

NEW JERSEY STATE LIBRARY

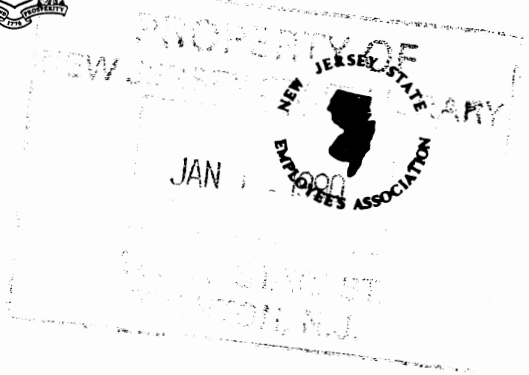


3 3009 00510 3090

*W. E. Luffe*  
12/20/81  
L12345  
c.1

# AGREEMENT

## THE STATE OF NEW JERSEY



**New Jersey Civil Service Association  
and  
New Jersey State Employees Association**

**Professional Unit  
July 1, 1979—June 30, 1981**

# CONTENTS

ARTICLE	TITLE	PAGE NO.
	Preamble . . . . .	1
I	Recognition of Rights and Definitions . . . . .	1
	A. Recognition of Association and Unit . . . . .	1
	B. Management Rights . . . . .	2
	C. Definitions . . . . .	2
	D. Comprehensive Employment and Training Act . . . . .	3
II	Policy Agreements . . . . .	4
	A. Non-Discrimination . . . . .	4
	B. Dues Deduction and Membership Information . . . . .	4
	C. Policy Agreements, Strikes and Lockouts . . . . .	5
	D. Administration of Agreement . . . . .	5
III	Civil Service Rules . . . . .	5
IV	Grievance Procedure . . . . .	6
V	Discipline . . . . .	13
VI	Salary Compensation Plan and Program . . . . .	18
	A. Salary Program July 1, 1979 to June 30, 1981 . . . . .	18
	B. Salary Program Administration . . . . .	20
	C. Cooperative Effort . . . . .	20
VII	Position Reclassification and Reevaluation Reviews . . . . .	20
VIII	Hours and Overtime . . . . .	21
	A. Hours of Work . . . . .	21
	B. Rest and Lunch Period . . . . .	21
	C. Overtime . . . . .	21
	D. Policy on Lateness . . . . .	23
	E. Other Benefits . . . . .	24
	F. Policy on Unexcused Absence . . . . .	24
	G. Teachers (10 and 12 months) . . . . .	24
IX	Compensatory Time Balances . . . . .	24
X	Out-of-Title-Work . . . . .	25
XI	Promotion . . . . .	26
XII	Job Posting and Announcements . . . . .	26
	A. Job Posting . . . . .	26
	B. Announcements . . . . .	27
XIII	Civil Service Examinations . . . . .	27
XIV	Employee Performance Evaluation and Improvement System . . . . .	27
XV	Holidays . . . . .	29
XVI	Special Time Off . . . . .	30

XVII	Retirement Benefits . . . . .	30
XVIII	Health Benefits Program, Health Maintenance Organization, Prescription Drug Program and Insurance Savings Program . . .	31
	A. State Health Benefits Program . . . . .	31
	B. Health Maintenance Organization . . . . .	31
	C. Prescription Drug Program . . . . .	32
	D. Insurance Savings Program . . . . .	32
XIX	Leaves of Absence . . . . .	32
	A. Administrative Leave-Classified Service Program . . . . .	32
	B. Jury Duty and Witness Leave . . . . .	33
	C. Leave of Absence Due to Injury . . . . .	34
	D. Maternity Leave . . . . .	34
	E. Military Leave . . . . .	35
	F. Sick Leave . . . . .	35
	G. Vacation Leave-Classified Service Program . . . . .	37
	H. Continued Benefits . . . . .	38
XX	Vacation Leave and Administrative Leave For Unclassified Employees . . . . .	39
XXI	Leaves of Absence-Without Pay . . . . .	39
XXII	Association Rights and Representatives . . . . .	40
	A. Access to Premises . . . . .	40
	B. Leave of Absence for Association Activity . . . . .	40
	C. Bulletin Boards . . . . .	41
	D. Representation Lists . . . . .	42
	E. Association Stewards . . . . .	42
	F. Association Privileges . . . . .	42
XXIII	Transfer and Reassignment (For Association Officers and Stewards) . . . . .	43
XXIV	Access to Personnel File . . . . .	44
XXV	Seniority . . . . .	44
XXVI	Layoff and Recall . . . . .	46
XXVII	Liability Claims Indemnification . . . . .	47
XXVIII	Travel Regulations . . . . .	49
XXIX	Safety . . . . .	51
XXX	Claims Adjustment . . . . .	52
XXXI	Tuition Refund and Employee Training . . . . .	52
XXXII	Subcontracting of Work . . . . .	53
XXXIII	Emergency Work (New Program) . . . . .	53
XXXIV	Garden State School District-Applicability of Title 18A . . . .	55
XXXV	Presentation of Agreement to Employees . . . . .	55
XXXVI	Unemployment Compensation and Disability . . . . .	55

XXXVII	Maintenance of Benefits, Effect of Agreement and Complete Agreement . . . . .	56
	A. Maintenance of Benefits . . . . .	56
	B. Effect of Agreement . . . . .	56
	C. Complete Agreement . . . . .	56
XXXVIII	Preservation of Rights . . . . .	57
XXXIX	Effect of Law . . . . .	57
	A. Legislative Action . . . . .	57
	B. Savings Clause . . . . .	57
XL	Notices . . . . .	57
XLI	Term of Agreement, Scope of Negotiations Petition and Negotiations Procedure . . . . .	58
	Memorandum of Understanding I . . . . .	60
	Memorandum of Understanding II . . . . .	60
	Memorandum of Understanding III . . . . .	61
	Memorandum of Understanding IV . . . . .	61
	Memorandum of Understanding V . . . . .	63

## PREAMBLE

This Agreement made between the State of New Jersey, hereinafter referred to as the "State" and the New Jersey Civil Service Association and the New Jersey State Employees Association, hereinafter referred to as the "Association", covering employees in the Professional Unit, has as its purpose the improvement and promotion of harmonious employee relations between the State and its employees represented by the Association, the establishment of equitable and peaceful procedures for the amicable resolution of all disputes and grievances, and the determination of the wages, hours of work and other terms and conditions of employment.

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

## ARTICLE I

### RECOGNITION OF RIGHTS AND DEFINITIONS

#### A. Recognition of Association and Unit

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

2. a. Included are all full-time permanent, classified, unclassified and provisional employees and all permanent full-time ten (10) month employees (classified, unclassified and provisionals) and permanent part-time employees (classified, unclassified and provisionals) who are employed a minimum of twenty (20) hours per week and who are included in the classifications listed in Appendix II.

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

3. Excluded are:

- a. Managerial Executives
- b. Supervisors
- c. Confidential employees
- d. Policemen
- e. Craft employees

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

#### **B. Management Rights**

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

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

#### **C. Definitions**

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

2. The term "holiday" means any day so designated under Article XV or a day specifically designated as such by the Governor.

3. The term "work unit" refers to a group of employees whose activities are closely related and whose conditions of work are governed by a single element of managerial activity. Employees may simultaneously be assigned to more than one (1) work unit in order to accommodate a variety of working conditions.

4. "Organization Unit" is an institution or a functional activity of one of the departments of State government as from time to time may be designated by the State. Each employee will be informed by his appropriate departmental authorities of the work unit and organizational unit in which he is employed.

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

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

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

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

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

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

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

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

13. Desk audit - the study of the duties and responsibilities of a position within a class title through an interview with the incumbent and/or a supervisor of the incumbent.

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

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

#### **D. Comprehensive Employment and Training Act (CETA)**

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

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

## ARTICLE II

### POLICY AGREEMENTS

#### A. Non-Discrimination

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

#### B. Dues Deduction and Membership Information

##### 1. Dues Deduction

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

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

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

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

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

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

##### 2. Membership Information

The State agrees to provide to two (2) designated representatives of the Association on a semi-annual basis a complete up-to-date listing of all employees covered by this Agreement together with their addresses as they appear on the records of the State. Such list shall also include the coded payroll location and

dues deduction status of each employee. The Association shall disclose such information only to its officials and representatives whose duties require access to such information.

