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# AGREEMENT THE STATE OF NEW JERSEY



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NEW JERSEY  
JAN 10 1997  
10:00 AM STATE OF  
TRENTON, NJ



**NEW JERSEY CIVIL SERVICE ASSOCIATION  
and  
NEW JERSEY STATE EMPLOYEES ASSOCIATION**

**Administrative and Clerical Services Unit  
July 1, 1974 — June 30, 1977**

**ADMINISTRATIVE AND CLERICAL SERVICES  
UNIT**

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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 the 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 and provisional employees of the State of New Jersey as certified by the Public Employment Relations Commission and listed by job classifications in Appendix 1.\*

b. Whenever new classifications of employees are created, the State shall assign to such classifications an appropriate unit designation. 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 cannot reach agreement following such discussions, the dispute may only be submitted to the Public Employment Relations Commission for resolution consistent with its rules and regulations.

3. Excluded are:

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

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\*See Memorandum of Understanding — III

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

**B. COMPREHENSIVE EMPLOYMENT AND TRAINING ACT (CETA)**

Effective immediately, 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 the 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.

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.

**C. MANAGEMENT RIGHTS**

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.

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 the 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 XIII or a day especially designated by the Governor.
3. The term "work unit" refers to a group of employees whose activities are closely related and whose conditions of work are governed by a single element of managerial activity.
4. "Organizational Unit" is a functional activity of an institution, bureau, or agency of one of the departments of State government.
5. 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.

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

**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, political affiliation, or Association membership.

**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**

The State agrees to deduct from the regular paycheck of any employee the 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 promptly process and send it to the Centralized Payroll Section, Department of Treasury, for implementation in the following payroll period. Dues deduction shall be made no later than two (2) weeks after the complete, correct and signed authorization form is received by the Centralized Payroll Section, Treasury.

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

The Association shall certify to the State the amount of Association dues and shall notify the State of any change in the amount of dues to be deducted at least forty-five (45) days in advance of the intended effective date of such change.

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 for the purpose of negotiations on 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 job 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 parties 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 term of this Agreement.

#### **E. ADMINISTRATION OF AGREEMENT**

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.

Said committee meetings shall be scheduled some time during the third week of March, June, September and December. For the purpose of this Agreement these meetings are not intended to by-pass 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.

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

A maximum of five (5) employee representatives of the Association 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 the Civil Service law and the rules and regulations promulgated thereunder are to

be observed in the administration of this Agreement, except and to the extent that this Agreement pertains to subjects not therein contained. Where the terms of the Agreement specifically indicate an understanding contrary to or in conflict with any such provisions, the parties agree 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 to the Legislature.

### **ARTICLE IV**

#### **GRIEVANCE PROCEDURE**

##### **A. Grievance Definition**

A "grievance" is:

1. A breach, mis-interpretation or improper application of the terms of this Agreement; or

2. A claimed violation, mis-interpretation, or mis-application 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. 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. There shall be no presumption of guilt. The employee and/or the Association, if present, may request and receive a copy of such recording.

4. 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.

5. 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. 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. This grievance procedure shall not serve as an avenue of appeal for matters which must by law or Civil Service rules be decided by Civil Service through its exclusive appeal procedure which shall include but not be limited to the following unless same are changed by law:

- a. Removal
- b. Suspension of more than five (5) days at one (1) time
- c. Suspension or fines more than three (3) times or for an aggregate of more than fifteen (15) days in one (1) calendar year
- d. Demotion (lowering in rank, rate or range)
- e. Layoffs
- f. Removal at end or during working test period
- g. Classification reviews
- h. Salary range reviews
- i. Removal of names from eligible list
- j. Examination reviews

3. The provisions of Article II, B., Prior Benefits and Practices, are not subject to 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 suggests it is appropriate and where the parties mutually agree, such grievance may be initiated at or moved to step two or step three without a hearing at a lower step(s). A grievance concerning disciplinary suspension of five (5) days or less and any disciplinary action affecting provisional employees shall be initiated at step three.

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. 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.

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

8. 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.

### **E. Grievance Time Limits and Management Responses**

1. A grievance must be filed initially within eighteen (18) calendar days from the date on which the act which is the subject of the grievance occurred or eighteen (18) calendar days from the date on which the grievant should reasonably have known of its occurrence. Other references to days in this process are working days of the part 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. 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 five (5) 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 in 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 or the Association's designated local or field representatives.

