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AGREEMENT THE STATE OF NEW JERSEY



NEW JERSEY CIVIL SERVICE ASSOCIATION
and
NEW JERSEY STATE EMPLOYEES ASSOCIATION

Administrative and Clerical Services Unit

July 1, 1977 - June 30, 1979

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PREAMBLE

This Agreement made between the State of New Jersey and hereinafter referred to as the "State" and the New Jersey Civil Service Association and the New Jersey State Employees Association and hereinafter referred to as the "Association", 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 Association, 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 Association and Unit

1. The State by the Office of Employee Relations in the Governor's Office hereby recognizes the Association 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, classified, unclassified and provisional employees and all permanent full-time ten (10) month employees (classified, unclassified and provisional) and permanent part-time employees (classified, unclassified and provisional) who are employed a minimum of twenty (20) hours per week and who are included in the classifications listed in Appendix I.

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 Association 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 Association. In the event the parties can not reach agreement following such discussions, the dispute may only be submitted to the Public Employment Relations Commission for resolution consistent with its rules and regulations.

3. Excluded are:

- a. Managerial Executives
- b. Supervisors
- c. Confidential employees

- d. Policemen
- e. Craft employees
- f. Non-professional employees
- g. Classifications designated within other recognized and appropriate units
- h. Classifications within the Department of Higher Education except those in the State College System and at the Department Central Office which are included.
- i. All other employees of the State of New Jersey.

B. Comprehensive Employment and Training Act (CETA)

1. Employees who are within the classifications included in this unit but appointed under the CETA Program are considered to be subject to all provisions of this Agreement as provisional employees except that the Federal legislation and regulations concerning this program and any agreement between the State and any local government prime sponsor which is involved shall be in effect and modify the provisions of this Agreement which would otherwise be operable.

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

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 Association, 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 XVI 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. Classified employee - an employee serving in the classified service which is all offices and positions which are operating under the provisions of Title 11 (eleven), Civil Service, of the Revised Statutes except those offices and positions which are included in the unclassified service by law or Civil Service Commission determination.

7. Unclassified employee - any employee serving in the unclassified service which is any function of government not subject to the provisions of Civil Service 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 classified 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 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 classified, permanent or provisional, or unclassified, depending upon title and status of appointment.

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

ARTICLE II

POLICY AGREEMENTS

A. Non-Discrimination

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

B. Prior Benefits and Practices

Any and all existing benefits including those benefits which are set forth as policies, practices, and general working conditions which are substantially uniform in their application to employees in the unit, in the same or similar titles or jobs or locations, which are in effect on the date of this Agreement shall remain in effect except to the extent that they are modified by this Agreement.

C. Dues Deduction and Membership Information

1. Dues Deduction

a. The State agrees to deduct from the regular paycheck of any employee dues of the Association, 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 three (3) working days to the centralized payroll section, Department of the Treasury. Dues deduction will be reflected in the paycheck for the current pay period, provided the form is received in centralized payroll at least seven (7) calendar days prior to the end of the pay period otherwise to be reflected in the next pay period. If violations of these time frames are brought to the attention of the State, the State will review the matter and solve the problem prospectively forthwith.

b. Dues deductions for any employee in this negotiating unit shall be limited to the Association. Employees shall be eligible to withdraw such authorization only as of July 1 of each year provided the notice of withdrawal is filed timely with the responsible payroll clerk. Existing written authorizations for dues deductions to any employee organization other than NJCSA or NJSEA must be terminated within sixty (60) days of the date of this Agreement or within sixty (60) days after the effective date of the enabling legislation provided for in paragraph 1.f. below, whichever is later.

c. Dues so deducted by the State shall be transmitted to the designated officer of the Association together with a listing of the employees included.

d. The Association shall certify to the State the amount of Association 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 Association shall be provided with the State's reason for the discontinuation on a quarterly basis.

f. Paragraph 1. b of this provision shall become effective only after the necessary enabling legislation is enacted.

g. It is understood and agreed in the event that legislation is enacted authorizing the "agency shop" concept for public employees in the State of New Jersey, the State will, upon thirty (30) days' notice, meet with the Association and reopen the Agreement for the purpose of negotiations of such subject.

2. Membership Information

The State agrees to provide to two (2) designated representatives of the Association on a semi-annual basis a complete up-to-date listing of all employees covered by this Agreement together with their addresses 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 Association shall disclose such information only to its officials and representatives whose duties require access to such information.

D. Policy Agreements, Strikes and Lockouts

1. During the term of this Agreement, the Association 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 Association 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 Association or its members.

5. It is agreed that the State and the Association 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.

E. Administration of Agreement

1. A committee consisting of State and Association 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 Association, exclusive of Association 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.

ARTICLE III

CIVIL SERVICE RULES

The administrative and procedural provisions and controls of Civil Service Laws 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 Civil Service Commission or the Legislature. Nothing herein shall be construed to deny any individual employee his rights under Civil Service Laws or Regulations.

ARTICLE IV

GRIEVANCE PROCEDURE

A. Grievance Definition

A "grievance" is:

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

2. A claimed violation, misinterpretation, or misapplication of rules or regulations, existing policy, or orders applicable to the agency or Department which employs the grievant affecting the terms and conditions of employment.

B. Purpose

1. The purpose of this procedure is to assure prompt and equitable solutions of problems arising from the administration of the Agreement, or other conditions of employment and to provide an exclusive vehicle for the settlement of employee grievances under Civil Service Rule 4:1-23:2.

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

3. Nothing in this Agreement shall be construed as compelling the Association to submit a grievance to arbitration or to represent an employee before Civil Service. The Association's decision to request the movement of any grievance at any step or to terminate the grievance at any step shall be final as to the interests of the grievant and the Association.

4. No grievance settlement reached under the terms of this Agreement shall add to, subtract or modify any terms of this Agreement or existing laws and any grievance so adjusted shall have no force or effect.

C. Matters Outside Scope of Grievance Procedure

1. Unless specifically provided for elsewhere in this Agreement, where the grievance involves an alleged violation of rights and privileges specified in Civil Service law and rules for which there is specific appeal to Civil Service, the employee shall present his complaint to Civil Service directly. The Association may represent the employee before Civil Service and its representative need not be an attorney.

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

3. The provisions of Article II, B., Prior Benefits and Practices, are not subject to the the grievance procedure.

D. General Rules and Procedures

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

2. Where the subject of a grievance, or its emergent nature, suggests it is appropriate and where the parties mutually agree, such grievance may be initiated at or moved to any step of the procedure without a hearing at a lower step(s).

3. Where a grievance directly concerns and is shared by more than one grievant, such group grievance may properly be initiated at Step One, Step Two or Step Three, whichever is the first level of supervision common to the several grievants, with the mutual consent of the parties. The presentation of such group grievance will be by the appropriate Association representative(s) and one of the grievants designated by the Association. A group grievance may be initiated by the Association.

Where individual grievances concerning the same matter are filed by several grievants, it shall be the option of the State to consolidate such grievances for hearing as a group grievance provided the time limitations expressed elsewhere herein are understood to remain unaffected.

Where a group grievance affecting employees in more than one Department which results from the application of an order or policy imposed by a level higher than the Departments affected and which results in an alleged violation of this Agreement, the Association may submit such grievance in writing to the Office of Employee Relations instead of initiating it at another level as though such submission were being filed at Step Four and with all procedural conditions set forth herein pertaining, except that the fifteen (15) days for hearing or response or decision shall be twenty-five (25) days. When such a submission is made, the Association shall mail to each of the Department Heads affected a copy of the grievance and request for hearing which was sent to the Office of Employee Relations. A refusal to hear the grievance by the Office of Employee Relations shall not affect the timeliness of the filing.

4. In the event that the grievance has not been satisfactorily resolved on an informal basis, then an appeal may be made on the grievance form specified herein. All such grievances shall be presented in writing to the appropriate representative of the party against whom it is made on "Grievance Forms" to be provided by the State. Such forms shall make adequate provision for the representative of each of the parties hereto to maintain a written record of all action taken in handling and disposing of the grievance at each step of the grievance procedure.

5. When a grievant designates the grievance as contractual, he must specify the appropriate article and paragraph that has been violated.

6. When a grievance is submitted in writing, every item on the grievance form must be completed. A group grievance initiated by the Association may be presented on the above form, or in another format provided that the grievance is fully set forth in writing and contains all the information called for by said form. Reasonable supplies of grievance forms shall be available at local offices of the State to employees or representatives of the Association.

7. Should the grievant elect to present his grievance without Association representation, he shall so indicate on the grievance form at step one.

8. A copy of the decision of the State at each step shall be provided to the grievant and to the Association representative involved. Where an employee has processed a grievance without Association representation, the Association shall be given a copy of the final disposition of such grievance.

9. When a grievance is initiated, the original form shall be forwarded to the Personnel Officer of the appropriate operating agency. The remaining three (3)

copies shall be kept intact while going through the steps of the grievance procedure. After the grievance is resolved, the copies shall be distributed as designated on the grievance form.

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

a. In the event the Department Head or his designee determines that the grievance is not within the authority of the department, and decides not to hear the grievance, the Association only may submit such grievance to the Office of Employee Relations within seven (7) days from the receipt of such departmental decision. Should the department decide to hold a hearing and in the course of such hearing the department determines that a resolution of the grievance is not within its authority, the Association only may submit the grievance to the Office of Employee Relations within seven (7) days from the receipt of such determination. A determination by the Association not to pursue the grievance shall be final.