#### C. Policy Agreements, Strikes and Lockouts

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

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

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

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

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

#### D. Administration of Agreement

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

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

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

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

## ARTICLE III

### CIVIL SERVICE RULES

The administrative and procedural provisions and controls of Civil Service Laws and the Rules and Regulations promulgated thereunder, are to be observed in the administration of this Agreement, except and to the extent that this Agreement pertains to subjects not therein contained or where this Agreement is contrary to,

or in conflict with such provisions and controls. Where the terms of this Agreement specifically indicate an understanding contrary to, or in conflict with any such provisions and controls, the parties agree, if necessary under law, to jointly seek modification or amendment of the particular rule or statute to be then consistent with the terms of the Agreement by appeal to the Civil Service Commission or the Legislature. Nothing herein shall be construed to deny any individual employee his rights under Civil Service Laws or Regulations.

#### ARTICLE IV

##### GRIEVANCE PROCEDURE

###### A. Grievance Definition

A "Grievance" is:

1. A claimed breach, misinterpretation or improper application of the terms of this Agreement (contractual grievance); or
2. A claimed violation, misinterpretation, or misapplication of rules or regulations, existing policies, orders, administrative decisions, or laws applicable to the agency or Department which employs the grievant which establish terms and conditions of employment and which are not included in A.I. above (non-contractual grievance).

###### B. Purpose and Employee and/or Association Rights

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 by providing the exclusive vehicles set forth in this Article for the settlement of employee grievances, except that a grievant may request that the Civil Service Commission agree to review any matter as defined in A.2. above which by the terms of this grievance procedure may not be processed beyond Step Three, provided that such matter is within the jurisdiction of the Civil Service Commission. Nothing herein can be construed to require the Commission to review such matter but any declination will be made in writing to the grievant and to the Association if a request to Civil Service is made by the grievant.

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

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

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

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

6. Where a specific appeal procedure is provided under Title 18A for the purpose of resolving disputes related to tenure or reappointment such procedure shall be utilized exclusively. Matters determined to be inappropriate for hearing under such procedure and not related to the exercise of academic judgment may otherwise be properly presented for resolution under the contractual procedures provided herein. The determination as to the applicability of the Title 18A procedure, as it relates to a particular dispute, shall be made by the State Department of Education.

###### C. Scope of the Grievance

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

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

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

###### D. General Rules and Procedures

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

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

3. a. Where a grievance directly concerns and is shared by more than one (1) grievant, such group grievance may properly be initiated at the first level of supervision common to the several grievants. The presentation of such group grievance will be by the appropriate Association representative(s) and one (1) of the grievants designated by the Association. A group grievance may only be initiated by the Association.

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

c. Where a group grievance affecting employees in one (1) or more departments results from the application of an order or policy imposed by a level higher than the departments affected and 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 Three and with all procedural conditions set forth herein pertaining, except that the fifteen (15) days for hearing shall be twenty-five (25) days.

A refusal to hear the grievance by the Office of Employee Relations shall not affect the timeliness of the filing.

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

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

6. Should the grievant elect to present his grievance without Association representation, he shall so indicate on the grievance form at Step One.

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

8. Grievance resolutions or decisions at Steps One through Three shall not constitute a precedent in any arbitration or other proceeding unless a specific agreement to that effect is made in writing by the Office of Employee Relations and the authorized representative of the Association.

9. Where a grievance is filed in which a member of this unit is alleged to have violated obligations to the grievant with respect to supervisory responsibilities or misconduct, the unit member shall be notified and shall be permitted to respond to the allegation in writing, which response shall become part of the record in the grievance subject to challenge as to accuracy.

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

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

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

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

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

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

1. A grievance must be filed initially within twenty-three (23) calendar days from the date or any date on which the act which is the subject of the grievance occurred or twenty-three (23) calendar days from the date on which the grievant should reasonably have known of its occurrence. Other references to days in this Article are working days of the party to which they apply.



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

3. Hearings shall be scheduled and decisions after the scheduled hearing shall be rendered in writing within established time limits as set forth herein. The decision will be considered timely if rendered within the following limits or within three (3) days after the conclusion of the hearing at Steps One and Two and fifteen (15) days after the conclusion of the hearing at Step Three, whichever is later.

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

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

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

4. Should a grievance not be satisfactorily resolved, or should the employer not respond within the prescribed time periods, either after initial receipt of the grievance or after a hearing, the grievance may be appealed within seven (7) working days to the next step. The lack of response by the State within the prescribed time periods, unless time limits have been extended by mutual agreement, should be construed as a negative response.

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

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

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

8. No adjustment of any grievance shall impose retroactivity beyond the date on which the grievance was initiated or the twenty-three (23) days provided in E.1. above except that payroll errors and related matters shall be corrected to date of error.

#### **F. Grievance Investigation-Time Off**

1. 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.

2. 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. At Steps Two and beyond in the grievance procedure, witnesses may be heard and pertinent records received.

4. The 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**

##### **Step One**

In the event the matter is not resolved informally, the grievant may submit his grievance in writing to the first level of supervision designated to hear the grievance. The grievant may be represented by the Association Steward who is an employee.

##### **Step Two**

1. If the grievant is not satisfied with the disposition of the grievance at Step One, he may appeal to the highest operational management representative. He or his designee shall hear the grievance. The appeal shall be accompanied by the decisions at the preceding levels and any written record that has been made part of the preceding hearings.

2. The grievant may be represented by the Steward and/or the Association's designated local or field representative(s) who is not an employee, provided, however, that only one person shall act as spokesperson for the grievant.

#### **Step Three**

1. If the grievant is not satisfied with the disposition of the grievance at Step Two, he may appeal to the Department Head or his designee. The appeal shall be accompanied by the decisions at the preceding levels and any written record that has been made part of the preceding hearings. The grievant may be represented by the Steward and/or the Association's Executive Director or his designated representative(s) who is not an employee, provided, however, that only one person shall act as spokesperson for the grievant. Either party may make a verbatim record through a certified shorthand reporter. Such record is to be made at the expense of the party who makes it. However, if both parties want a copy of the transcript, the cost of the transcript and the reporter shall be shared equally.

2. 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 except that the provisions of B.1 pertaining to Civil Service Commission review shall not be denied, and a copy of such decision shall be sent to the Association.

#### **Step Four - Arbitration**

1. In the event that the grievance has not been satisfactorily resolved at Step Three, and the grievance involves an alleged violation of the Agreement as described in the definition of a grievance in A.1., above, then arbitration may be brought only by the Association, through its designee within fifteen (15) calendar days from the date the Association received the Step Three decision or from the date on which the Step Three decision was due, by mailing a written request for arbitration to the Public Employment Relations Commission and sending a copy to the Office of Employee Relations. In the event the Association deems it necessary to use an additional period beyond the fifteen (15) days provided herein the time to appeal may be extended by the Association to not more than ten (10) additional calendar days. Should the Association use any of these additional days, it is understood that the time used in computing the extent of the State's liability shall not exceed ten (10) days from the day the Association received the Step Three decision or the date on which the Step Three decision was due. If mutually agreed, a pre-arbitration conference may be scheduled to frame the issue or issues. All communications concerning appeals and decisions at this Step shall be made in writing. The request for arbitration shall contain the names of the department or agency and employee involved.

2. Arbitrators shall be selected on a case-by-case basis under the selection procedures of the Public Employment Relations Commission.

3. The arbitrator shall conduct a hearing to determine the facts and render a decision in writing to the parties. The arbitrator shall not have the power to add to, subtract from, or modify the provisions of this Agreement or laws of the State, or any written policy of the State or subdivision thereof not inconsistent with this Agreement, or to determine any dispute involving the exercise of a management function which is within the authority of the State as set forth in Article I.B., Management Rights and shall confine his decision solely to the interpretation and application of this Agreement. He shall confine himself to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to him, nor shall he submit observations or declaration of opinions which are not essential in reaching the determination. The decision or award of the arbitrator shall be final and binding consistent with applicable law and this Agreement. In no event shall the same question or issue be the subject of arbitration more than once. The arbitrator may prescribe an appropriate back pay remedy when he finds a violation of this Agreement, provided such remedy is permitted by law and is consistent with the terms of this Agreement. The fees and expenses of the arbitrator and recording of the procedure shall be divided equally between the parties. Any other cost of this proceeding shall be borne by the party incurring the cost.

