in CWA units the following procedure will be used:

a. During the first six months of FY '04, CWA and OER will review the above titles in an effort to reach agreement on the titles to be included in the appropriate CWA negotiations units.

b. If the parties are unable to reach agreement on the titles to be placed in CWA negotiations units, the parties will designate James Mastriani as the Umpire to resolve all disputes relative to said exempt titles.

c. By July 1, 2004, the Umpire shall determine which titles are properly excluded as managerial executive or confidential titles and which titles are properly included in CWA negotiations units. The Umpire's decision shall be final and binding upon the parties and shall not be subject to challenge or appeal in any administrative, judicial or other forum.

#### **SIDE LETTER OF AGREEMENT #27**

##### **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 #28**

##### **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 \$165.00 for the fiscal years beginning July 2003, \$190.00 for the fiscal years beginning July 2004, \$200.00 for the fiscal years beginning July 2005 and \$210.00 for the fiscal years beginning July 2006.

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 #29**

##### **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 #30**

##### **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 #31**

##### **Departmental Sick Leave Policies**

Within sixty (60) days of the ratification of this agreement, the State and the Union agree to establish a committee to review and discuss State Departments' sick leave policies. 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 employee's rights of confidentiality. The committee will make its recommendations to evaluate and improve upon sick leave policies. By July 1, 2004, the committee will issue its recommendations. By September 1, 2004, the State will review and act upon these recommendations.

Until such time as the State reviews and acts upon the recommendations of the Committee, the Sick Leave Policy contained in Department of Human Services personnel circular 95-89, as revised October 15, 2000, will apply to Department of Human Services employees represented by CWA. Additionally, the State will issue a memorandum to all managerial staff explaining the use of affidavits in lieu of a doctor's note for sick leave verification in accordance with Article 22, F.6.b.