##### **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

## ARTICLE V

### SALARY COMPENSATION PLAN AND PROGRAM

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-contractual grievance as defined in A. 2, or if 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.

#### A. Special Salary Program

1. It is agreed that during the term of this Agreement for the period July 1, 1975—June 30, 1977, 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 herein or, if later, within a reasonable time after enactment of the appropriation.

For the fiscal year July 1, 1975 through June 30, 1976:

(1). Normal merit increment shall be paid to all employees eligible for such increments within the policies of the State Compensation Plan during the fiscal year 1975-1976. In light of the availability of funds appropriated for the purpose set forth in subparagraphs (a) and (b) and (c) below:

- (a). Eligible employees earning a base salary rate, exclusive of overtime, of \$12,000 per year or less, shall receive implementation of their normal merit increment with retroactivity to their respective anniversary dates in the event such date has passed, as of the implementation of this Agreement.
- (b). Eligible employees earning a base salary rate, exclusive of overtime, of more than \$12,000 per year shall receive implementation of their normal merit increment on the quarterly anniversary date next following their actual anniversary date. In the event the next following quarterly anniversary date has passed as of the implementation of this Agreement, eligible employees will be given retroactive payments to that date. When the additional required funds are appropriated for this purpose, employees whose normal merit increment was not implemented on their actual anniversary date will receive retroactive payment to their actual anniversary date.
- (c). Employees serving in class titles for which the salary ranges have been truncated as a result of the assigned minimum annual authorized hiring rates of \$6360 for a 40 hour work week, \$5874 for 37½ or NL work week, or \$5565 for a 35 hour workweek, who are at the maximum step in their respective salary ranges and who are otherwise eligible for a normal merit increment, shall receive cash payments equal to the value of an increment applied from their respective anniversary dates, with retroactivity where warranted, to the end of the fiscal year. These cash payments, which shall be one-

quarter of the annual value of the normal merit increment, shall be made to employees then currently employed upon completion of each quarter year of eligibility. Employees who have been at the maximum step of these truncated salary ranges for longer than one (1) full year at the beginning of the fiscal year shall be eligible for the four (4) quarter payments provided herein. No employee shall be entitled to more than four (4) quarterly payments and no eligibility for such payments shall accrue beyond the fourth quarter of this fiscal year. These cash payments shall not constitute an addition to the base salary of the employees affected nor shall they be construed to be a modification of the State Compensation Plan.

(2). Each full-time employee with one (1) year or more of service as of July 1, 1975 shall be entitled to a one (1) time cash payment if currently employed on the date of such payment. Such payment shall not constitute a modification of the State Compensation Plan. Each employee who is earning a base salary rate, exclusive of overtime, of \$12,000 or less shall receive a cash payment of \$250. Each employee who is earning a base salary rate, exclusive of overtime, of more than \$12,000 shall receive a cash payment of \$125. Employees who have at least six (6) months of service but less than a full year of service as of July 1, 1975 shall receive one-half (½) of one (1) of the cash payments as outlined above depending on their base salary exclusive of overtime.

b. The State administered Prescription Drug Program shall be continued during the remainder of the fiscal year 1975-1976 and the State shall provide any necessary funds to maintain the current program.

c. Subject to the State legislature enacting an appropriation of funds for these specific purposes, the State agrees to provide the following

(1). There shall be a seven (7) percent increase across the board for all employees effective in the first pay period of the fiscal year 1976-1977. The State Compensation Plan salary schedules shall be adjusted in accordance with established procedures to incorporate the increase for each step of each salary range. Each employee shall receive the increase by remaining at the step in the range occupied prior to this adjustment.

(2). Normal merit increments shall be paid to all employees eligible for such increments within the policies of the State Compensation Plan.

(3). The State administered Prescription Drug Program shall be continued for the remainder of the Agreement and the State shall provide any necessary funds to maintain the current program provided for these employees.

(4). After application of the modification of the salary structure as provided in (1) above, the State shall adjust its minimum annual salaries through the normal procedures within the State Compensation Plan to reflect an improvement in the minimum annual salaries as shown below.

	<i>From</i>	<i>To</i>
35 hour week	\$5,565	\$6,000
40 hour week	\$6,360	\$6,800
37½ or NL week	\$5,874	\$6,300

To achieve implementation of the agreements made above, subject to the availability of funds appropriated by the Legislature for those specific purposes, the State shall seek introduction and enactment of appropriate funding measures to provide the monies for each fiscal year.