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

5. Whenever a grievance which is to be resolved at Step Four, Arbitration, is based on a provision of this Agreement in which the power or authority of the arbitrator is specifically limited to an advisory award, that limit shall be observed and all the provisions of paragraphs 2, 3, and 4 above shall be operable except that the award and opinion shall be advisory and not binding on the parties. However, absent a particular exception the provisions of the grievance procedure above shall be operable.

#### **ARTICLE V**

##### **DISCIPLINE**

A. The terms of this Article shall apply to permanent classified employees. Unclassified, provisional with no permanent status or probationary with no permanent status (probationary meaning employees serving their working test period) employees shall only be covered where such is specifically provided for.

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

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

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

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

F. Any appeal relating to the involved disciplinary matter must be filed by the employee within fourteen (14) calendar days of notice of discipline to the employee involved. The Department or Agency Head, or his designee, who was not personally involved in the facts of the dispute, will convene a hearing within twenty (20) calendar days after receipt of such disciplinary appeal. The Department or Agency Head, or his designee, shall render a written decision within twenty (20) calendar days from the date of such hearing. The employee may be represented at such hearing by the Steward and/or a non-State employee representative of the Association and/or legal counsel and/or the Executive Director; however, only one shall serve as the spokesperson. The decision rendered herein shall be final except where the disciplinary grievance involves a penalty as set forth in paragraph G. below. Where the matter involves a disciplinary penalty as set forth in G.I.e. below, Civil Service may review the matter if timely presented in accordance with its discretionary jurisdiction.

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

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

- e. Suspension of up to five (5) days or for fines of less than six (6) days pay;  
then,

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

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

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

b. The Association may elect to appeal the matter to disciplinary arbitration provided that such an appeal is joined in by the employee in writing. The employee shall not be denied the right to appropriate representation. Such election will be deemed final and binding and constitute an absolute waiver of the employee's option to appeal under the Civil Service procedure as provided in G.3. above.

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

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

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

J. Arbitrators in disciplinary matters shall confine themselves to determinations of guilt or innocence and the appropriateness of penalties and shall neither add to, subtract from, nor modify any of the provisions of this Agreement by any award. The arbitrator's decision with respect to guilt, innocence or penalty shall be final and binding upon the parties. In the event the arbitrator finds the employee guilty, he may approve the penalty sought or imposed, or modify such penalty as appropriate to the circumstances, in accord with discipline as set forth in paragraph B. above. Removal from service shall not be substituted for a lesser penalty. In the event the arbitrator finds the employee innocent or modifies a penalty, he may order reinstatement with back pay for all or part of a period of an imposed suspension or reduction in grade or period that the employee was dismissed from service. The arbitrator may consider any period of suspension served or the period that the employee was dismissed from service in determining the penalty to be imposed. Should the arbitrator's award provide reinstatement with back pay for all or part of a period of suspension, termination of service or reduction in grade, the employee may be paid for the hours he would have worked in his normal; scheduled work week, at his normal rate of pay, but not exceeding forty (40) hours per week or eight (8) hours per day, less any deductions required by law or other offsetting income, for the backpay period specified by the arbitrator. The arbitrator's decision shall contain a short statement of the nature of the proceedings, the positions of the parties and specific findings and conclusions on the facts. In addition, the arbitrator's decision shall discuss any of the testimony, evidence or positions of the parties which merit special analysis or explanation. The arbitrator should not substitute a more severe penalty than has been imposed by the State.

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

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

#### K. General Provisions

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

if he requests, be entitled to a representative of the Union, only as a witness or as an advisor, during subsequent interrogation concerning the charge provided that the interrogation process shall not be delayed and/or the requirement to expedite any official duty not be impaired.

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

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

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

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

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

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

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

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

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

4. Nothing in this Article shall be construed as a waiver of any rights any employee may have under the Civil Service Statute or the Civil Service Rules and Regulations or waiver of rights concerning tenure under Title 18A. Where a remedy is available under Title 18A involving tenure or reappointment, the procedure to be followed is as set forth in "Grievance Procedure", Article IV, paragraph B.6.

## ARTICLE VI

### COMPENSATION PLAN AND PROGRAM

#### A. Special Salary Program July 1, 1979 to June 30, 1981

1. It is agreed that during the term of this Agreement for the period July 1, 1979-June 30, 1981 the following salary and fringe benefit improvements shall be provided to eligible employees in the unit within the applicable policies and practices of the State and in keeping with the conditions set forth herein.

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

(1). There shall be a five and one-half (5.5) percent increase across-the-board for all employees effective in the first pay period of fiscal year 1979-1980 and another six and one-half (6.5) percent increase across-the-board for all employees effective in the first pay period of fiscal year 1980-1981. The State Compensation Plan salary schedule shall be adjusted in accordance with established procedures to incorporate these increases for each step of each salary range. Each employee shall receive the increase by remaining at the step in the range occupied prior to the adjustments.

(2). Each full-time employee with one (1) year or more of service as of November 30, 1979 and whose base salary rate, exclusive of overtime, is \$15,000 per year or less, shall be entitled to a one (1) time cash payment of \$50.00 to be paid on or after December 1, 1979. Such payment shall not constitute a modification of the State Compensation Plan.

(3). Each full-time employee with one (1) year or more of service as of November 30, 1980 and whose base salary exclusive of overtime is \$15,000 per year or less, shall be entitled to a one (1) time cash payment of \$50.00 to be paid on or after December 1, 1980. Such payment shall not constitute a modification of the State Compensation Plan.

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

(5). Normal increments shall be paid to all employees eligible for such increments within the policies of the State Compensation Plan during the term of this Agreement.

#### b. Eye Care Program

It is agreed that an Eye Care Program shall be continued during the life of this agreement and include all eligible full-time employees and their eligible dependents (spouse and children under 19 years of age or under 23 if resident in the household or a full-time student and not employed in a full-time job). The coverage

shall provide for a \$20.00 payment for regular prescription eyeglasses and \$25.00 for bifocal glasses or more complex prescriptions. The extension of benefits to dependents shall be effective only after the employee has been continuously employed for a minimum of sixty (60) days.

#### c. Dental Care Plan

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

Participation in the Program shall be voluntary with a condition of participation being that each participating employee authorize a bi-weekly salary deduction not to exceed fifty (50) percent of the cost of the type of coverage elected, e.g. individual employee only, husband and wife, parent and child or family coverage.

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

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

#### d. Deferred Compensation Plan

(1) It is understood that the State shall make a good faith effort to initiate a program which will permit eligible employees in this negotiating unit to voluntarily authorize deferment of a portion of their earned base salary so that the funds deferred can be placed in an Internal Revenue Service approved Federal Income Tax exempt investment plan. The deferred income so invested and the interest or other income return on the investment are intended to be exempt from current Federal Income Taxation until the individual employee withdraws otherwise receives such funds as provided in the plan.

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

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

(4). It is further understood that the maximum amount of deferrable income under this plan shall be fifteen (15%) percent or \$7,500 whichever is less.

#### e. Clothing Maintenance Allowance

(1). Full-time employees serving in a nursing title eligible to receive a cash clothing maintenance allowance in fiscal year 1978-1979 and who will have completed a full year of service on or before July 1, 1979 shall receive a cash clothing maintenance allowance of \$100. Each employee serving in such nursing title who will have completed a full year of service on or before July 1, 1980 shall receive a cash clothing maintenance allowance of \$125.

(2). The clothing maintenance allowance shall be paid to those full-time employees serving in positions in which the employees are required to wear special clothing or a uniform and which positions received a cash clothing maintenance allowance in fiscal year 1978-1979. Each employee serving in the position described above who will have completed a full year of service on or before July 1, 1979 shall receive a cash clothing maintenance allowance of \$100. Each employee serving in the position described above who will have completed a full year of service on or before July 1, 1980 shall receive a cash clothing maintenance allowance of \$125.