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

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

If the Office of Employee Relations determines a hearing is necessary, such hearing will be scheduled within thirty (30) days from the receipt of the grievance. Decisions shall be rendered as provided in section E.3. If the grievance involves a non-contractual matter as defined in A.2. the decision of the Office of Employee Relations, or its designee, shall be final except that the provisions of B.1. pertaining to Civil Service Commission review shall not be denied. If the grievance involves a matter as defined in A.1. above, such grievance may be appealed to Step Five Arbitration, provided all of the conditions and time limits detailed in Step Five are met. Time limits referred to in Step Five are applicable to circumstances in 10. b (1)-(5). Where the Association makes no timely and appropriate request to utilize this procedure, it is understood the conditions concerning the arbitration procedure (Step Five) shall be unchanged.

E. Grievance Time Limits and Management Responses

1. A grievance must be filed initially within twenty-one (21) calendar days from the date on which the act which is the subject of the grievance occurred or twenty-one (21) calendar days from the date on which the grievant should reasonably have known of its occurrence. Other references to days in this Article are working days of the party to which they apply.

2. Where a grievance involves exclusively an alleged error in calculation of salary payments, the grievance may be timely filed within thirty (30) days of the time the individual should reasonably have known of its occurrence.

3. Hearings shall be scheduled and decision after a scheduled hearing shall be rendered in writing to the grievant and where represented, to the Association representative within established time limits, except that the decision will be considered timely if rendered within the following time limits or within three (3) days after the conclusion of the hearing, whichever is later:

a. at Step One within five (5) days of the receipt of the grievance;

b. at Step Two within five (5) days of the receipt of the appeal from the Step One decision;

c. at Step Three within ten (10) days of the receipt of the appeal from the Step Two decision;

d. at Step Four, within fifteen (15) days of the receipt of the appeal from the Step Three decision.

4. Should a grievance not be satisfactorily resolved, or should the employer not respond timely as prescribed above either after initial receipt of the grievance or after movement of the grievance to Step Two or Step Three, the grievant may exercise the option within seven (7) working days to proceed to the next step.

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

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

7. If the finding or resolution of a grievance at any step of the grievance procedure is not appealed within a prescribed time, said grievance will be considered settled on the basis of the last answer provided, and there shall be no further appeal or review.

F. Grievance Investigation

When a grievance has been formally submitted in writing and the Association represents the grievant, and where the Association Steward or other Representative Officer requires time to investigate such grievance to achieve an understanding of the specific work problem during working hours, the Steward or Officer will be granted permission and reasonable time, to a limit of one (1) hour, to

investigate without loss of pay. It is understood that the supervisor shall schedule such time release, providing the work responsibilities of the Steward or Officer and of any involved employee are adequately covered, and providing further there is no disruption of work. Such time release shall not be unreasonably withheld and upon request could be extended beyond the one (1) hour limit for specified reasons, if to the supervisor the circumstances warrant an exception to this limit. Where an Association Steward serves a mutually agreed upon grievance district encompassing two (2) or more geographically separate work locations, and where the circumstances require it, a supervisor may authorize a maximum of two (2) hours for any appropriate investigation of grievances.

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

G. Time Off For Grievance Hearings

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

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

b. for necessary travel time during working hours.

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

2. Where the employee or the Association requests employee witnesses, permission for a reasonable number of witnesses required during the grievance proceedings will be granted. A witness at such proceedings will be permitted to appear without loss of pay for the time of appearance and travel time as required if during his normal scheduled working hours.

3. Association representative may have the right directly to examine or cross-examine witnesses who appear at any step of this procedure.

H. Grievance Steps and Parties Therein

Grievances shall be presented and negotiated for a resolution in each of the successive steps between the employee and/or his representative and the specified State representative as follows:

Step One

In the event the matter is not resolved informally, the grievant may submit his grievance in writing to his immediate supervisor who shall hear the grievance. The grievant may be represented by the Association Steward, who is an employee.

Step Two

If the grievant is not satisfied with the decision rendered at Step One, he may submit his grievance in writing to his intermediate supervisor. The intermediate

supervisor shall hear the grievance and witnesses may be heard and pertinent records received. The grievant may be represented by the Steward, who is an employee.

Step Three

If the grievant is not satisfied with the disposition of the grievance at Step Two, he may appeal to the highest operational management representative. He or his designee shall hear the grievance, witnesses may be heard and pertinent records received. The grievant may be represented by the Steward and/or the Association's designated local or field representatives provided however that only one (1) person shall act as spokesperson for the grievant.

Step Four

If the grievant is not satisfied with the disposition of the grievance at Step Three, he may appeal to the Department Head or his designee. The appeal shall be accompanied by the decisions at the preceding levels and any written record that has been made part of the preceding hearings.

The grievant may be represented by the Steward and/or Association's Executive Director or his designated representatives.

If the decision involves a non-contracutual grievance as defined in A.2., or if the the grievant has presented his appeal without Association representation, the decision of the Department Head or his designee shall be final and a copy of such decision shall be sent to the Association.

Step Five

If the Association represented the grievant at Step Four and the grievance involves a contractual violation of the Agreement as defined in A.1 above, the Association as representative of the grievant may, within ten (10) days after receipt of the reply in Step Four and upon written notification of intent to arbitrate to the Department Head and the Office of Employee Relations, appeal the Department Head's decision to arbitration. The arbitrator shall conduct a hearing and investigation to determine the facts and render a decision in writing to the parties for the resolution of the grievance within thirty (30) days following the close of the arbitration hearing unless extended by mutual agreement for reasonable cause. The parties agree that the decision or award of the arbitrator shall be final and binding and that they will abide thereby subject to such laws, rules and regulations as may be applicable. The authority of the arbitrator shall be limited to determining questions directly involving the interpretation or application of specific provisions of this Agreement, and no other matter shall be subject to arbitration hereunder. The arbitrator shall have no authority to add to, subtract from, or to modify or amend any terms of this Agreement, or laws of the State, or any policy of the State or subdivision thereof, or determine any dispute involving the exercise of a management function which is within the authority of the State as set forth in Article I.C. Management Rights. In no event shall the same question or issue be the subject of

arbitration more than once. Each party shall bear the expense and other incidental costs of preparing and presenting its own case. The cost for the services of the arbitrator and other incidental but directly related expense of the arbitration procedure shall be borne equally by the parties.

I. Selection of Panel of Arbitrators

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

ARTICLE V

DISCIPLINE

A. The terms of this Article shall apply to permanent classified employees. Unclassified, provisional or probationary (probationary meaning employees serving their working test period) employees shall only be covered where such is specifically provided for.

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

C. Just cause for discipline up to and including dismissal from service shall include those causes set forth in N.J.A.C. 4:1-16.9. This list of causes set forth in N.J.A.C. 4:1-16.9 is not exclusive and discipline up to and including dismissal from service may be made for any other combination of circumstances amounting to just cause.

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

E. The name of any employee who is notified of suspension or dismissal or intended suspension or dismissal, pursuant to paragraph D. shall be transmitted to the Association as soon as is feasible and not to exceed seventy-two (72) hours after such notice.

F. Any appeal relating to the involved disciplinary matter must be filed by the employee within ten (10) calendar days of notice of discipline to the employee involved. The Department or Agency Head, or his designee, who was not personally involved in the facts of the dispute, will convene a hearing within twenty (20) calendar days after receipt of such disciplinary appeal. The Department or Agency Head, or his designee, shall render a written decision within twenty (20) calendar days from the date of such hearing. The employee may be represented at such hearing by the Steward, or a non-State employee representative of the Association, or legal counsel. The decision rendered herein shall be final except where the disciplinary grievance involves a penalty as set forth in paragraph G. below. Where the matter involves a disciplinary penalty as set forth in G.1.e. below, Civil Service may review the matter if timely presented in accordance with its discretionary jurisdiction.

G. 1. In the event the appeal has not been satisfactorily settled or otherwise resolved and involves the following contemplated or implemented penalties:

- a. Suspension of more than five (5) days at one time;
 - b. Suspensions or fines more than three (3) times in one calendar year or suspensions or fines which in the aggregate are more than fifteen (15) days pay in one calendar year;
 - c. Demotion;
 - d. Discharge;
 - e. Suspension of up to five (5) days or for fines of less than six (6) days pay;
- then,

2. The Association may appeal the disciplinary action through the disciplinary arbitration process as herein provided; or

3. Except where the penalty is as described in G.1.e. above, the individual may request or petition the Civil Service Commission for a hearing which request, pursuant to Civil Service Rules, must be received by the Civil Service Commission within twenty (20) days after the date of receipt of the decision rendered in paragraph F. The Civil Service Law and the Rules and Regulations promulgated thereunder shall govern the disposition of such a request or petition.

4. a. In the event the employee involved elects the Civil Service procedure as provided in G.3. above, such election will be deemed final and binding and constitute an absolute waiver of the option to appeal as provided in G.2., the disciplinary arbitration process.

b. The Association may elect to appeal the matter to disciplinary arbitration provided that such an appeal is joined in by the employee in writing.