## **B. Salary Program Administration**

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

1. A system of position classifications with appropriate position descriptions. Copies of current position descriptions will be made available to the 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 modifications 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 those changes will be negotiated with the Association and such negotiation shall commence within thirty (30) days of the date upon which the Association requests negotiation of the matter.

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

## **ARTICLE VI**

### **POSITION CLASSIFICATION REVIEW**

The Association may request a re-evaluation of a position (job classification), on the basis of job content change only. The State will review such a request and will re-evaluate 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 VII

### HOURS AND OVERTIME

#### A. HOURS OF WORK

1. The number of hours in the work week 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 work week shall consist of five (5) consecutive work days.

#### B. REST 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.

#### C. OVERTIME

1. Employees covered by this Agreement will be compensated at the rate of time and one-half for overtime hours accrued in excess of the normal hours of the established work week. These compensation credits shall be taken in compensatory time or in cash.
2. When a work shift extends from one 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 work week.
4. Hours worked on a holiday are not considered hours worked for the computation of regular overtime in the work week but shall be compensated at time and one-half in addition to the holiday credit.
5. "Scheduled overtime" means overtime assigned prior to the day on which it is to be worked. Ordinarily scheduled overtime is planned and assigned in advance.
6. "Non-scheduled overtime" means assigned overtime made on the day on which it is to be worked.
7. "Incidental overtime" means assigned non-scheduled overtime worked at 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 assignment with a reasonable excuse will not be subjected to disciplinary action.

11. 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.

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.

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 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 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.

#### 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. LEGISLATIVE CHANGE**

If Amendments to the Federal Fair Labor Standards Act require modifications of the State Compensation Plan, as it applies to employees in this unit, it is agreed that such modification shall not be made or implemented without prior negotiation with the Association.

#### **F. 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.

#### **G. 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 VIII OUT-OF-TITLE WORK**

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

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 five (5) 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 ten (10) days of that hearing. Any dispute concerning the phasing out period will be resolved through the grievance procedure.

### **ARTICLE IX TRANSFER, REASSIGNMENT AND PROMOTION**

#### **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 there is a transfer or combining of function of one (1) unit with or to 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 was 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.

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

3. Upon any transfer of a permanent employee, all sick leave and

vacation balances shall be transferred with the employee, except that:

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

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

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 reassignment will not be abused.

4. When personal 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 opening.

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

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. 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 specially 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 that 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.

## **E. PROMOTION**

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

1. Upon promotion of a permanent employee, all sick leave and vacation balances shall be transferred with the employee.

2. Upon promotion, an employee shall be informed of his new rate of pay one week in advance of the effective date.

3. It is agreed that eligible employees who are fully qualified and apply for any promotional examination will be given preferential consideration over any employee outside the scope of the organizational unit.

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

Promotions shall be made in accordance with Rules of the Department of Civil Service, shall be consistent with the principles of the merit system, and shall be available to eligible employees who have served in such eligible employment for the appropriate period of time.

## **ARTICLE X**

### **JOB POSTING AND ANNOUNCEMENTS**

#### **A. JOB POSTING**

To provide advancement opportunities for employees within a department or organizational unit, existing or planned job vacancies shall be posted prominently. The posting shall include a description of the job, any required qualifications, the location of the vacancies and the procedure to be followed by employees interested in making application.

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

Provisional appointments will be made only when there is no Civil Service list, or an incomplete list, of interested eligibles. 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 the rules and procedures of the Civil Service Commission as soon as practicable.

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

Where a promotion or 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.

#### **B. ANNOUNCEMENTS**

When announcements are published by the State which describe available educational programs or State scholarships, such materials will be posted prominently in order that interested employees may be informed of this availability. Copies of these items will be sent to the Association.

## **ARTICLE XI**

### **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 to take such examinations if they are scheduled during the work shift of the employee. Such privileges may not be abused.

## **ARTICLE XII**

### **EMPLOYEE PERFORMANCE EVALUATION AND IMPROVEMENT SYSTEM**

A. 1. The State will maintain a performance evaluation 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 advised of 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 reasons 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. A written record of such conference shall be provided to the employee within three (3) weeks of the conference.

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

1. 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.

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

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 quarterly action dates which follow the anniversary date of the employee, 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 acknowledgment but shall not be construed to mean agreement with the content unless such agreement is stated thereon by the employee.