#### **B. Salary Program Administration**

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

1. A system of position classifications with appropriate position descriptions. Copies of current position descriptions will be made available to the Association.
2. A salary range with specific minimum and maximum rates and intermediate merit incremental steps therein for each position.
3. Regulations governing the administration of the plan including the Employee Performance Evaluation and Improvement System.
4. The authority, method and procedures to effect modification as such are required. However, if the State makes major changes in the Compensation Plan or changes which have a negative effect on the earnings of employees it is understood that the impact of these changes will be negotiated with the Association and such negotiations shall commence within thirty (30) days of the date upon which the Association requests negotiations of the matter.
5. No employee covered by this Agreement shall suffer a reduction in rate of pay as a result of a reduction of salary range for the job class in which he is 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.

#### **C. Cooperative Effort**

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

### **ARTICLE VII**

#### **POSITION RECLASSIFICATION AND REEVALUATION REVIEWS**

##### **A. Reclassification**

Employees in the bargaining unit may initiate requests for position reclassification in accordance with the applicable Civil Service Rules and

Regulations and in keeping with the conditions and procedures established by the Department of Civil Service. A request for reclassification shall be acted upon and a determination rendered within one (1) year of the submission of such requests, unless the time period may be extended by mutual agreement.

##### **B. Reevaluation**

The Association may request the reevaluation of a job classification in accordance with applicable Civil Service Rules and Regulations, on the basis of job content change only. The State will review such a request and will reevaluate the job classification, provide an opportunity for the Association to present its views, and present its position to the Association as provided in the Civil Service Rules and Regulations, in writing if requested.

##### **C. Implementation**

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

### **ARTICLE VIII**

#### **HOURS AND OVERTIME**

##### **A. Hours of Work**

1. The number of hours in the workweek for each job classification within the unit shall be consistent with its present designation in the State Compensation Plan.
2. Hours of work for "NL" employees may be adjusted by the responsible agency official in keeping with existing regulations and procedures.
3. Where practicable the normal workweek shall consist of five (5) consecutive work days.

##### **B. Rest and Lunch Period**

1. The work schedule shall provide for a fifteen (15) minute rest period during each one-half (½) shift.
2. For the purpose of this provision a shift shall constitute the employee's normal scheduled work day. For example, an employee working from 9 a.m. to 5 p.m. will be entitled to a rest period in the forenoon and in the afternoon as determined by the appointing authority.
3. The normal schedule shall include a provision for an unpaid lunch period during the mid-portion of the work day. There shall be a minimum of one-half (½) hour provided for the lunch period. This is not intended to suggest that existing lunch periods of longer than one-half (½) hour must be changed.

##### **C. Overtime**

1. Employees covered by this Agreement will be compensated at the rate of time and one-half (1½) for the overtime hours accrued in excess of the normal hours of the established workweek. These compensation credits shall be taken in compensatory time or in cash.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14. An employee who is assigned non-scheduled overtime in excess of fifteen (15) minutes will be guaranteed a minimum of one (1) hour's work and will be assigned overtime thereafter in one-half (½) hour increments. An employee who is called in for non-scheduled overtime shall be guaranteed a minimum of two (2) hours of compensation whether or not the two (2) hours are worked except when the end of the call-in period coincides with the beginning of his regularly scheduled shift.

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

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

#### **D. Policy on Lateness**

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



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

2. Lateness or absence due to weather conditions

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

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

**E. Other Benefits**

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

**F. Policy on Unexcused Absence**

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

**G. Teachers (10 and 12 Months)**

Where there is a determination to adjust teachers or instructors from a ten (10) month to a twelve (12) month schedule and where there are a number of employees who are fully qualified to perform the work to be assigned, a hardship on the part of any such employee which results from such a schedule change will be given consideration. Teachers or instructors who request or volunteer to accept a twelve (12) month schedule shall be given preferential consideration.

**ARTICLE IX**

**COMPENSATORY TIME BALANCES**

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

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

1. Where an emergency exists

2. Where scheduled one (1) month in advance

3. Where shorter notice of request is made

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

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

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

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

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

**ARTICLE X**

**OUT-OF-TITLE WORK**

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

B. The practice of regularly assigning out-of-title work to employees shall be discontinued. Instances of out-of-title work identified by the Association and formally brought to the attention of the State shall be corrected immediately or by phasing out such assignments at the earliest time which shall in any case be no later than three (3) months from the time of notification by the Association. Any dispute as to whether the work is within the job classification of the employee(s) involved shall be resolved by Association or employee appeal to Civil Service where the matter will be heard within twenty-one (21) days and a decision rendered within (10) days of that hearing. Any dispute concerning the phasing out period will be resolved through the grievance procedure.

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



## ARTICLE XI

### PROMOTION

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

- A. Promotion means the advancement of an employee to a job classification within the unit at a higher salary range.
- B. Upon promotion of a permanent employee, all sick leave, administrative leave and vacation balances shall be retained by the employee.
- C. Upon promotion, an employee shall be informed of his new rate of compensation at least one (1) week in advance of the effective date.
- D. Provisional promotional appointments shall be made only in cases of emergency or when no complete employment list exists. Where such appointments are made, the Department of Civil Service will take the necessary steps to promulgate a list appropriate to the position in keeping with its rules and regulations as soon as possible.

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

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

## ARTICLE XII

### JOB POSTING AND ANNOUNCEMENTS

#### A. Job Posting

1. To provide advancement opportunities for employees within a department or organizational unit, existing or planned job vacancies shall be posted prominently for seven (7) days. The posting shall include a description of the job, any required qualifications, the location of the vacancies, the salary range, the hours of work and the procedure to be followed by employees interested in making application.

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

3. Where a provisional or permanent promotion or a reassignment is consummated as a result of the job posting procedure, the appointing authority will post the name of the individual appointed on the bulletin board.

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

### B. Announcements

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

## ARTICLE XIII

### CIVIL SERVICE EXAMINATIONS

Employees who are scheduled to take open competitive examinations for the position in which the employee is provisional or promotional examinations administered by the Civil Service Department of the State of New Jersey for positions in the State service shall be granted time off with pay including necessary travel time to take such examinations if they are scheduled during the work shift of the employee. Such privileges may not be abused.

## ARTICLE XIV

### EMPLOYEE PERFORMANCE EVALUATION AND IMPROVEMENT SYSTEM

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

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

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

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

2. Employees who are eligible and whose performance is satisfactory shall be granted a normal merit increment if such is provided for in the Salary Compensation Plan and Program article of this Agreement.

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

#### C. Performance Evaluation Conference

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

#### D. Unsatisfactory Rating

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

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

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

2. Where a normal merit increment has not been earned due to an unsatisfactory rating and the performance of the employee improves to the point which warrants granting of the normal merit increment, such increment may be granted effective on any of the three (3) quarterly action dates which follow the anniversary date of the employees, and subsequent to the improved performance and rating which justifies such action.

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

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

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

#### F. Orientation Material

The State will use a variety of communications media, which may include booklets, pamphlets, publications, letters and announcements, to keep employees informed on the current status of the Employee Performance Evaluation and Improvement System. All new employees at the time of hire shall receive an orientation booklet describing the objectives of the evaluation system. Such

material will be distributed to employees through their appropriate personnel function. Additional copies of such communications shall be supplied to the Association at its request.

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

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

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

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

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

C. Nothing in Paragraph A. or B., above, is intended to eliminate rights of tenured employees which are derived from the statute providing tenure.

### ARTICLE XV

#### HOLIDAYS

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

New Year's Day	Independence Day
Martin Luther King's Birthday (January 15th)	Labor Day
Lincoln's Birthday	Columbus Day (2nd Monday in October)
Washington's Birthday (3rd Monday in February)	Election Day
Good Friday	Veteran's Day (November 11)
Memorial Day (Last Monday in May)	Thanksgiving Day
	Christmas Day

In 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.

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

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

#### ARTICLE XVI

##### SPECIAL TIME OFF

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

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

###### B. Other

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

#### ARTICLE XVII

##### RETIREMENT BENEFITS

The State is a participant in the Public Employees Retirement System. Eligibility for participation by employees and retirement benefits are governed by statute and rules and regulations promulgated thereunder and administered exclusively by the New Jersey Division of Pensions. Upon request to the appointing authority, the Association and any employee in this negotiating unit shall be provided with a written description of the PERS Program as outlined by the Division of Pensions. Employees within this unit shall be given information regarding their retirement benefits in accordance with the Civil Service guidelines and regulations and/or departmental policies through their department personnel officer.