The employee shall not be denied the right to appropriate representation. Such election will be deemed final and binding and constitute an absolute waiver of the employee's option to appeal under the Civil Service procedure as provided in G.3. above.

c. All such waivers or elections will be made in writing by the employee involved on a form to be provided by the State for such purpose.

H. An appeal to disciplinary arbitration may be brought only by the Association through its Executive Director or Attorney, or State President, by mailing a written request for disciplinary arbitration by certified or registered mail to the Director of the Office of Employee Relations, which must be postmarked within fifteen (15) calendar days from the decision rendered in paragraph F. A request for disciplinary arbitration shall contain the name of the department or agency and the employee involved, a copy of the original appeal, the notice of discipline and any written decisions rendered concerning the matter.

I. Within thirty (30) days of the execution of this Agreement, the parties shall mutually agree upon a panel of not less than five (5) disciplinary arbitrators. Each member of the panel shall serve in turn as the sole arbitrator for a given case. Where a member of the panel is unable to serve, the next member in sequence shall then serve. In the event the parties are unable to agree upon a panel of arbitrators within thirty (30) days, arbitrators shall be selected, on a case-by-case basis under the selection procedure of the Public Employment Relations Commission, until such time as the parties agree upon a panel. The disciplinary arbitrator shall hold a hearing at a place convenient to the parties as soon as possible after the request for arbitration but not later than thirty (30) days after the arbitrator accepts the case.

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

all or part of a period of suspension, termination of service or reduction in grade, the employee may be paid for the hours he would have worked in his normally scheduled work week, at his normal rate of pay, but not exceeding forty (40) hours per week or eight (8) hours per day, less any deductions required by law or other offsetting income, for the backpay period specified by the arbitrator. The arbitrator's decision shall contain a short statement of the nature of the proceedings, the positions of the parties and specific findings and conclusions on the facts. In addition, the arbitrator's decision shall discuss any of the testimony, evidence or positions of the parties which merit special analysis or explanation.

In exception to these provisions, in a disciplinary arbitration concerning a penalty as set forth in G.1.e., the sole issue to be determined by the arbitrator shall be the guilt or innocence of the employee and he shall, therefore, sustain the penalty imposed or vacate it by his determination, however, the arbitration decision rendered shall be complete as set forth above.

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

K. General Provisions

1. In the event a formal charge of misconduct is made by the State against an employee and if he so requests, he shall be entitled to a representative of the Association only as a witness or as an advisor during any subsequent interrogation of the employee concerning such charge. No recording of such procedure shall be made without notification to the employee and there shall be no presumption of guilt. The employee and/or the Association, if present, may request and receive a copy of such recording. Where an employee is interrogated during the course of a formal investigation and when there is a reasonable likelihood that the individual being questioned may have formal charges preferred against him, the nature of those contemplated charges shall be made known to the employee who shall then, if he requests, be entitled to a representative of the Union, only as a witness or as an advisor, during subsequent interrogation concerning the charge provided that the interrogation process shall not be delayed and/or the requirement to expedite any official duty not be impaired.

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

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

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

5. The burden of proof in disciplinary procedures involving penalties as set forth in G. 1. a, b, c and d, shall be upon the State.

6. The Association recognizes the State's right and obligation to impose and implement disciplinary suspensions and the parties agree that prior to implementation of suspensions of not more than five (5) days as a matter of general practice and intent and, where in the judgment of the State such suspension is not directed at the immediate need to maintain safety, order or effective direction of work assignments, such suspensions will not be implemented without reasonable advance notice to the employee.

L. The following shall constitute the disciplinary appeal procedure rights for unclassified and provisional employees who have been employed in such capacity for a minimum of six (6) months. Upon request of the employee, the employee may be represented by the Steward, or a non-State employee representative of the Association, or legal counsel, in the following hearings and/or conferences.

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

2. In disciplinary matters involving dismissal from service, such employees, upon written request, shall be entitled to a conference with the Department or Agency Head or his designee to discuss the matter. The Department or Agency Head or his designee may conduct an administrative investigation of the matter.

3. In no event shall the provisions of this Article apply where the employee is being removed as a result of the certification of a Civil Service eligible list.

ARTICLE VI

COMPENSATION PLAN AND PROGRAM

A. Special Salary Program July 1, 1977 to June 30, 1979

1. It is agreed that during the term of this agreement for the period July 1, 1977-June 30, 1979 the following salary and fringe benefit improvements shall be provided to eligible employees in the unit within the applicable policies and practices of the State and in keeping with the conditions set forth herein.

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

(1). There shall be a five (5) percent increase across-the-board for all employees effective in the first pay period of fiscal year 1977-1978 and another five (5) percent increase across-the-board for all employees effective in the first pay period of fiscal 1978-1979. The State Compensation Plan salary schedule shall be

adjusted in accordance with established procedures to incorporate these increases 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.

(2). Each full-time employee with one (1) year or more of service as of December 31, 1977 and whose base salary rate, exclusive of overtime, is \$15,000 per year or less shall be entitled to a one (1) time cash payment of \$75.00 to be paid on or about January 27, 1978. Such payment shall not constitute a modification of the State Compensation Plan.

(3). Each full-time employee with one (1) year or more of service as of June 30, 1978 and whose base salary, exclusive of overtime is \$15,000 per year or less shall be entitled to a one (1) time cash payment of \$75.00 to be paid on or about July 28, 1978. Such payment shall not constitute a modification of the State Compensation Plan.

(4). Permanent part-time employees shall be entitled to one-half (½) of the one time cash payments under the conditions described in (2) and (3) above. Salary level eligibility of permanent part-time employees shall be determined by annualizing the employee's base salary on a full-time basis.

(5). 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 Agreement.

b. Eye Care Program

It is agreed that an Eye Care Program shall be established and include all eligible full-time employees and their eligible dependents (spouse and children under 19 years of age or under 23 if resident in the household or a full-time student and not employed in a full-time job). The coverage shall provide for a \$15.00 payment for regular prescription eyeglasses and \$20.00 for bifocal glasses or more complex prescriptions. The extension of benefits to dependents shall be effective only after the employee has been continuously employed for a minimum of 60 days. The State shall implement the program on or about July 1, 1977.

c. Dental Care Plan

Full-time employees and eligible dependents shall be eligible for the State-administered Dental Care Program which shall be implemented on or about January 2, 1978.

Participation in the Program shall be voluntary with a condition of participation being that each participating employee authorize a bi-weekly 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.

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

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

d. Deferred Compensation Plan

(1). It is agreed that the State will introduce and seek enactment of legislation 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.

(2). 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.

(3). 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.

e. Clothing Maintenance Allowance

(1). A clothing maintenance allowance shall be paid to employees who are required to wear special clothing or a uniform and who are continually employed in direct patient care providing such clothing or uniforms are not furnished by the State. Eligibility of an employee for this payment shall be determined as provided in a Memorandum of Understanding. Each employee who will have completed a full year of service on or before July 1, 1977 shall receive a cash clothing maintenance allowance of \$60.00. Each employee who will have completed a full year of service on or before July 1, 1978 shall receive a cash clothing maintenance allowance of \$65.00. Any question of controversy concerning this provision shall be processed exclusively in the procedures set forth in the Memorandum of Understanding.

(2). The Association may submit a request for payment of the clothing allowance on the basis that extraordinary circumstances surrounding the request warrant that special consideration be given to the employees concerned. Such request must be directed to the Office of Employee Relations no later than March 15, 1978. These requests will be evaluated promptly and a determination, which shall be at the sole discretion of the Office of Employee Relations shall be rendered in writing. Such determination shall include the method and schedule of payment, if any, and shall not be subject to the grievance procedure.

B. Salary Program Administration

The parties acknowledge the existence and continuation during the term of this Agreement of the State Compensation Plan which incorporates in particular, but with specific limit, the following basic concepts:

1. A system of position classifications with appropriate position descriptions. Copies of current position descriptions will be made available to the Association.

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

3. Regulations governing the administration of the plan including the Employee Performance Evaluation and Improvement System.

4. The authority, method and procedures to effect modification as such are required. However, if the State makes major changes in the Compensation Plan or changes which have a negative effect on the earnings of employees, it is understood that the impact of these changes will be negotiated with the Association and such negotiations shall commence within thirty (30) days of the date upon which the Association requests negotiations of the matter.

5. No employee covered by this Agreement shall suffer a reduction in rate of pay as a result of a reduction of salary range for the job class in which he is prior to implementation. This is not intended to reduce the right of appeal of any individual.

C. Cooperative Effort

The parties to the Agreement understand that the public services provided to the citizenry of the State of New Jersey require a continuing cooperative effort particularly during this period of severe fiscal constraints. They hereby pledge themselves to achieve the highest level of service by jointly endorsing a concept of intensive productivity improvements which may assist in realizing that objective.

ARTICLE VII

POSITION CLASSIFICATION REVIEW

The Association may request a reevaluation of a position (job classification), on the basis of job content change only, the State will review such a request and will reevaluate the position, provide an opportunity for the Association to present its views, and render a written decision.

Implementation of any resulting classification of position shall be made consistent with normal procedures and availability of funds.

This provision shall not be abused.