**F. Orientation Material**

The State will use a variety of communications media, which may include booklets, pamphlets, publications, letters and announcements, to keep employees informed on the current status of the 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.

**ARTICLE XIII**

**HOLIDAYS AND SPECIAL TIME OFF**

**A. DESIGNATED HOLIDAYS**

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

- New Year's Day
- Martin Luther King's Birthday (January 15th)
- Lincoln's Birthday
- Washington's Birthday (3rd Monday in February)
- Good Friday
- Memorial Day (Last Monday in May)
- Independence Day
- Labor Day

- Columbus Day (2nd Monday in October)
- Election Day
- Veteran's Day (4th Monday in October or as specified)
- Thanksgiving Day
- Christmas Day

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

The celebration of Christmas Day 1976, New Year's Day 1977 and Martin Luther King's Birthday 1977, each of which fall on a Saturday, shall be on the date of the holiday except that employees working for agencies of the State which are not scheduled for normal operations on those dates shall celebrate each of those holidays specified above on the prior Friday. In no case is it intended that any employee will be granted more than one (1) holiday for each holiday.

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

**B. SPECIAL TIME OFF**

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.

**ARTICLE XIV**

**VACATIONS**

A. All 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. 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 the 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 work. Only one (1) year of earned vacation allowance may be carried forward into the next succeeding year. 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 annual allowance shall be computed on the basis of the number of full months at each rate. The new rate shall be effective in the first full month following his anniversary date of hire.

## ARTICLE XV 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 ( $\frac{1}{4}\%$ ) 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 percent (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 (⅔) 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 provisions 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 Options 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, 1940 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.

Newly employed veterans can also get free credit for public employment in New Jersey 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 on 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 XVI**

### **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. Effective August 1, 1975, the Program incorporates the Blue Shield "Series 750" plan relating to surgical fee schedules. By February 1, 1976, 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. 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 employees accumulated sick and vacation leave and who are granted an approved sick leave without pay, with the State paying the cost.

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 the paragraph above for the next ninety (90) 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.

#### **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 the cost of charges under Part B of the Federal Medicare Program covering the eligible employee and the employee's spouse.

#### **C. PRESCRIPTION DRUG PROGRAM**

It is agreed that the State shall establish a Prescription Drug Benefit Program. 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 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.

Each employee shall, upon initiation of the Program, be provided with an authorization and identification card, a list of the participating pharmacies in the Program and a brochure describing the details of the Program. It is further agreed that the brochure shall incorporate on its title page the joint State and Association initiative and participation in this Program.

A committee of the State and the Association shall periodically review the establishment and effectiveness of the Program or problems which arise thereunder.

The authorization and identification card shall include the Association identification and emblem(s).

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

## **ARTICLE XVII**

### **LEAVES OF ABSENCE**

#### **A. LEAVE OF ABSENCE DUE TO INJURY (SLI)**

All employees covered by this Agreement who are disabled because of a 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.

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 Workmen's Compensation Act for temporary disability.

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 employees.

When such leave is granted, the employee shall not be charged ordi-

nary sick leave or vacation. However, if this leave (SLI) expires, the employee may utilize sick leave or vacation if required to remain off duty.

## **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 (1) day to the next, and the required appearance is during a shift period not immediately contiguous to his scheduled shift, the employee shall have the option of choosing to be excused from the scheduled 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**

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 third (3) 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.

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

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.

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 reenters 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 a 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. 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 addi-

tion to vacation, sick and administrative leave.

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 the employee's immediate family or for the attendance of the employee upon a member of the immediate family who is seriously ill, but such sick leave shall not include any extended period where the employee serves as nurse or housekeeper during this period of illness.

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

b. In each full calendar year thereafter, he shall be entitled to fifteen (15) days sick leave. The leave is credited in advance at the beginning of the year in anticipation of continued employment for the full year and may be used on 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, or necessitated by the circumstances. If the duration of 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. 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.

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

#### **6. Unused Sick Leave — Retirement.**

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.

The supplemental compensation to be paid shall be computed at the rate of one-half ( $\frac{1}{2}$ ) of the eligible employee's daily rate of pay for each day of earned and unused accumulated sick leave based upon the average annual compensation received during the last year of his employment prior to the effective date of his retirement, provided, however, that no such supplemental compensation payment shall exceed \$12,000. 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**

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

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.