#### ARTICLE XVIII

##### HEALTH BENEFITS PROGRAM, HEALTH MAINTENANCE ORGANIZATION, PRESCRIPTION DRUG PROGRAM AND INSURANCE SAVINGS PROGRAM

###### A. State Health Benefits Program

1. During the term of this Agreement the State shall continue to provide and to pay the full cost of the current State Health Benefits Program of New Jersey Blue Cross/Blue Shield, which shall be the series "750" plan effective August 1, 1975, including Rider "J", and Major Medical Benefits for all eligible employees in the unit. As defined under the State Health Benefits Program, employees' eligible dependents who are enrolled in the program shall be covered without cost to the employee.

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

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

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

4. 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 employees and the employee's spouse.

###### B. Health Maintenance Organization

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 by the State Health Benefits Commission. Pursuant to 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. Therefore, as determined by the

Health Benefits Commission, employees opting to participate in a Health Maintenance Organization will be required to contribute the difference in the cost for such participation.

#### **C. Prescription Drug Program**

1. It is agreed that the State shall continue the Prescription Drug Benefit Program during the period of this Agreement. The program shall be funded and administered by the State. It shall provide benefits to all eligible unit employees and their eligible dependents. Each prescription required by competent medical authority for Federal legend drugs shall be paid for by the State from funds provided for the Program subject to a deductible provision which shall not exceed \$2.50 per prescription or renewal of such prescription and further subject to specific procedural and administrative rules and regulations which are part of the Program.

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

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

#### **D. Insurance Savings Program**

It is agreed that the State and the Association will establish a program affording employees an opportunity to voluntarily purchase various insurance policies on a group participation basis, during the term of this Agreement. The policy costs are to be borne entirely by employees selecting insurance coverages provided in the program. The State will provide a payroll deduction procedure whereby authorized moneys may be withheld from earned salary of such employees and remitted to the insurance company.

### **ARTICLE XIX**

#### **LEAVES OF ABSENCE**

##### **A. Administrative Leave-Classified Service Program**

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

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

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

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

b. Priority in granting such requests shall be (1) emergencies (2) observation of religious or other days of celebration but not holidays, (3) personal business, (4) other personal affairs. Where, within a work unit, there are more requests than can be granted for use of this leave for one of the purposes above, the conflict will then be resolved on the basis of State seniority and the maximum number of such requests shall be granted in accordance with the first paragraph of 4. Administrative leave may be scheduled in units of one-half (½) day, or multiples thereof and may be taken in conjunction with other types of paid leave.

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

##### **B. Jury Duty and Witness Leave**

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

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

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

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

### **C. Leave of Absence Due to Injury (SLI)**

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

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

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

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

5. If an application of SLI is rejected for medical reasons, the employee concerned may submit an additional medical opinion for reconsideration of the claim.

### **D. Maternity Leave**

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

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

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

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

### **E. Military Leave**

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

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

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

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

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

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

5. A full-time provisional employee who is a member of the National Guard or naval militia or of a reserve component of the Armed Forces of the United States who is required to undergo annual field training or annual active duty for training shall be granted a leave of absence with pay or without pay as provided by regulation.

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

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

### **F. Sick Leave**

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

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

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

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

4. a. In all cases of illness, whether of short or long term, the employee is required to notify his superior of the reason for absence at the earliest possible time but in no event less than his usual reporting time, or other time as required each working day as necessitated by the circumstances. Failure to report absences or abuse of sick leave privileges on the part of any employee may be cause for disciplinary action.

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

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

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

6. When an employee is on vacation and requires sick leave for any portion of that vacation leave, he must immediately request the use of accumulated sick leave, in accordance with State regulations, through the designated authority. Such requests may be made by telephone, telegram or letter but, if by phone, should be

confirmed by telegram or letter to clearly establish time of request. No sick leave will be credited unless supporting medical evidence verifying the illness or injury which would have precluded working is presented.

#### 7. Death in Family

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

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

9. 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.

#### 10. Unused Sick Leave - Retirement

a. A permanent employee who enters retirement pursuant to the provisions of a State administered or approved retirement system and has to his credit any earned and unused accumulated sick leave shall be entitled to receive supplemental compensation for such earned and unused accumulated sick leave.

b. The supplemental compensation to be paid shall be computed at the rate of one-half (½) of the eligible employee's daily rate of pay for each day of earned and unused accumulated sick leave based upon the average annual compensation received during the last year of his employment prior to the effective date of his retirement, provided, however, that no such supplemental compensation payment shall exceed \$12,000.00. This supplemental compensation shall be paid in a lump sum after the effective date of retirement or as may be elected by the employee deferred for one (1) year.

#### G. Vacation Leave - Classified Service Program

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

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

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

c. Fifteen (15) working days of vacation from six (6) to twelve (12) years of service.

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

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

It is understood that the current program to schedule vacation time in effect at each institution or agency will be continued. Conflicts concerning the choice of dates when scheduling vacations will be resolved within the work unit on the basis of State seniority. Specific requests for vacation utilization which do not conflict with operational considerations shall not be unreasonably denied.

2. a. Vacation leave is credited in advance at the beginning of the calendar year in anticipation of continued employment for the full year and may be used on that basis and in accordance with established State policy. Vacation allowance must be taken during the current calendar year at such time as permitted or directed by the Department Head unless the Department Head determines it cannot be taken because of pressure of work; except that an employee may request a maximum of one (1) year of earned vacation allowance be carried forward into the next succeeding year. The request shall be made in writing to the appropriate appointing authority and may be approved for good reason and providing the employee and his supervisor have scheduled the use of such vacation allowance. Such approval and scheduling shall not be unreasonably withheld.

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

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

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

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

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

#### **H. Continued Benefits**

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

## **ARTICLE XX**

### **VACATION LEAVE AND ADMINISTRATIVE LEAVE FOR UNCLASSIFIED EMPLOYEES**

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

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

Teachers serving in the unclassified service of 12-month assignments shall be entitled to vacation days equivalent to those employees in the classified service and shall also be entitled to holidays and personal leave days as set forth in this Agreement for the classified service. Such teachers employed prior to July 1, 1979 and having less than five (5) years service shall by exception be granted fourteen (14) vacation days in each full year of employment until their fifth anniversary.

The schedule as to utilization of this vacation and holiday leave shall be consistent with the academic calendar. However, requests for use of the balance of leave days, not determined by the academic calendar, shall be honored where practicable and operationally non-disruptive, and special attention shall be given to requests for such time off in the summer months.

Such 12-month teachers shall be granted not less than three (3) days of professional development time for work shops and other similar non-student contact activities, in addition to time provided by statute for the professional convention.

## **ARTICLE XXI**

### **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 XXII

### ASSOCIATION RIGHTS AND REPRESENTATIVES

#### A. Access to Premises

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

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

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

#### B. Leave of Absence for Association Activity

1. The State agrees to provide leaves of absence with pay for designees of the Association to attend Association activities. A total of 435 days of such leave of absence may be used during the period July 1, 1979 through June 30, 1980, and 460 days of such leaves of absence during the period July 1, 1980 through June 30, 1981. The total number of days of such leave which may be used in each year shall be exclusive of leave provided under the provisions of N.J.S.A. 38:23-2 and ordinarily granted under that statute.

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

b. Application for the use of such leave on behalf of the designees of the Association shall be made in writing or orally twenty-one (21) days in advance or lesser period if appropriate by the Association President or other duly authorized representative to the Office of Employee Relations.

3. Leaves will be granted individuals authorized by the President or other duly authorized representative. Authorized leaves granted to an individual shall not exceed a maximum of twenty (20) days in a year period and seven (7) days of paid leave for any single activity for any individual employee except where special approval of an exception may be granted by the State.

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

5. In addition, the State agrees to provide leave of absence without pay for designees of the Association to attend Association activities approved by the State. A total of 435 days of such leave of absence without pay may be used during the period July 1, 1979 to June 30, 1980; and 460 days during the year July 1, 1980 to June 30, 1981.

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

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

#### C. Bulletin Boards

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

2. Appropriate material on such bulletin boards shall be posted and removed by representatives of the 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.