ARTICLE VIII

HOURS AND OVERTIME

A. Hours of Work

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

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

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

B. Rest and Lunch Period

1. The work schedule shall provide for a fifteen (15) minute rest period during each one-half (½) shift.

2. For the purpose of this provision a shift shall constitute the employee's normal scheduled work day. For example, an employee working from 9 a.m. to 5 p.m. will be entitled to a rest period in the forenoon and in the afternoon as determined by the appointing authority.

3. The normal schedule shall include a provision for an unpaid lunch period during the mid-portion of the work day. There shall be a minimum of one-half (½) hour provided for the lunch period. This is not intended to suggest that existing lunch periods of longer than one-half (½) hour must be changed.

C. Overtime

1. Employees covered by this Agreement will be compensated at the rate of time and one-half (1½) 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.

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

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

4. Hours worked on a holiday are not considered hours worked for the computation of regular overtime in the workweek but shall be compensated at time and one-half (1½) in addition to the holiday credit.

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

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

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

8. Overtime shall be scheduled and distributed by seniority on a rotational basis by occupational classifications within each functional work unit without discrimination provided it does not impair operations. Employees within their functional work unit who are qualified and capable of performing the work without

additional training shall be called upon to perform such overtime work. To the extent that it is practical and reasonable to foresee, the State shall give the employee as much advance notice as possible relative to the scheduling of overtime work.

9. It is agreed that overtime work shall be shared by all employees in an occupational classification within any work unit without discrimination. The opportunity to work overtime shall be extended to each employee on a rotational basis provided the employee is capable of performing the work.

10. Each employee is expected to be available for a reasonable amount of overtime work. An employee who refuses an overtime or on-call assignment with a reasonable excuse will not be subjected to disciplinary action. The assignment of "on-call" or "stand-by" time shall be equitably distributed among the employees concerned.

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

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

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

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

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

14. An employee who is assigned non-scheduled overtime in excess of fifteen (15) minutes will be guaranteed a minimum of one (1) hour's work and will be assigned overtime thereafter in one-half (½) hour increments. An employee who is called in for non-scheduled overtime shall be guaranteed a minimum of two (2)

hours of compensation whether or not the two (2) hours are worked except when the end of the call-in period coincides with the beginning of his regularly scheduled shift.

15. Where incidental overtime assignments are made, records of such time worked shall be kept and accumulated at straight time in exception of the provisions of C.1. Such accumulations may be scheduled on an hour-for-hour basis as compensatory time.

16. The State agrees to issue supplemental checks for cash paid overtime on a monthly basis for the preceding overtime reporting period. Further, the State agrees to make a good faith effort to convert from a monthly to a bi-weekly issue of supplemental checks for overtime for the preceding overtime reporting period for employees.

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 repetition or neglect. A record of such lateness shall be maintained and may be charged against any compensatory time accrual.

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. When an employee becomes ill while on his assigned work shift and he cannot continue his work because of the illness, he shall be compensated for a minimum of one-half (½) day except that if he has worked four (4) or more hours, he shall be compensated for the regularly assigned shift. Excuse for such illness will be granted by the appointing authority, by appropriate supervisory or medical personnel when available.

3. Lateness or absence due to weather conditions

a. When an employee is unable to get to his assigned work because of weather conditions his absence may be compensated if he has a sufficient compensatory time balance or if none is available a charge may be made against vacation balance or administrative leave balance if requested by the employee. Such absence will alternatively be without pay.

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

E. Other Benefits

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

F. Policy on Unexcused Absence

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

ARTICLE IX

COMPENSATORY TIME BALANCES

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

B. Employee requests for use of compensatory time balances shall be honored. Priorities in honoring requests for use of compensatory time balances will be given to employees:

1. Where an emergency exists
2. Where scheduled one (1) month in advance
3. Where shorter notice of request is made

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

C. Ordinarily, a maximum of sixty (60) hours of compensatory time may be carried by an employee. Where the balance exceeds sixty (60) hours, the employee and the supervisor will meet to amicably schedule such compensatory time off.

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

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

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

ARTICLE X

OUT-OF-TITLE WORK

A. The State and the Association 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 Association 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 Association. Any dispute as to whether the work is within the job classification of the employee(s) involved shall be resolved by Association or employee appeal to Civil Service where the matter will be heard within twenty-one (21) days and a decision rendered within (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 (classified) 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 Association.

ARTICLE XI

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 Civil Service, 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 Civil Service.

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 employees, 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 in accordance with the procedures outlined in Civil Service Personnel Manual Subpart 15-1.101. If there is no opportunity for reassignment or lateral title change within the employee's present organization unit or department, the employee may complete a transfer request form and forward it to the Department of Civil Service, which retains such form for six (6) months and sends to the Personnel Officer of each department on a monthly basis a list of individuals by title and code number who are interested in transfer.

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

3. When temporary reassignments 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 assignments 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 openings.

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 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 otherwise 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. Transfer and Reassignment (For Association Officers and Stewards)

1. The State and the Association recognize that Association Officers and Stewards have in their relationship to their jobs a need for continuity in the assigned shift and location which exceeds that of other fellow employees. It is

agreed therefore that these Association Officers and Stewards will not be routinely reassigned or transferred involuntarily.

2. The State and the Association recognize the need to utilize all personnel to meet operational requirements effectively and notwithstanding the commitment in paragraph 1 above, movement of such Association Officers and Stewards may be necessary and appropriate (generally on a temporary basis) in exception to the guideline agreed to in paragraph 1. The exception used in paragraph 2. will not be used arbitrarily.

ARTICLE XII

PROMOTION

Promotion qualifications and procedures for permanent classified employees are governed by the Department of Civil Service pursuant to Statute and Rules and Regulations promulgated thereunder.

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

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

C. Upon promotion, an employee shall be informed of his 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 Civil Service 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 Association, 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 permanency in his regular permanent job classification shall be continued during such trial or provisional period and he shall have the opportunity to return to such permanent classification in the event the promotional opportunity shall not become permanent provided there is no discharge action for cause.

ARTICLE XIII

JOB POSTING AND ANNOUNCEMENTS

A. Job Posting

1. To provide advancement opportunities for employees within a department or organizational unit, existing or planned job vacancies shall be posted prominently

for seven (7) days. 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 procedure to be followed by employees interested in making application.

2. A copy of each notice posted will be forwarded to the appropriate Association Office.

3. 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.

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

B. Announcements

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

ARTICLE XIV

CIVIL SERVICE 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 Civil Service Department 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 XV

EMPLOYEE PERFORMANCE EVALUATION AND IMPROVEMENT SYSTEM

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

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

2. During the normal probationary period of four (4) months, the employee will be informed of the standards of performance to be achieved and will be advised of the specific deficiencies in his progress, immediately in writing, at the end of

the second and third months. Should the State extend the probationary period to a maximum of six (6) months, the employee will be similarly advised at the end of the fifth month.

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

2. Employees who are eligible and whose performance is satisfactory shall be granted a normal merit increment.

C. Performance Evaluation Conference

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

D. Unsatisfactory Rating

1. a. Where the performance of an employee is unsatisfactory, the designated supervisor will confer with such employee not less frequently than every three (3) months and shall set forth the deficiencies and improvement goals required to achieve satisfactory or better performance.

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

c. Grievances which evolve from the inability of the employee and designated supervisor to reach agreement on performance and improvement goals and work standards shall not be processed beyond Step Four of the grievance procedure provided herein.

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 which warrants granting of the normal merit increment, such increment may be granted effective on any of the three (3) quarterly action dates which follow the anniversary date of the employees, and subsequent to the improved performance and rating which justifies such action.

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

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

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

F. Orientation Material

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

G. In the event of a proposed modification or change in part or all of the Performance Evaluation System, the State agrees to discuss such changes with the Association prior to its introduction and/or adoption, except that no changes shall be made as to the elements of the Performance Evaluation System as incorporated herein without negotiating with the Association.

H. For purposes of determining eligibility for an increment, the only ratings to be used shall be satisfactory or unsatisfactory.

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

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

B. Where grievances pertaining to performance evaluation and/or denial of normal merit increment based upon the above mentioned departmental policies are pursued to Step Five, Arbitration, the award of the arbitrator shall be advisory and non-binding as provided in Article IV, Grievance Procedure, Paragraph H., Step 5.

ARTICLE XVI

HOLIDAYS

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

New Year's Day	Independence Day
Martin Luther King's Birthday (January 15th)	Labor Day
Lincoln's Birthday	Columbus Day (2nd Monday in October)

Washington's Birthday (3rd Monday in February)	Election Day Veteran's Day (November 11)
Good Friday	Thanksgiving Day
Memorial Day (Last Monday in May)	Christmas Day

In the event any of the above statutory holidays fall on a Sunday, they shall be celebrated on the following Monday. The State agrees to seek legislation to provide that any statutory holiday that falls on a Saturday will be celebrated on the preceding Friday.

B. 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.

ARTICLE XVII

SPECIAL TIME OFF

A. Emergency or Special Observations

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

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.

ARTICLE XVIII

VACATION LEAVE - CLASSIFIED SERVICE PROGRAM

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

1. One (1) working day of vacation for each month of employment during the first calendar year of employment.
2. Twelve (12) working days of vacation from one (1) to five (5) years of service.
3. Fifteen (15) working days of vacation from six (6) to twelve (12) years of service.