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

3. Administrative leave shall be granted by the appointing authority upon request of the employee and leave shall be scheduled in advance

provided the request may be granted without interference with the proper conduct of the government function involved.

Priority in granting such requests shall be a. emergencies, b. observation of religious or other days of celebrations 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 3. 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.

4. 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 XVIII**

#### **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 XIX**

#### **ASSOCIATION ACTIVITIES 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 shift.

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 many attend such meetings during off duty hours. Lessor 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. State agrees to provide leaves of absence for delegates of the Association to attend Association activities. A total of 475 days of such leave may be used in the year July 1, 1974 to June 30, 1975, and 475 days during the year July 1, 1975 to June 30, 1976 and 475 days during the year July 1, 1976 to June 30, 1977. 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. 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.

Application for the use of such leave on behalf of the delegates or officers of the local council 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 carryover 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 in the year July 1, 1976 to June 30, 1977.

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 erect 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 above. Requests for permission for such postings shall be granted by the Departmental or appropriate subordinate level of management.

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

4. 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 Section 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. ASSOCIATION REPRESENTATION LIST**

The Association agrees to furnish the State with complete written lists of Association representatives including Shop Stewards 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.

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 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 acceptable to the State. Should conflict arise in the administration of this clause, the parties agree to resolve the conflict(s) through further discussion.

## **ARTICLE XX**

### **ASSOCIATION PRIVILEGES**

A. 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.

B. Where the unit representative has mail to be delivered to its officers or other representatives, the interoffice mail system will be made available, provided that priority is retained for the business of the State.

C. 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 system broadcast is open to the public or to persons in the care and custody of the State.

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

## ARTICLE XXI

### SENIORITY

A. A newly hired employee shall be considered probationary and without seniority.

B. An employee shall on the day worked immediately following the successful completion of the probationary period be considered to have State seniority as of the date of hire. Such State seniority shall accumulate until there is a break in service.

C. An employee shall be considered to have job classification seniority upon successful completion of the probationary period for that job as of the date of employment or permanent promotion to that job. Job classification seniority shall accumulate until there is a break in service.

D. 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.

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

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

## ARTICLE XXII

### ACCESS TO PERSONNEL FILE

Upon request and with reasonable notice, an employee shall have an 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 to 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.

## ARTICLE XXIII

### LAYOFF AND RECALL

A. When it is necessary to layoff employees, the Association shall be

notified at once, 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 an organizational unit will not be laid off before any emergency appointments, temporary appointments to temporary extra positions, provisional appointments to permanent positions or employees serving in working test periods within the classification affected. 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 avoid layoff by transferring, reassigning or offering to demote employees to available vacancies.

F. Permanent employees affected by layoff requirements may exercise bumping rights within their job classification 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, except for those with unsatisfactory performance ratings, will be recalled to work in the reverse order in which they were laid off by the appointing authority. Notice of recall will be made in writing by mail to the employee's home address of record.

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

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

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

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

**ARTICLE XXIV**

**LIABILITY CLAIMS INDEMNIFICATION**

All employees covered by this Agreement shall be entitled to defense and indemnification by the State against liability claims or judgments arising out of the performance of their official State duties as set forth in the Laws of 1972, Chapters 45 and 48.

**ARTICLE XXV**

**TRANSPORTATION ALLOWANCE**

Whenever an individual employee is authorized to use his privately owned vehicle the State will be responsible for indemnification pursuant to appropriate legislation for such sanctioned use and shall reimburse the employee at the rate of fourteen (14) cents for each mile of such use.

Employees who do not hold a valid and current drivers license shall not drive. Authorization for such use is predicated on the individual maintaining basic automobile insurance and current registration.

**ARTICLE XXVI**

**SAFETY**

A. The State shall continue to make reasonable provisions for the safety and health of its employees during the hours of their employment. 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 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 XXVII**

**TUITION REFUND AND EMPLOYEE TRAINING**

**A. TUITION REFUND**

The tuition refund program of the State shall be continued during the term of this Agreement. Further, because of the special interests of employees and the Association, the availability and utilization of the program shall be part of the agenda for subsequent joint meetings to review the administration of this Agreement as provided elsewhere herein. It shall be the policy of the State, together with the Association, to provide information as to the availability of the program to all employees.

**B. EMPLOYEE TRAINING**

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.