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

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

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

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

#### **D. Representation Lists**

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

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

#### **E. Association Stewards**

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

#### **F. Association Privileges**

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

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

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

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

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

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

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

### **ARTICLE XXIII**

#### **TRANSFER AND REASSIGNMENT (FOR ASSOCIATION OFFICERS AND STEWARDS)**

1. If as a result of subsequent legislative enactment or litigation, this section is found to be non-negotiable, then it is agreed that it will be reincorporated into Appendix I. In such event all terms of Appendix I shall apply to this provision.

2. 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.

3. The State and the Association recognize the need to utilize all personnel to meet operational requirements effectively and notwithstanding the commitment in paragraph 2. above, movement of such Association Officers and Stewards may be necessary and appropriate (generally on a temporary basis). In the event such movement is necessary and appropriate, the State will give the employee and the Association maximum prior notice, wherever possible.

4. The exception used in paragraph 3. will not be used unreasonably.

#### ARTICLE XXIV

##### ACCESS TO PERSONNEL FILE

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

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

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

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

#### ARTICLE XXV

##### SENIORITY

###### I. Definition

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

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

###### II. Permanent Employee

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

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

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

D. In the case where an employee is promoted but does not successfully complete the probationary period (working test period), he may be returned to his previous job classification in his most recent location or his then current location if practicable, without loss of job classification seniority and such job classification seniority shall be construed to have continued accumulation in the permanent position provided the positions are in the same or appropriately related job class series as determined by Civil Service.

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

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

###### III. Provisional and Probationary Employees

A. Provisional and probationary employees (serving working test period), who have accrued State and job classification seniority under Section I above in another

permanent position shall be considered to have the State and job classification seniority previously accumulated and shall continue to accumulate such State and job classification seniority as long as such previous permanent status is maintained, subject to any break in service and provided that with reference to job classification seniority the continuation of accumulation is predicated on the determination of Civil Service that the positions are in the same or appropriately related job class series.

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

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

#### ARTICLE XXVI

##### LAYOFF AND RECALL

A. When it is necessary to lay off employees, the Association shall be notified at once and as far in advance as possible of the notice referred to in C. below and be supplied with relevant data concerning the layoff and procedures discussed and the conditions outlined below and the established protections administered by the Department of Civil Service shall be observed.

B. Permanent employees within a department will not be laid off before any emergency appointments, temporary appointments to temporary extra positions, provisional appointments to permanent positions or employees serving in working test period within the classification affected. These non-permanent employees will be given minimum notice of at least two (2) weeks of any reduction in force.

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

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

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

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

G. The name of the permanent employee who is laid off shall be placed on a special reemployment list. Persons on such a list will be given preferential consideration over any other type of applicant for appointment to the job

classification or equated job classification and no new employee shall be hired until all employees on layoff status desiring to return to work shall have been recalled, provided such employees on layoff status are capable of returning to work. The employee must provide the employer with any address change while waiting for recall.

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

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

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

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

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

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

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

#### ARTICLE XXVII

##### LIABILITY CLAIMS INDEMNIFICATION

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

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

#### **A. Defense of Employees**

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

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

- a. the act or omission was not within the scope of employment; or
- b. the act or failure to act was because of actual fraud, willful misconduct or actual malice; or
- c. the defense of the action or proceeding by the Attorney General would create a conflict of interest between the State and the employee.
- d. In any other action or proceeding, including criminal proceedings, the Attorney General may provide for the defense of an employee if he concludes that such representation is in the best interest of the State.
- e. Whenever the Attorney General provides for the defense of an employee, the Attorney General may assume exclusive control over the representation of such employee and such employee shall cooperate fully with the Attorney General's defense.
- f. The Attorney General may provide for a defense by an attorney from his own staff or by employing other counsel for this purpose or by asserting the State's right under any appropriate insurance policy which requires the insurer to provide the defense.

#### **B. Indemnification**

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

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

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

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

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

### **ARTICLE XXVIII**

#### **TRAVEL REGULATIONS**

##### **A. Transportation Allowance**

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

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

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

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

##### **B. Reimbursement**

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

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE XXIX

### SAFETY

A. The State shall continue to make reasonable provisions for the safety and health of its employees during the hours of their employment. The State will discharge its responsibility for the development and enforcement of occupational safety and health standards to provide a safe and healthful environment. The State will set up necessary job safety and health programs for all employees covered by this Agreement and shall provide a reasonably safe and healthful place of employment for all employees.

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

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

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

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

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

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

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

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

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

#### ARTICLE XXX

##### CLAIMS ADJUSTMENT

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

#### ARTICLE XXXI

##### TUITION REFUND AND EMPLOYEE TRAINING

###### A. Tuition Refund

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

###### B. Employee Training

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

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

#### ARTICLE XXXII

##### SUBCONTRACTING OF WORK

It is recognized and agreed that the Association and the State share an interest in protecting the opportunity for continuing employment for employees covered by this Agreement; therefore, if during the term of the Agreement, the State contracts out or subcontracts work normally performed by employees covered by this Agreement and such action results in layoff or job displacement, employees affected will be given every opportunity available to continue employment within their classification or any other position available for which they are qualified prior to layoff or similar action. An employee thus affected will be protected by the provisions of this Agreement and by any relevant laws, rules and regulations. The State shall meet with the Association to negotiate all incidents of contracting or subcontracting whenever it becomes apparent that a layoff or job displacement might result.

#### ARTICLE XXXIII

##### EMERGENCY WORK (NEW PROGRAM)

A. Unit employees (except those employed in the Department of Transportation where the current approved program will continue) shall be eligible for the special emergency rates if called in to work under the following specific circumstances:

1. Employees in the unit must be called in outside of scheduled work shifts; and
2. The work involved must be for emergency maintenance, replacement or repair of equipment or mechanical devices which are vital to the operation of an institution, agency or other function of the State; and
3. Such work must be necessitated by damage or failure resulting from storm, flood, explosion, sudden unexpected catastrophe or like causes; and
4. Such conditions must constitute unreasonable safety hazard to the public employees, other persons or property of the State.

B. It is clearly understood that all of the foregoing elements or criteria must be met for an employee to be entitled to payment at the emergency rate. The following special project pay rates shall apply during fiscal year 1979-1980:

1. Employees who are engaged in manual or unskilled work as by use of shovels, picks, axes, choppers, etc., the rate of \$8.10 per hour is authorized and known as a Group VI Emergency Rate (Code 6).

2. Employees who perform semi-skilled work including the operation of mechanized equipment such as trucks, plows, light-graders, back-hoes, etc., a rate of \$10.36 per hour is authorized and known as a Group V Emergency Rate (Code 5).

3. Employees who perform skilled work including the operation of heavy equipment or those employees who are assigned to be in charge of or supervise either semi-skilled or unskilled workers or both, the rate of \$12.59 per hour is authorized and known as a Group IV Emergency Rate (Code 4).

4. Employees who supervise skilled workers or mixed teams of skilled, semi-skilled and/or unskilled employees, the rate of \$13.87 per hour is authorized and known as a Group III Emergency Rate (Code 3).

5. Supervisors who are in charge of a local area or district emergency operations, the rate of \$16.05 per hour is authorized and known as a Group II Emergency Rate (Code 2).

C. The emergency rates described in B.1.-5., above, shall be adjusted during fiscal year 1980-1981 by approximately six and one-half (6.5) percent in accordance with Article VI.

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

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

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

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

H. In exception to the requirement that employees be called in outside of regular work shifts, employees assigned to Snow and Ice Control Emergency Overtime will receive the appropriate special project rate after the end of the employee's regular work shift during the time prior to the next regular work shift.

#### ARTICLE XXXIV

##### GARDEN STATE SCHOOL DISTRICT-APPLICABILITY OF TITLE 18A

The determination as to whether employees in Teacher I, Teacher II or Teacher III titles who have been included in the Garden State School District are entitled to tenure and other provisions of Title 18A is one which can be made only by final adjudication under proper authority. However, pending such adjudication, it is hereby set forth for informational purposes that the parties to this Agreement assume these employees to be entitled to coverage under appropriate provisions of Title 18A.

The presumption of such coverage is not intended to preclude any representative of the State entering into litigation on these matters as an advocate of a contrary position.

#### ARTICLE XXXV

##### PRESENTATION OF AGREEMENT TO EMPLOYEES

###### A. Printing of Agreement

After the signing of this Agreement, the State, at its expense will reproduce this Agreement in sufficient quantities so that each employee in the unit may receive a copy, and so that there are sufficient additional copies for distribution to employees hired during the term of this Agreement and for additional copies to the 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 which shall not ordinarily exceed twenty (20) days from the date of employment.