4. Twenty (20) working days of vacation from thirteen (13) to twenty (20) years of service.

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

It is understood that the current program to schedule vacation time in effect at each institution or agency will be continued. Conflicts concerning the choice of dates when scheduling vacations will be resolved within the work unit on the basis of State seniority.

B. 1. 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.

2. 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.

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

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

E. 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.

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

ARTICLE XIX

RETIREMENT BENEFITS

Members of the negotiating unit shall be eligible for participation in the Public Employees Retirement System consistent with its rules and regulations.

Should there be changes made in this plan during the term of this Agreement, all such changes appropriate to members of this negotiating unit shall be made and effected.

An employee enrolled in the Public Employees Retirement System (P.E.R.S) shall, in addition to all other provisions and terms of that System and without other modifications of such terms, have the right to early retirement at age fifty-five (55) or thereafter, provided he has twenty-five (25) years of accredited service without reduction of the benefit for years prior to age sixty (60), subject to the limitations in the statute for the proper administration of the System.

The Public Employee Retirement System provides for insurance and other benefits to eligible employees which are not set forth in detail in this Article.

The terms, conditions and benefits provided by the System are fully set forth in the statute establishing the System.

The following is intended to present certain facets of the benefits and related provisions of the System in a general manner and not to vary the provisions of the Agreement or the System.

A. Classes of Membership

There are two classes of membership:

1. Class A which applies to some members enrolled prior to 1953; and
2. Class B which applies automatically to all members enrolled since 1953.

B. Retirement Benefits

Retirement benefits are based on the regular Service Retirement provisions, and are available to a member when he is sixty (60) years old or any time thereafter. Retirement is mandatory at age seventy (70).

C. Service Retirement

The regular service retirement benefits available to a member after age sixty (60) (no minimum years of service required) are as follows:

Class A: Years of Service X Final Average Salary

70

Class B: Years of Service X Final Average Salary

60

The "Years of Service" referred to are the member's years of credited service in the Retirement System.

The "Final Average Salary" is the average of the salary for the last three (3) years or the highest three (3) fiscal years of New Jersey membership service, whichever provides the greater benefit. Salary is the base salary on which contributions have been made to the System.

There are provisions for Early Retirement, Deferred Retirement and Disability Retirement.

1. Early Retirement

As stated above is available to a member of any age prior to age sixty (60) if the member has twenty-five (25) or more years of credited service, and such member will receive a full retirement allowance without reduction if the member is between the ages of fifty-five (55) and sixty (60). Under age fifty-five (55) the retirement allowance will be reduced by one quarter percent (¼%) for each month a member is under age fifty-five (55). As an example, a member retiring at age fifty (50) with twenty-five (25) or more years of service would get eighty-five percent (85%) of his full retirement allowance.

2. Deferred Retirement

In order to be eligible for deferred retirement a member must have credit for fifteen or more years of service before making application for deferred retirement. A member may discontinue service and leave his contributions in the System; however, an application for deferred retirement with the System must be filed within two (2) years of terminating service. At age sixty (60) the member will receive a full retirement allowance based on years of credited service. At any time prior to age sixty (60) a member may cancel his deferred retirement and withdraw his contributions, or an eligible member may elect early retirement benefits. If a member on deferred retirement dies before reaching age sixty (60), his accumulated contributions are paid to his beneficiary or estate, but there is no insurance benefit payable.

3. Disability Retirement

To be eligible for ordinary Disability Retirement:

- a. a member must be under age sixty (60) and have ten (10) years or more of credit for New Jersey Service.
- b. must be considered totally and permanently incapacitated.
- c. must be examined by a doctor selected by the System.
- d. application can be made by either the employer or the member.

A member who qualifies for ordinary disability retirement will be entitled to receive an allowance equal to one and one-half percent (1½%) of final average salary for each year of service credit. The allowance shall not be less than forty percent (40%) of final average salary, except that in no case can the allowance exceed ninety (90%) of the regular service retirement allowance which the member would have received had he remained in service from the date of retirement to age sixty (60).

If a member, regardless of years of service, becomes totally and permanently incapacitated before attaining age sixty-five (65), as a direct result of an accident occurring during and as a result of the performance of his regular duties, he may qualify for an accidental disability retirement, and would be eligible to receive an allowance equal to two-thirds (2/3) of the salary he was receiving on the date of the accident. The retirement application must be filed within five (5) years following the date of the accident.

Medical evidence and examination by physicians designated by the System and other data will be required in support of the claim for ordinary or accidental disability retirement.

D. Options

There are various options available which might better suit the needs of a member at retirement. However, a member's monthly retirement allowance will be reduced actuarially to compensate for the additional benefits provided under the option selected.

Option 1-If the retirant dies before he has collected in the form of monthly allowances full benefit of the initial reserve, established in the System to finance his retirement, the unused balance of the initial reserve is paid in one lump sum to his designated beneficiary, if living, otherwise to the retirant's estate.

Option 2-Upon the death of the retirant, his retirement allowance would continue to be paid throughout the lifetime of his designated beneficiary, if the beneficiary survives him.

Option 3-Upon the death of the retirant, an amount equal to one-half (½) of his retirement allowance would be paid throughout the lifetime of his designated beneficiary, if the beneficiary survives him.

Option 4-Under the provision of Option 4 a member may specify the amount of allowance (cannot exceed amount available under Option 2) to be paid throughout the lifetime of his designated beneficiary, if the beneficiary survives him.

Under Option 2,3, or 4 the designated beneficiary is fixed at the time of retirement and cannot be changed thereafter.

Once the retirement has become effective, no change in the type of retirement or the payment to be received can be permitted; the choice is irrevocable.

E. Veterans

Veterans are those who hold other than dishonorable discharge from Military or Naval Service of the United States:

1. In World War I from April 6, 1917 to November 11, 1918 and certain other campaigns and expeditions.

2. World War II, at least ninety(90) days of active military service between September 16, 1939 and September 2, 1945.

3. The Korean Conflict with at least ninety (90) days of active military service between June 23, 1950 and July 27, 1953.

4. Vietnam Conflict after December 31, 1960 with at least ninety (90) days of active service.

Military discharge papers should be submitted with the enrollment application.

Such Veterans receive:

1. Free credit in the Retirement System for all public employment in New Jersey prior to January 1, 1955 if they filed timely.

2. Class B Membership, contributing at Class B rates based on their age at enrollment commuted by service rendered in public employment prior to 1955.

Other Veteran Benefits include:

1. Veterans who were members of the System as of January 1, 1955 and who remain in continuous service thereafter are assured of retirement after twenty (20) years service in New Jersey at age sixty (60) on half pay (½) (half of the salary which they contributed to the System during their last year of employment).

2. Those employed after January 1, 1955 are entitled to half (½) pay after twenty (20) years service in New Jersey at age sixty-two (62).

3. Veterans who had completed twenty (20) years service in New Jersey prior to enrollment on January 1, 1955 are also granted half (½) pay allowance in the event of ordinary disability.

These benefits cannot be "deferred." They are only available if the veteran is an active member at or after the ages specified.

ARTICLE XX

HEALTH BENEFITS

A. Health Benefit Program

1. The State Health Benefits Program is applicable to employees covered by this Agreement.

The State Health Benefits Program includes Blue Cross/Blue Shield (Rider J) and Major Medical Coverage. The cost of such coverage is paid by the State for eligible employees and dependents. The Program incorporates the Blue Shield "Series 750" plan relating to surgical fee schedules. Employees will be issued Blue Cross/Blue Shield identification cards reflecting eligibility for the "Series 750" plan. Eligibility requirements and administrative procedures are governed exclusively by the State Health Benefits Commission. Pursuant to N.J.S.A. 26:2J-1 et. seq., employees may opt to receive medical coverage from approved Health Maintenance Organizations when available, in lieu of the normal coverage under the State Health Benefits Program. Eligibility requirements and administrative procedures are governed exclusively by the State Health Benefits Commission. Under the applicable law, the State shall not make a contribution for any employee greater than the contribution which would otherwise be made to the State Health Benefits Program. Employees opting to participate in a Health Maintenance Organization will be required to contribute the difference in the cost for such participation.

2. a. The State will extend to a maximum period of ninety (90) days the health insurance coverage for eligible employees and their covered dependents enrolled in the State Health Benefits Program upon exhaustion of such employee's accumulated sick and vacation leave and who are granted an approved sick leave without pay, with the State paying the cost.

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

c. The change to two hundred and seventy (270) days as stated in the paragraph above from the current ninety (90) days is contingent upon the enactment of the necessary legislation.

3. A brochure describing the State Health Benefits Program shall be distributed to each employee. The Association shall receive a copy of such brochure.

B. Health Insurance in Retirement

The State agrees to assume the full cost of the Health Benefits coverage for State employees and their dependents, but not including survivors, when such employees retire after twenty-five (25) years or more of service as provided under the State plan, excepting those who elect deferred retirement, but including those who retire for disability on the basis of fewer years of service as credited in the State Plan, and those cost of charges under Part B of the Federal Medicare Program covering the eligible employees and the employee's spouse.

C. 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 \$1.25 per prescription or renewal of such prescription and further subject to specific procedural and administrative rules and regulations which are part of the Program.