**ARTICLE XXVIII**

**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 XXIX**

**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 XXX**

**PRESENTATION OF AGREEMENT TO EMPLOYEES**

**A. PRINTING OF AGREEMENT**

Within thirty (30) days after signing 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 XXXI**

**WAIVER**

The State and the Association acknowledge this 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 predating the date of signing of this 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 N.J. and as amended.

**ARTICLE XXXII**

**PRESERVATION OF RIGHTS**

Notwithstanding any other provision of the Agreement and this Reopener, the parties hereto recognize and agree that they separately maintain and reserve all rights to utilize the processes of the Public Employment Relations Commission and to seek judicial review of/or interpose any and all claims or defense 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 XXXIII**

**EFFECT OF THE LAW**

**A. LEGISLATIVE ACTION**

1. If any provisions of this Agreement require legislative action, or adoption or modification of the rules and regulations of the Civil Service Commission to become effective, or 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 fringe benefit 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 XXXIV

##### NOTICES

For the purpose of giving notice as provided in Article XXXV Term of Agreement, 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 XXXV

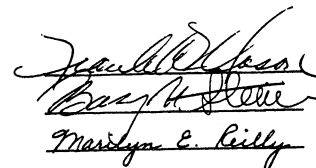
##### TERM OF AGREEMENT

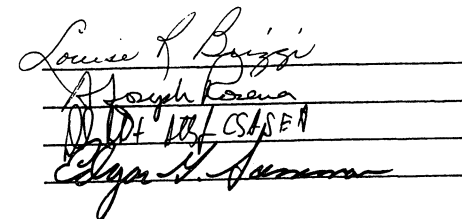
The Agreement dated July 16, 1974 as modified and supplemented by the Agreement of December 12, 1975, the provisions of which have been incorporated into the appropriate Articles herein, shall become effective May 1, 1976 except for Article V, Section A, Special Salary Program, which becomes effective as specifically stated therein, and shall remain in full force and effect until June 30, 1977.

The Agreement shall automatically 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, 1976, or any succeeding year for which the Agreement has been renewed.

IN WITNESS WHEREOF, the State and the Association have caused this Agreement to be signed by their duly authorized representatives.

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

  
Marilyn E. Kelly

  
Louise R. Bizzi  
Joseph Corano  
Edgar V. Johnson

Dated: December 12, 1975

**MEMORANDUM OF UNDERSTANDING — I**

It is understood that the Agreement of December 12, 1975, is not intended to preclude the Association from exercising any lawful rights or remedies regarding matters which are the subject of such Agreement, provided, however, that the State does not concede that the Association has any valid claims concerning such matters and specifically reserves the right to rely upon the course of conduct of the parties in the negotiations leading up to the Agreement and the substantive terms of the Agreement, in defense of any action or proceeding instituted by the Association.

It is agreed the above understanding pertains in particular to the non-waiver of rights of the Association regarding matters referred to in Article V, Section A, which might exist in the absence of the Agreement of December 12, 1975. For example, claims that increments are due without being contingent upon appropriations of funds which claims are not waived, and such rights, if any, continue until the actual payments are made.

**MEMORANDUM OF UNDERSTANDING — II**

In the event that legislative action has the effect of modifying Article V, Section A, Special Salary Program, in such a way that the Salary and Fringe Benefit Program as modified can not be implemented within the intent of the paragraph, upon the prompt request of the Association the parties will meet to negotiate on the matter of implementation, unless the legislative modifications provide for a substantially complete method of implementation.

For the State of New Jersey

*Frank A. Mason*  
*David I. Fox*  
*Maryann E. Kelly*

For the Association — representing the Administrative and Clerical Services Unit

*Louise T. Biggi*  
*Joseph Coronea*  
*DDF W/CSA SEA*  
*Edgar A. ...*

**MEMORANDUM OF UNDERSTANDING — III**

A. The recognition Article of the Agreement between the parties shall be deemed to include all permanent part-time employees who are regularly scheduled to work twenty (20) or more hours per week and who are included in the classifications listed in the Appendix to the Agreement.

B. The inclusion of certain part-time employees within the negotiating unit as set forth in paragraph A above, 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 proration will be made in accord with their part-time status.

C. Permanent part-time employees, as described in paragraph A above, shall be entitled to one-half of the one-time cash payment described in the Agreement between the parties for the period July 1, 1975 to June 30, 1976, under the conditions set forth in such Agreement. Salary level eligibility shall be determined by annualizing their base salary on a full-time basis.