#### ARTICLE XXXVI

##### UNEMPLOYMENT COMPENSATION AND DISABILITY

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



B. The State agrees to include employees in this unit in the State of New Jersey Temporary Disability Plan. That is a shared cost plan which provides payments to employees who are unable to work as the result of non-work connected illness or injury and who have exhausted their accumulated sick leave. The plan will become effective upon completion of the necessary legislative action and administrative planning.

#### ARTICLE XXXVII

##### **MAINTENANCE OF BENEFITS, EFFECT OF AGREEMENT AND COMPLETE AGREEMENT**

###### **A. Maintenance of Benefits**

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

###### **B. Effect of Agreement**

Regulatory policies initiated by the various institutions and agencies where these employees are working which have the effect of work rules governing the conditions of employment within the institution or agency and which conflict with any provision of this Agreement shall be considered to be modified consistent with the terms of this Agreement, provided that if the State changes or intends to make changes which have the effect of elimination in part or in whole such terms and conditions of employment, the State will notify the Association and, if requested by the Association within ten (10) days of such notice or of such change or of the date on which the change would reasonably have become known to the employees affected, the State shall within twenty (20) days of such request enter negotiations with the Association on the matter involved, providing the matter is within the scope of issues which are mandatorily negotiable under the Employer-Employee Relations Act as amended and further, if a dispute arises as to the negotiability of such matters, that the procedures of the Public Employment Relations Commission shall be utilized to resolve such dispute.

###### **C. Complete Agreement**

The State and the Association acknowledge this and any Memoranda of Understanding attached hereto to be their complete Agreement inclusive of all negotiable issues whether or not discussed and hereby waive any right to further negotiations except as may otherwise be provided herein or specifically reserved for continued negotiation by particular reference in memorandum of understanding pre-dating the date of signing of the Agreement and except that proposed new rules or modifications of existing rules governing working conditions shall be presented to the Association and negotiated upon the request of the Association as may be required pursuant to Chapter 303 of the Laws of New Jersey, as amended.

#### ARTICLE XXXVIII

##### **PRESERVATION OF RIGHTS**

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

#### ARTICLE XXXIX

##### **EFFECT OF LAW**

###### **A. Legislative Action**

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

2. In the event that legislation becomes effective during the term of this Agreement which has the effect of improving the wages and fringe benefits otherwise available to eligible employees in this unit, this Agreement shall not be construed as a limitation on their eligibility for such improvements.

###### **B. Savings Clause**

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

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

#### ARTICLE XL

##### **NOTICES**

For the purpose of giving notice as provided in Article XLI, Term of Agreement, Scope of Negotiations Petition and Negotiations Procedures, the State



may be notified through the Director, Office of Employee Relations, Governor's Office, 134 West State Street, Trenton, New Jersey, 08608; and the Association through the New Jersey State Employees Association, 15 West State Street, Trenton, New Jersey, 08608 and the New Jersey Civil Service Association, 105 West State Street, Trenton, New Jersey, 08608.

#### ARTICLE XLI

#### TERM OF AGREEMENT, SCOPE OF NEGOTIATIONS PETITION AND NEGOTIATIONS PROCEDURE

##### A. Term of Agreement

1. This Agreement shall remain in full force and effect through June 30, 1981.
2. The Agreement shall be renewed from year to year thereafter unless either party shall give written notice of its desire to terminate, modify or amend the Agreement. Such notice shall be by certified mail prior to October 1, 1980 or October 1 of any succeeding year for which the Agreement has been renewed.

##### B. Scope of Negotiations Petition

It is further agreed that the State and the Association shall enter negotiations on those matters which are determined to be mandatory subjects of negotiability as a result of a mutually agreed upon scope of negotiations petition to the Public Employment Relations Commission.

##### C. Negotiations Procedure

1. The parties agree to enter into collective negotiations concerning a successor Agreement to become effective on or after July 1, 1981, subject to the provisions of paragraph A. above.
2. The parties also agree to negotiate in good faith on all matters presented for negotiations. Should an impasse develop, the procedures available under law shall be utilized exclusively in an orderly manner in an effort to resolve such impasse.

IN WITNESS WHEREOF, the State and the Association have caused this Agreement to be signed by their duly authorized representatives as of this 5th day of September, 1979.

FOR THE STATE OF NEW JERSEY:

<u>Franklin D. Roosevelt</u>	<u>Robert F. Russell</u>
<u>Anna Marie Macolo</u>	<u>Harvey Egan</u>
<u>John P. Friedman</u>	<u>F. Rosen</u>
<u>Donald Mangus</u>	<u>Albert R. Hasbrouck, Jr.</u>
<u>Nancy Schaefer</u>	<u>George Bruner</u>

FOR THE NEW JERSEY CIVIL SERVICE ASSOCIATION/  
NEW JERSEY STATE EMPLOYEES ASSOCIATION:

<u>James F. McManus - CSA</u>	<u>James J. Murphy SEA</u>
<u>William H. Hays, Jr. S.E.A.</u>	<u>Yolande W. Conroy SEA</u>
<u>John J. Hays, Jr. CSA</u>	<u>Edward J. Johnson SEA</u>
<u>Wayne E. Stambora</u>	<u>Antonio Masi SEA.</u>
<u>Daniel D. D.</u>	<u>Thomas E. Hillman CSA</u>
<u>Harvey Weil, Jr.</u>	_____
<u>Janice Swack CSA</u>	_____
_____	_____
_____	_____
_____	_____
_____	_____

## MEMORANDUM OF UNDERSTANDING I

### NL STATUS

A. It is agreed that, for a period of six (6) months ending January 31, 1980, the existing policies of agencies which prescribe the conditions of employment peculiar and universally applicable to employees in NL status and which are in conformity with the Rules and Regulations of Civil Service and departmental policies on the matters therein contained shall not be modified if such modification would worsen the circumstances of employment of individuals affected by the change without first submitting those proposed changes to the Association for their review.

Upon written request by the Association within ten (10) calendar days of the submission, the State shall enter into negotiations with regard to those matters which are mandatorily negotiable. Disputes as to the negotiability of such matters shall be resolved in the manner prescribed by the New Jersey Employer-Employee Relations Act, as amended.

B. Not later than November 30, 1979, the Association shall present to the Office of Employee Relations suggestions for amendment of the regulations of the State governing the terms and conditions of NL employees. Following joint discussion of these suggestions, they will be presented to proper authority as requests for amendment. If accord can be reached, the Office of Employee Relations shall support the presentation and coordinate and expedite the proceedings.

C. Not later than November 30, 1979, the Association shall present a list of harsh and inequitable actions taken against NL employees which suggest that some limitations or guidelines as to these policies be established. If there is accord, the Office of Employee Relations will take the initiative in presenting joint proposals to proper authority for establishment of such guidelines or limitations. For example: (1) daily change in required work schedule, (2) long and extensive work schedules followed by insufficient breaks before additional work shifts are scheduled.

D. It is agreed that the Association shall have access to public information and documents it may need in conducting the review which are available from the Department of Civil Service or other departments of the State.

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

## MEMORANDUM OF UNDERSTANDING II

The State hereby agrees to seek a reevaluation of the titles listed below in accordance with the procedures of the Department of Civil Service and to implement any resulting change effective in the first pay period in January 1980. These reevaluations shall be for one (1) range increase.

Claims Examiner  
Graduate Nurse  
Interviewer  
Parole Officer  
Senior Claims Examiner  
Social Worker I  
Social Worker II  
Teacher I  
Teacher II  
Teacher III

## MEMORANDUM OF UNDERSTANDING III

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

B. Disputes concerning whether part-time employees are eligible for coverage under any provision of the Agreement between the parties, or the terms and conditions of their coverage are deemed to be outside the scope of grievance procedures contained in the Agreement between the parties.