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

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

D. Insurance Savings Program

It is agreed that the State and the Association will establish a program affording employees an opportunity to voluntarily purchase various insurance policies on a group participation basis, during the term of this Agreement. The

policy costs are to be borne entirely by employees selecting insurance coverages provided in the program. The State will provide a payroll deduction procedure whereby authorized moneys may be withheld from earned salary of such employees and remitted to the insurance company.

ARTICLE XXI

LEAVES OF ABSENCE

A. 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 Civil Service Department, 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 workmen's compensation award under the New Jersey Workman'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 for medical reasons, the employee concerned may submit an additional medical opinion for reconsideration of the claim.

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. Maternity Leave

1. Permanent employees covered by this Agreement shall be entitled to maternity 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. Such employee shall be granted earned and accumulated sick leave during the time prior to the expected date of confinement and for one (1) month after the actual date of birth. Additional time beyond the one (1) month period shall be granted upon presentation of a doctor's certificate setting forth the necessity therefor.

2. During maternity leave, earned and accumulated vacation time and earned compensatory time will be utilized when sick leave is exhausted.

3. Subject to approval by the appointing authority, employees covered by this Agreement who are entitled to maternity leave who are without or have exhausted accrued sick leave, vacation or compensatory time will be granted leave of absence without pay to the end of the period of maternity leave prescribed above. Leaves of absence may be granted by the appointing authority with approval of Civil Service for a period or periods not to exceed a total of one (1) year from the initial date of maternity leave, upon written request when accompanied by a doctor's certificate setting forth the need therefor.

4. Maternity leave shall not be granted beyond one (1) year.

D. 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.

E. Sick Leave

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

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

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

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

4. a. In all cases of illness, whether of short or long term, the employee is required to notify his superior of the reason for absence at the earliest possible time but in no event less than his usual reporting time, or other time as required each working day as necessitated by the circumstances. 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.

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

b. An employee who has been absent on sick leave for periods totalling ten (10) days in one (1) calendar year consisting of periods of less than five (5) days, shall submit acceptable medical evidence, but where reasonable and appropriate an affidavit of the employee shall be acceptable as medical evidence, for any additional sick leave in that year unless such illness is of a chronic or recurring nature requiring recurring absences of one (1) day or less in which case only one certificate shall be necessary for a period of six (6) months.

6. 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 (½) 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 \$12,000.00. This supplemental compensation shall be paid in a lump sum after the effective date of retirement or at the option of the employee on

quarterly dates: January 1, April 1, July 1, and October 1, with payments beginning on the quarterly date next following the date of retirement.

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.

F. Administrative Leave-Classified Service Program

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

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

3. Newly hired employees shall be granted one-half (½) day of administrative leave after each full calendar month of employment to a maximum of three (3) days during the remainder of the calendar year in which he is employed.

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

b. Priority in granting such requests shall be (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 (½) day, or multiples thereof and may be taken in conjunction with other types of paid leave.

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

G. 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 XXII

VACATION LEAVE AND ADMINISTRATIVE LEAVE FOR UNCLASSIFIED EMPLOYEES

1. 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 classified 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 employees 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 Association.

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

ARTICLE XXIII

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 Civil Service. Further leave in exceptional situations may be granted by the appointing authority with the approval of the Department of Civil Service, where it is in the public interest.

B. The appointing authority shall request approval from the Department of Civil Service for a leave of absence without pay up to a maximum period of one (1) year for an employee elected or appointed to a full-time position with the Association. Such leave may be renewed on an annual basis as the term of office of such position requires to a total period not exceeding four (4) years. Each such renewal is subject to approval by the Department of Civil Service.

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

ARTICLE XXIV

ASSOCIATION RIGHTS AND REPRESENTATIVES

A. Access to Premises

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

3. The above is not intended to restrict Association 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 Association Activity

1. The State agrees to provide leaves of absence with pay for delegates of the Association to attend Association activities. A total of 475 days of such leave of absence may be used during the period July 1, 1977 through June 30, 1978, and 475 days of such leaves of absence during the period July 1, 1978 through June 30, 1979. The total number of days of such leave which may be used in each year shall be exclusive of leave provided under the provisions of N.J.S.A. 38:23-2 and ordinarily granted under that statute.

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

b. Application for the use of such leave on behalf of the delegates or officers of the local council or chapter shall be made in writing twenty-one (21) days in advance by the Association President to the appointing authority where the individual is employed.

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

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

4. Any leave not utilized in a yearly period shall not be accumulated except where a written request of the Association 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 delegates of the Association to attend Association activities approved by the State. A total of 600 days of such leave of absence without pay may be used during the period July 1, 1977 to June 30, 1978; and 600 days during the year July 1, 1978 to June 30, 1979.

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.

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 Association. The space provided on each bulletin board will minimally approximate 30" by 30" or an equivalent. If the Association 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 Association. 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. Association elections and results thereof;
- b. Association appointments;
- c. Association meetings;
- d. Social and recreational events of the Association;
- e. Reports of official Association business and achievements.

3. The Association 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 Association, undertake to make specific postings of authorized materials on behalf of the Association.

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

D. Representation Lists

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

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

E. Association Stewards

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

F. Association Privileges

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

2. Where the unit representative has mail to be delivered to its Officers or other Representatives, the inter-office mail system will be made available, provided that priority is retained for the business of the State.

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

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

possible time.

5. The President of a Council or Chapter may request use of available space for storage of papers and files of the local council or chapter pertaining to State employees. Provisions of such space shall not be unreasonably withheld, when available; however, the provision of space shall not take priority over essential operational uses and the State shall incur no responsibility for the security or safety of any Association materials nor any liability for loss or damages which may occur. Further, the Association may be permitted to furnish file cabinets or other equipment related to the commitment above under the same conditions. The permission to utilize the facilities of the State may be withdrawn at anytime, but will not be unreasonably withdrawn.

6. When a managerial or consultant investigating or implementing committee seeks views of employees affected, one of the employees who will be allowed to speak shall be a person selected by the Association.

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

ARTICLE XXV

SENIORITY

I. Definition

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

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

II. Permanent Employee

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

B. Employees shall be considered to have job classification seniority upon successful completion of the probationary period (working test period), for the job classification effective on the first day worked following such successful completion but computed from the date of initial hire or promotion to the particular job classification. Such job classification seniority in the job classification to which the employee is assigned is accumulable unless there is or has been a break as set forth below or where the employee is appointed to another job classification.

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 XXVII 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 Civil Service.

E. The State agrees to supply current seniority lists to the Association 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 Civil Service, such as layoff and promotional rights. In such circumstances, seniority determinations and applications shall be determined by Civil Service. The terms and conditions of seniority pertaining to layoff and promotions are fully set forth in statutes and in the Civil Service Regulations and are intended to be observed in this administration of this Agreement. The provisions above are not intended to vary the application of the seniority provisions under rule or law as they pertain to layoff and promotional matters.

III. Provisional and Probationary Employees

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

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

C. Provisional appointments will not be made except in the case of an emergency as provided in N.J.S.A. 11:10-3 and 11:11-2. Where an examination is required, such will be scheduled at the earliest possible time.

ARTICLE XXVI

ACCESS TO PERSONNEL FILE

- A. Upon request and with reasonable notice, an employee shall have the opportunity to review and examine pertinent documents in his personnel history 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. Such response will be included in his permanent 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 EPEIS Program will be given to the employee upon his request.

ARTICLE XXVII

LAYOFF AND RECALL

- A. When it is necessary to layoff employees, the Association shall be notified at once and as far in advance as possible of the notice referred to in C. below and be supplied with relevant data concerning the layoff and procedures discussed and the conditions outlined below and the established protections administered by the Department of Civil Service shall be observed.
- B. 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. These non-permanent employees will be given minimum notice of at least two (2) weeks of any reduction in force.
- C. The State will provide a minimum of forty-five (45) calendar days notice of layoff to any permanent employee to be affected.
- D. Job classification seniority shall be a determining factor to be considered when identifying which permanent employees are to be laid off.
- E. 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.
- F. Permanent employees affected by layoff requirements may exercise bumping rights within their job classification or to equated or lower rated job classifications as provided.

G. The name of the permanent employee who is laid off shall be placed on a special reemployment list. 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.

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

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

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

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

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

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

K. 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 E., it is recognized that the provisions of paragraph A. through J. above are illustrative portions of the layoff and recall rights established under Civil Service Statutes and Regulations and that the overall system is administered by the Department of Civil Service. The Association reserves the right under applicable law to challenge changes to any of the foregoing.

ARTICLE XXVIII

LIABILITY CLAIMS INDEMNIFICATION

I. 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.

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

A. Defense of Employees

1. 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.

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

- a. the act or omission was not within the scope of employment; or
- b. the act or failure to act was because of actual fraud, willful misconduct or actual malice; or
- c. the defense of the action or proceeding by the Attorney General would create a conflict of interest between the State and the employee.
- d. 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.

e. 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.

f. 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.

B. Indemnification

1. 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.

2. 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.

3. 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.

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

ARTICLE XXIX

TRAVEL REGULATIONS

A. Transportation Allowance

1. a. 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 rate of fourteen (14) cents 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.

b. The rate cited in A.1.a. above, shall be adjusted as of January 1, 1978, to sixteen (16) cents for each reimburseable mile. This program is subject to the enactment of necessary enabling legislation.