D. Disputes concerning whether part-time employees as described in paragraph A above, 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.

For the State:

*Frank A. Mason*  
Frank A. Mason  
Director  
Office of Employee Relations  
Date *June 3, 1976*

For the Association:

*David I. Fox*  
David I. Fox  
Attorney

APPENDIX I

21732	Accident Record Clerk	64924	Claims Adjudicator Aide	14032	Drafting Technician	45052	Intelligence Abstract Clerk
50451	Accounting Assistant	20042	Clerk	31941	Driver License Examiner	33451	Investigator Aide Office of the Public Defender
22612	Addressograph Machine Operator	21532 20142	Clerk Bookkeeper	63043	Drug Abuse Aide		Investigator Student Loans
81933	Administrative Assistant Center for Occupational Education	23821 23822 23332	Clerk Driver	72635	Education Planner I	80213	Laboratory Technician
81532	Administrative Assistant Library	23232B 21041	Clerk Stenographer A	20063	Education Program Assistant I	01922B 01921	Laboratory Technician Trainee
74242	Archives Technician	21801	Clerk Stenographer B	20062	Education Program Assistant II	24832	Legal Secretary 1
15831	Assistant Environmental Technician	64181	Clerk Transcriber	18033	Electroencephalographer	24831	Legal Secretary 2
55981	Assistant Field Representative Wage and Hour Bureau	64175	Clerk Typist	16643B	Electronics Technician 1	74132	Library Assistant
16241	Assistant Field Worker Public Health	53304	Coding Clerk	16642B	Electronics Technician 2	20432	Mail Clerk
74603	Assistant Museum Preparator Special Exhibits	53303 53302	Communications Operator Trainee	21012B	Employment Security Clerk	81121	Maintenance Materials Assistant
40142	Assistant Storekeeper	93162	Community Program Analyst 4	14040	Engineering Aide Trainee		Media Technician 1 State Colleges
36002	Assistant Supervisor of Administrative and Supply Services SLEPA	30611 52902 52922	Community Service Officer 1 PBA	14043B 13033	Engineering Aide 1	81544	Media Technician 2 State Colleges
41945	Assistant Supervisor of Bridges and Structures	26112B	Computer Operator 1	14042	Engineering Aide 1 Materials		
42145	Assistant Supervisor of Landscape Maintenance	36203	Computer Operator 2	13032	Engineering Aide 2	81543	
42045	Assistant Supervisor of Signs and Traffic Lines	57401 56551	Computer Operator 3	13032	Engineering Aide 2 Materials		
03984	Assistant to the Executive Secretary Board of Nursing	53292 53291	Continuity Coordinator PBA	15832	Environmental Technician		
27125	Assistant to the Supervisor of Wage Collections	53373	Computer Operator 3	46701	Equipment Control Clerk Environmental Protection	81542	Media Technician 3 State Colleges
74762	Audio Visual Technician		Contract Report Assistant	46702	Equipment Dispatcher Transportation	21231	Medical Claims Review Clerk
21632	Audit Account Clerk	53372	Contractors Classification Analyst	11633	Equipment Inspector Transportation	21213	Medical Services Assistant Messenger
50941	Auditor Intern First Year		Court Attendant Workmens Compensation	42331	Equipment Schedule Clerk	20143	Microfilm Machine Operator
50942	Auditor Intern Second Year	53362	Court Clerk PIP	59869	Executive Secretary	22022	Microfilm Searcher
50943	Auditor Intern Third Year	53353	Court Clerk Tax Appeals	56023	Examiner Engineer and Firemans License	22013	Mortality Coding Clerk
50944	Auditor Intern Fourth Year		Damage Claims Evaluator	64392	Field Representative Housing	21032	Motion Picture Laboratory Technician PBA
70172	Basic Education Aide I	53352	Data Entry Machine Operator	52361	Field Worker Lottery	93133	Motion Picture Sound Recordist PBA
70171	Basic Education Aide II		Data Entry Machine Operator Trainee	64392	Field Worker Public Health		Museum Preparator
56072	Benefits Determination Aide	53384	Data Processing Input Output Control Specialist	45012	Fingerprint Operator State Police	74605 74593A	Museum Registrar
22332	Bookkeeping Machine Operator	53383 44951	Data Processing Input Output Control Specialist	01602	Forensic Laboratory Specimen Preparator	74573 82423	Museum Technician
22432	Calculating Machine Operator	01045 36202	Data Processing Librarian 2	44922	Forensic Photographer		Music Technician State Colleges
56471	Case File Evaluator	14026	Data Processing Machine Operator 2	01633	Forensic Technician Stenographer	22232 64372	Office Appliance Operator Office Supervisor Housing and Urban Renewal
			Data Processing Machine Operator 3	54593	Graphic Artist		Offset Machine Operator
			Data Processing Scheduler 1	26133	Hearing Reporter	22532	Offset Machine Trainee
			Data Processing Scheduler 2	45032	Identification Officer	40420	Operator Automated Typewriter
			Data Reduction Recorder	17044	Industrial Engineering Technician 1	23213 63232B	Personnel Aide
			Dental Laboratory Technician	17043B	Industrial Engineering Technician 2	63230	Personnel Aide Trainee
			Deputy Court Clerk PIP	04121	Institutional Aide	44942	Photographer
			Drafting Technician	21813	Institutional Telephone Operator	44933 74693	Photographer Environmental Protection Planetarium Technician