2. Employees who do not hold a valid and current driver's license shall not drive.

3. 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.

4. 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.

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

ARTICLE XXX

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. The State will set up necessary job safety and health programs for all employees covered by this Agreement and shall provide a reasonably safe and healthful place of employment for all employees.

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

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

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

E. A designated and duly authorized member of the Association shall serve on the State Safety Committee.

F. 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.

G. The State and the Association shall establish a Joint Safety and Health Committee consisting of three (3) members appointed by each party. Regular meetings will be scheduled as required to discuss safety and health problems or hazards and programs and to make recommendations concerning improvement or modification of conditions regarding health and safety.

H. 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.

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

ARTICLE XXXI

TUITION REFUND AND EMPLOYEE TRAINING

A. Tuition Refund

Where a department or organizational unit of the State has established a tuition refund program, said department or organizational unit shall provide the Association with published description of such program, if available.

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 XXXII

SUBCONTRACTING OF WORK

If during the term of the Agreement, the State contracts out or subcontracts work normally performed by employees covered by this Agreement and such action results in layoff or job displacement, employees affected will be given every opportunity available to continue employment within their classification or any

other position available for which they are qualified prior to layoff or similar action. An employee thus affected will be protected by the provisions of this Agreement and by any relevant laws, rules and regulations. The State shall meet with the Association to negotiate all incidents of contracting or subcontracting whenever it becomes apparent that a layoff or job displacement might result.

ARTICLE XXXIII

PRESENTATION OF AGREEMENT TO EMPLOYEES

A. Printing of Agreement

Within thirty (30) days after 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 Association. The State shall distribute such copies of the Agreement to all employees in the unit and to the Association within a reasonable period of time after the Agreement has been executed. The cover of the Agreement shall include the seal of the State of New Jersey and the insignia or other appropriate designation of the unit representative.

B. Membership Packets

The Association representative may supply membership packets which contain information for distribution to employees in the unit, including the role of the Association representative, the membership application and a copy of this Agreement as well as other material mutually agreed to by the State and the Association representative. The State agrees to distribute such membership packets to all employees in the unit at the time such employees receive the copies of this Agreement and to new employees during the initial phases of employment.

ARTICLE XXXIV

COMPLETE AGREEMENT

The State and the Association acknowledge this and any Memorandum 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 Association and negotiated upon the request of the Association as may be required pursuant to Chapter 303 of the Laws of New Jersey and as amended.

ARTICLE XXXV

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 XXXVI

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 Civil Service Commission 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 Association agree to meet and renegotiate any provision so affected.

ARTICLE XXXVII

NOTICES

For the purpose of giving notice as provided in Article XXXVIII, Term of Agreement, and Negotiations Procedures, the State may be notified through the Director, Office of Employee Relations, Governor's Office, State House, Trenton, New Jersey, 08625; and the Association through the New Jersey State Employees Association, 15 West State Street, Trenton, New Jersey and the New Jersey Civil Service Association, 105 West State Street, Trenton, New Jersey.

ARTICLE XXXVIII

TERM OF AGREEMENT AND NEGOTIATIONS PROCEDURES

A. Term of Agreement

1. This Agreement shall become effective on the date when the Association presents written certification of proper ratification to the State and shall remain in full force and effect until June 30, 1979. 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, 1978 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, 1979, 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 Association have caused this Agreement to be signed by their duly authorized representatives as of this 19th day of January, 1978.

For the State of New Jersey:

Franklin D. Mason
Lynnie L. Starkoway
Sharon Richman
Jeffry A. Brockett
J.P. McKeown
Ray Biles
Loyle Bruner

For the New Jersey Civil Service Association and the New Jersey State Employees Association:

Dorene Riggo
Louise J. Brizzi
David L. Fox, III
Barbara L. Lee
Elyse J. Gammara
William H. Hays
Stella Cardo
Jessie H. Jones
Mary E. Boos
Linda B. Shaw
Jean Jacques
Rickey J. Sanchez
Rebbecca M. Stewart
Sylvia Goldberg
Blitha P. Plessky
Samuel V. Chiacchio
Henry Lambert III
William J. Homan
Edward B. Vigliano
Barbara C. Hude CSA
Nary A. Keri CSA
Hollie Ann McBlue

MEMORANDUM OF UNDERSTANDING I

It is agreed between the parties that a Committee not exceeding four members of the unit may form to review titles in the Unit which have been allocated to the unclassified service or to NL status. The review shall be conducted for the purpose of formulating recommendations, concerning those titles which the Committee feels should be reallocated to the classified service or to a fixed work week. Such recommendations shall be forwarded to the Chief Examiner and Secretary of the Civil Service Commission for consideration. It is further agreed that the Committee shall have access to public information and documents it may need in conducting the review which are available from the Department of Civil Service or other departments of the State.

When the Committee meets with the State during normal working hours to present its recommendations, it shall be without loss of pay. Other time requested for Committee activity shall, if reasonable, be authorized and charged to leave of absence for Association activity as provided herein.

MEMORANDUM OF UNDERSTANDING II

On or before October 1, 1977, the Association shall submit to the State a written list of unit employees, identified by title, who may be entitled to receive a clothing maintenance allowance. The State shall review the employees list submitted by the Association, and make a determination as to the eligibility of each of the listed employees, and forward the States determination's to the Association. In the event that there are disagreements as to the determinations of eligibility made by the State, within twenty (20) calendar days of receipt of the State's determinations, the Association may submit a written request for the appointment of an advisory panel. The panel shall consist of two (2) designees of the State, two (2) designees of the Association and one (1) third party neutral who is not a State employee and who is mutually satisfactory to both parties. Any costs of the services of a third party neutral shall be borne equally by the parties. The advisory panel, by majority vote, may recommend to the State the reconsideration for eligibility of any unit employee whose name appeared on the original Association list and was subsequently removed by the State. The recommendations of the advisory panel shall be submitted in writing to the State not later than thirty (30) days after the formation of the panel and shall set forth the facts upon which each recommendation for eligibility is based.

The disposition of these recommendations by the State as to the eligibility of any employee shall be final and no dispute arising herein shall be subject to the Grievance Procedure Article IV.

MEMORANDUM OF UNDERSTANDING III

The State and the Association agree that the following Articles or portion thereof contained in the Administrative and Clerical Services Unit Agreement apply to employees in the unclassified service included in the Unit:

<u>ARTICLE</u>	<u>TITLE</u>
	Preamble
I	Recognition of Rights and Definitions
II	Policy Agreements (except for B)
IV	Grievance Procedure
V	Discipline
VII	Compensation Plan and Program
VIII	Hours and Overtime
IX	Compensatory Time Balances
XV	Employee Performance Evaluation and Improvement System
XVII	Special Time Off
XIX	Retirement Benefits
XX	Health Benefits
XXI	Leaves of Absence (except for E & F)
XXII	Vacation Leave and Administrative Leave for Unclassified Employees
XXIV	Association Rights and Representatives
XXVI	Access to Personnel File
XXVIII	Liability Claims Indemnification
XXIX	Travel Regulations
XXX	Safety
XXXI	Tuition Refund and Employee Training
XXXIII	Presentation of Agreement to Employees
XXXIV	Complete Agreement
XXXV	Preservation of Rights
XXXVI	Effect of Law
XXXVII	Notices
XXXVIII	Term of Agreement and Negotiations Procedures

This Agreement is made without prejudice to grievances arising under any of the above enumerated Articles or portions thereof which are currently being processed by unclassified employees included in the unit and without prejudice to Association demands related to unclassified employees which demands are still the subject of negotiations between the parties.

MEMORANDUM OF UNDERSTANDING IV

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 prorations 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 their coverage are deemed to be outside the scope of the grievance procedure contained in the Agreement between the parties.

MEMORANDUM OF UNDERSTANDING V

It is understood by the parties that the Dental Plan agreed to in Article VI Section A.I.c. of this Agreement establishes the basic components of the plan but that the full details of administration, including open periods for enrollment and/or disenrollment, method of payment or reimbursement, and types of participants' identification, are to be formulated prior to submitting the plan to open competitive bidding. It is further agreed that the State shall seek the participation of the Union in the formulation of such details to insure that a full understanding of the plan exists between the parties.

MEMORANDUM OF UNDERSTANDING VI

The State, as represented by the Office of Employee Relations, shall meet and consult with the Union in order to discuss the development of the Deferred Compensation Plan and will provide all pertinent information to the Union relating to the time schedule, progress, specific conditions or other elements of the Plan.

MEMORANDUM OF UNDERSTANDING VII REEVALUATION

The State hereby agrees to seek a reevaluation of the titles listed below in accordance with the procedures of the Department of Civil Service and to implement any resulting change effective in the first pay period in January 1978.

Senior Audit Account Clerk

Senior Bookkeeping Machine Operator

Senior Clerk Bookkeeper

Senior Statistical Clerk

APPENDIX I

TITLE CODE	TITLE	TITLE CODE	TITLE
21732	Accident Record Clerk	23822	Clerk Stenographer B
52341	Account Adjuster State Lottery	23332	Clerk Transcriber
50451	Accounting Assistant	23232	Clerk Typist
22612	Addressograph Machine Operator	01773	Clinical Laboratory Technician
65513	Affirmative Action Investigator Public Contracts	21041	Coding Clerk
74242	Archives Technician	34804	Communications Officer Civil Defense
15831	Assistant Environmental Technician	21801	Communications Operator Trainee
55981	Assistant Field Representative Wage and Hour Compliance	64181	Community Program Analyst IV
16241	Assistant Field Worker Public Health	54323	Community Service Technician
74603	Assistant Museum Preparator Special Exhibits	53304	Computer Operator 1
40142	Assistant Storekeeper	53303	Computer Operator 2
36002	Assistant Supervisor of Administrative & Supply Services SLEPA	53302	Computer Operator 3
41945	Assistant Supervisor of Bridges and Structures	30611	Consumer Protection Aide
42145	Assistant Supervisor of Landscape Maintenance	93162	Continuity Coordinator PBA
42045	Assistant Supervisor of Signs and Traffic Lines	52902	Contract Report Assistant
03984	Assistant to the Executive Secretary Board of Nursing	52922	Contractors Classification Analyst
63692	Assistant to the President and Director Division of Equal Employment	27164	Corporation Technician I
74762	Audio Visual Technician	27163	Corporation Technician II
21632	Audit Account Clerk	26112	Court Attendant Workmens Compensation
50941	Auditor Intern First Year	36203	Court Clerk PIP
50944	Auditor Intern Fourth Year	57401	Court Clerk Tax Appeals
50942	Auditor Intern Second Year	56551	Damage Claims Evaluator
50943	Auditor Intern Third Year	53292	Data Entry Machine Operator
70172	Basic Education Aide I	53291	Data Entry Machine Operator Trainee
70171	Basic Education Aide II	53373	Data Processing Input Output Control Specialist
56072	Benefits Determination Aide	53372	Data Processing Input Output Control Specialist II
22332	Bookkeeping Machine Operator	53362	Data Processing Librarian II
22432	Calculating Machine Operator	53353	Data Processing Machine Operator 2
81432	Career Planning and Placement Assistant	53352	Data Processing Machine Operator 3
56471	Case File Evaluator	53384	Data Processing Scheduler I
64942	Claims Adjudicator Aide	53383	Data Processing Scheduler II
43973	Claims Adjuster Central Motor Pool	44951	Data Reduction Coder
20042	Clerk	60923	Day Care Counselor Assistant
21532	Clerk Bookkeeper	01045	Dental Laboratory Technician
20140	Clerk Driver	36202	Deputy Court Clerk PIP
20142	Clerk Driver	03162	Distributor of Biologics
23821	Clerk Stenographer A	14026	Drafting Technician
		14032	Drafting Technician
		31941	Driver License Examiner
		63043	Drug Abuse Aide
		72635	Education Planner I
		20063	Education Program Assistant I
		20062	Education Program Assistant II

18033	Electroencephalographer	74132	Library Assistant
53311	Electronic Accounting System Operator II	20432	Mail Clerk
16643	Electronics Technician 1	81121	Maintenance Materials Assistant
16642	Electronics Technician 2	81544	Media Technician I State Colleges
21012	Employment Security Clerk	81543	Media Technician II State Colleges
14040	Engineering Aide Trainee	81542	Media Technician III State Colleges
14043	Engineering Aide 1	21231	Medical Claims Review Clerk
13033	Engineering Aide 1 Materials	21054	Medical Records Technician
14042	Engineering Aide 2	21213	Medical Services Assistant
13032	Engineering Aide 2 Materials	20143	Messenger
15832	Environmental Technician	22022	Microfilm Machine Operator
46701	Equipment Control Clerk Environmental Protection	22013	Microfilm Searcher
70735	Equipment Control Coordinator	21033	Mortality Coding Clerk II
46702	Equipment Dispatcher Transportation	21032	Mortality Coding Clerk III
42331	Equipment Schedule Clerk	93124	Motion Picture Laboratory Technician PBA
56023	Examiner Engineer and Firemans License	93133	Motion Picture Sound Recordist PBA
59869	Executive Secretary	74605	Museum Preparator
64392	Field Representative Housing	74593	Museum Registrar
52361	Field Worker Lottery	74573	Museum Technician
16242	Field Worker Public Health	82423	Music Technician State Colleges
80212	Financial Aid Assistant	03843	Nursing Services Clerk
45012	Fingerprint Operator State Police	22232	Office Appliance Operator
01602	Forensic Laboratory Specimen Preparator	64372	Office Supervisor Housing and Urban Renewal
44922	Forensic Photographer	22532	Offset Machine Operator
01632	Forensic Technician Stenographer II	22530	Offset Machine Trainee
16513	Geo Coding Specialist	23213	Operator Automated Typewriter
54604	Graphic Artist I	62542	Operator Library Tape Duplication
54593	Graphic Artist II	44942	Photographer
54603	Graphic Artist II	44933	Photographer Environmental Protection
26133	Hearing Reporter	74693	Planetarium Technician
45032	Identification Officer	16432	Planning Aide
17044	Industrial Engineering Technician 1	16430	Planning Aide Trainee
17043	Industrial Engineering Technician 2	20422	Postal Clerk
04121	Institutional Aide	53294	Principal Data Entry Machine Operator
21813	Institutional Telephone Operator	41441	Printing Technician
56804	Insurance Investigator Public Utilities	81902	Program Assistant Educational Opportunity Program
45052	Intelligence Abstract Clerk	57402	Property Assistant Taxation
33451	Investigator Aide Office of the Public Defender	16633	Radiological Instrument Tester
80213	Investigator Student Loans	16632	Radiological Technician
01922	Laboratory Technician	20132	Receptionist
01921	Laboratory Technician Trainee	21812	Relief Telephone Operator
24831	Legal Secretary 2	54093	Research Technician
24832	Legal Secretary 1		

57122	Right of Way Investigator	44944	Senior Photographer
82281	Scheduler Student Center	20423	Senior Postal Clerk
24533	Secretarial Assistant 1	41442	Senior Printing Technician
24532	Secretarial Assistant 2	93024	Senior Public Information Assistant PBA
24531	Secretarial Assistant 3	52873	Senior Space Planning Assistant
59879	Secretary	20923	Senior Statistical Clerk
64332	Secretary Boards Urban Authority State Development Corporation	40033	Senior Stock Clerk
24521	Secretary Department of Transportation	21824	Senior Telephone Operator
75502	Secretary III Word Processing System	21834	Senior Telephone Operator
55422	Secretary Local Finance Board	22633	Senior Vari-Typist
22613	Senior Addressograph Machine Operator	20623	Senior Vault Clerk
74763	Senior Audio Visual Technician	21842	State Office Centrex Operator
21633	Senior Audit Account Clerk	20922	Statistical Clerk
22333	Senior Bookkeeping Machine Operator	40032	Stock Clerk
22433	Senior Calculating Machine Operator	40143	Storekeeper 2
20043	Senior Clerk	40021	Stores Clerk
21533	Senior Clerk Bookkeeper	82431	Studio Assistant Ceramics Laboratory
23823	Senior Clerk Stenographer	54594	Supervising Graphic Artist
23333	Senior Clerk Transcriber	82434	Supervisor Fine Arts Services
23233	Senior Clerk Typist	55492	Supervisor of Listings and Prospects
01774	Senior Clinical Laboratory Technician	52345	Supervisor of Validation and Winner Selection
26113	Senior Court Attendant Workmens Compensation	74633	Taxidermist
56552	Senior Damage Claims Evaluator	51329	Taxpayer Service Assistant
53293	Senior Data Entry Machine Operator	75262	Teaching Assistant
44952	Senior Data Reduction Coder	75272	Teaching Assistant 12 Months
14027	Senior Drafting Technician	50052	Technical Assistant Budget Bureau II
14033	Senior Drafting Technician	50051	Technical Assistant Budget Bureau III
15833	Senior Environmental Technician	82391	Technical Assistant Chemistry Laboratory
20723	Senior File Clerk	28234	Technical Assistant Civil Service 2
45013	Senior Fingerprint Operator State Police	28233	Technical Assistant Civil Service 3
44923	Senior Forensic Photographer	00231	Technical Assistant Epidemilogic Services
45033	Senior Identification Officer	41132	Technical Assistant Exhibits
01923	Senior Laboratory Technician	54591	Technical Assistant Graphic Arts
74133	Senior Library Assistant	65352	Technical Assistant II Labor and Industry
20433	Senior Mail Clerk	93103	Technical Assistant I PBA
21234	Senior Medical Claims Review Clerk	93102	Technical Assistant II PBA
22023	Senior Microfilm Machine Operator	74582	Technical Assistant Museum
74606	Senior Museum Preparator	82441	Technical Assistant Psychology Laboratory
22233	Senior Office Appliance Operator	93021	Technical Assistant Public Information PBA
22533	Senior Offset Machine Operator	62041	Technician Management Information Systems
23214	Senior Operator Automated Typewriter	21823	Telephone Operator
		21811	Telephone Operator Typist

23432	Teletype Operator
23431	Teletype Operator Trainee
27332	Title Clerk Motor Vehicles
57162	Title Searcher
93164	Traffic Coordinator PBA
12442	Traffic Enumerator
22632	Vari Typist
20642	Vault Clerk
62345	Veterans Service Officer I
62344	Veterans Service Officer II
55612	Wildlife Control Representative

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