16432	Planning Aide	56522	Senior Damage Claims Evaluator	93102	Technical Assistant II PBA	23432	Teletype Operator
16430	Planning Aide Trainee			28234	Technical Assistant Civil Service 2	27332	Title Clerk Motor Vehicles
20422	Postal Clerk	53293	Senior Data Entry Machine Operator		Technical Assistant Civil Service 3	57162	Title Searcher
53294	Principal Data Entry Machine Operator	14027B	Senior Drafting Technician	28233	Technical Assistant Exhibits	93164	Traffic Coordinator PBA
40025	Principal Mechanical Stores Clerk	14033	Senior Drafting Technician	41132	Technical Assistant Graphic Arts	12442	Traffic Enumerator
41441	Printing Technician	20723	Senior File Clerk	54591	Technical Assistant Museum	22632	Vari-Typist
63882	Program Analyst Public Service Careers	45013	Senior Fingerprint Operator, State Police	74582	Telephone Operator	20642	Vault Clerk
81901	Program Assistant Educational Opportunity Fund Stockton	44923	Senior Forensic Photographer	21823	Telephone Operator Typist	62345	Veterans Service Officer 1
		45033	Senior Identification Officer	21811		62344	Veterans Service Officer 2
		01923B	Senior Laboratory Technician			55612	Wildlife Control Representative
		74133	Senior Library Assistant				
57402	Property Assistant Taxation	20433	Senior Mail Clerk				
16633	Radiological Instrument Tester	22023	Senior Microfilm Machine Operator				
20132B	Receptionist	21033	Senior Mortality Coding Clerk				
21812	Relief Telephone Operator	74577	Senior Museum Preparator				
54093	Research Technician Labor and Industry	22233	Senior Office Appliance Operator				
57122	Right of Way Investigator	22533	Senior Offset Machine Operator				
24533	Secretarial Assistant 1		Senior Photographer				
24532	Secretarial Assistant 2	44944	Senior Postal Clerk				
24531	Secretarial Assistant 3	20423	Senior Printing Technician				
59879	Secretary	41442	Senior Public Information Assistant PBA				
64332	Secretary Boards of Urban Loan Authority and State Development Corporation	54453B	Senior Space Planning Assistant				
		52873	Senior Statistical Clerk				
24521	Secretary Dept. of Transportation	20923	Senior Stock Clerk				
55422	Secretary Local Finance Board	40033	Senior Telephone Operator				
		21824	Senior Telephone Operator				
22613	Senior Addressograph Machine Operator	21834	Senior Vari-Typist				
		22633	Senior Vault Clerk				
74763B	Senior Audio Visual Technician	20623	State Office Centrex Operator				
		21842	Statistical Clerk				
21633	Senior Audit Account Clerk		Stock Clerk				
22333	Senior Bookkeeping Machine Operator	20922	Storekeeper II				
		70032	Stores Clerk				
22433	Senior Calculating Machine Operator	40143	Supervising Graphic Artist				
		40021	Taxidermist				
20043B	Senior Clerk	54594	Teaching Assistant — 10 months				
21533	Senior Clerk Bookkeeper	74633	Teaching Assistant — 12 months				
23823	Senior Clerk Stenographer	75262	Technical Assistant I PBA				
23333B	Senior Clerk Transcriber						
23233B	Senior Clerk Typist	75272					
26113	Senior Court Attendant Workmens Compensation	93103					