## MEMORANDUM OF UNDERSTANDING IV

### Professional Unit Clauses Applicable to Unclassified Employees

The State and the Association have agreed that effective March 16, 1977 the following Articles or portions thereof contained in the current Professional Unit Agreement are applicable to employees in the unclassified service:

ARTICLE	TITLE
	Preamble
I (except section A.2.a.)	Recognition of Rights and Definitions
II	Policy Agreements
IV (except section B.6.)	Grievance Procedure
V	Discipline
VI	Salary Compensation Plan and Program

VIII	Hours and Overtime
IX	Compensatory Time Balances
XIV	Employee Performance Evaluation and Improvement System
XVI	Special Time Off
XVII	Retirement Benefits
XVIII	Health Benefits Program, Health Maintenance Organization, Prescription Drug Program and Insurance Savings Program
XIX (except sections A, F, and G)	Leaves of Absence
XX	Vacation Leave and Administrative Leave for Unclassified Employees
XXII	Association Rights and Representatives
XXIV	Access to Personnel File
XXVII	Liability Claims Indemnification
XXVIII	Travel Regulations
XXIX	Safety
XXX	Claims Adjustment
XXXI	Tuition Refund and Employee Training
XXXIII	Emergency Work (New Program)
XXXV	Presentation of Agreement to Employees
XXXVI	Unemployment and Disability
XXXVII (except section A)	Maintenance of Benefits, Effect of Agreement and Complete Agreement
XXXVIII	Preservation of Rights
XXXIX	Effect of Law
XL	Notices
XLI	Term of Agreement, Scope of Negotiations Petition and Negotiations Procedure

The Agreement to extend the above listed clauses to unclassified employees was made without prejudice to grievances arising under any of the above enumerated articles or portions thereof prior to March 16, 1977 (e.g. grievances being processed by unclassified employees). This agreement was also entered into without prejudice to Association demands relating to unclassified employees to the extent that such demands are still the subject of negotiations between the State and the Association.

## MEMORANDUM OF UNDERSTANDING V

### MILEAGE REIMBURSEMENT

The State agrees to seek legislation to become effective on or about November 1, 1979 which will provide for a change from sixteen (16¢) cents to eighteen (18¢) cents in the mileage allowance made to employees for authorized use of their privately owned vehicles on the business of the State and for a formula for future change in the allowance which shall be a one cent (1¢) adjustment for each eighteen cent (18¢) change in the price of gasoline or ½¢ for a ten cent (10¢) or greater change. The basis for price change shall be the price paid for regular gasoline by the State. A computation shall be made based on the price payable on the first business day of January and the first business day of July in each year of the contract after the legislation is passed. The base period for change shall begin with the price in effect on the first business day of July 1979.

## APPENDIX I

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

If as a result a subsequent legislative enactment or litigation these matters are determined to be negotiable, then it is agreed that they will be reincorporated into the Agreement as then set forth in the Appendix.

### TRANSFER AND REASSIGNMENT

#### A. Transfer

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **B. Reassignment**

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

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

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

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

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

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

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

7. An employee may have on record no more than two (2) requests for reassignment in 6.b. above.

8. When an employee is granted a voluntary reassignment, under provisions of 4,5, or 6 above, he shall then be eligible for only one additional voluntary reassignment in the succeeding twelve (12) month period. Consideration will be given to a request for additional reassignment where special circumstances exist.

9. Salary steps, seniority or like substantive rights shall not be adversely affected by reassignment unless otherwise specifically set forth herein.

10. Permanent employees shall be given preference for consideration for voluntary reassignment as contrasted to provisional or probationary employees.

#### **C. Special Requests**

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

# APPENDIX II

	TITLE	
RANGE	CODE	TITLE
24	53322	Accountant Auditor II Data Processing
20	53321	Accountant Auditor III Data Processing
N95	53320	Accountant Auditor Trainee Data Processing
21	50453	Accountant II
18	50452	Accountant III
18	55232	Actuarial Assistant III
N95	55230	Actuarial Assistant Trainee
21	55233	Actuarial Assistant II
26	55855	Adjuster Division of Youth and Family Services
24	56534	Adjuster I Unsatisfied Claims and Judgments
26	55075	Administrative Analyst II
21	55073	Administrative Analyst III
24	59905	Administrative Assistant I
21	59904	Administrative Assistant II
18	59903	Administrative Assistant III
26	56674	Administrative Assistant Public Utilities
21	54492	Administrative Assistant Shellfish Councils
22	70002	Administrative Assistant State Board of Education
24	61744	Administrative Assistant State Parole Board
22	73043	Administrative Instructor Audiologist School for the Deaf
25	73045	Administrative Instructor Audiologist School for the Deaf
21	73073	Administrative Instructor Health Education School for the Deaf
21	73063	Administrative Instructor School for the Deaf
24	73163	Administrative Instructor School for the Deaf 12 Months
21	34494	Administrative Specialist Operations and Training
21	65512	Affirmative Action Assistant, Public Contracts
24	65964	Affirmative Action Specialist I
21	65963	Affirmative Action Specialist II
N95	65960	Affirmative Action Specialist Trainee
18	65962	Affirmative Action Specialist III
24	54174	Agricultural Economist
22	54704	Agricultural Market Analyst I
20	54693	Agricultural Market Reporting Specialist
26	00243	Analyst II Health Care Facilities
21	00242	Analyst III Health Care Facilities
25	00173	Analyst II Research and Evaluation Health
N95	55300	Analyst Trainee
20	03884	Anesthetist Nurse

23	64684	Appeals Examiner I
19	64683	Appeals Examiner II
25	17672	Architect and Designer Military Structures
N95	17690	Architect Trainee
21	74223	Archivist II
18	54321	Area Coordinator Community Involvement
26	65185	Area Coordinator Manpower Revenue Programs
25	93067	Assignment Editor PBA
22	00172	Assistant Analyst Research and Evaluation Health
19	17692	Assistant Architect
19	01742	Assistant Biologist
18	01752	Assistant Biologist
18	52662	Assistant Buyer
19	01782	Assistant Clinical Laboratory Evaluator
24	54783	Assistant Coordinator Equine Programs
24	60203	Assistant Coordinator Office of Special Services
23	80103	Assistant Coordinator Veterans Programs
23	74564	Assistant Curator
19	14092	Assistant Engineer Civil
19	16692	Assistant Engineer Electrical
19	16082	Assistant Engineer Hydrographic
19	17092	Assistant Engineer Industrial
19	13092	Assistant Engineer Materials
17	13072	Assistant Engineer Materials Project Inspection
19	16892	Assistant Engineer Mechanical
19	12692	Assistant Engineer Planning
19	15281	Assistant Engineer Program Control
19	11282	Assistant Engineer Traffic
19	10272	Assistant Engineer Transportation
19	14892	Assistant Engineer Utilities
18	16302	Assistant Environmental Engineer
19	16312	Assistant Environmental Engineer
24	58004	Assistant Executive Director Council on the Arts
21	62163	Assistant Field Service Supervisor Division of Welfare
15	93123	Assistant Film Editor PBA
24	36015	Assistant Fiscal Officer SLEPA
18	02652	Assistant Forester
19	03042	Assistant Geologist
18	03052	Assistant Geologist
18	01762	Assistant Histologist
17	52631	Assistant Inspector Leased Space
19	10692	Assistant Landscape Architect
29	60294	Assistant Ombudsman M/W

18	01291	Assistant Pharmacist
18	16472	Assistant Planner
19	16489	Assistant Planner
19	93085	Assistant Producer Director PBA
22	63003	Assistant Program Specialist Alcohol Abuse Activities
24	55623	Assistant Promotional Material Specialist
21	70082	Assistant School Safety Consultant
20	24911	Assistant Secretary Board of Psychological Examiners
23	56684	Assistant Secretary II Utilities
20	82404	Assistant Supervisor Academic Laboratory Services
18	65971	Assistant Supervisor Cash Receipts and Deposits
18	17683	Assistant to the Architectural Supervisory Education
26	70016	Assistant to the Auditor General
21	45626	Assistant to the Editor New Jersey Outdoors Magazine
21	27124	Assistant to the Supervisor Bureau of Accounting
18	45617	Assistant Zoologist Non Game
22	70065	Associate Consultant ESEA
24	70354	Associate Consultant Early Childhood I Education
N95	50960	Auditor Accountant Trainee
21	50963	Auditor II
22	51073	Auditor II
22	50815	Auditor II Taxation
23	50816	Auditor II Taxation
18	50962	Auditor III
19	51072	Auditor III
19	50813	Auditor III Taxation
20	50814	Auditor III Taxation
18	02252	Bacteriologist
N95	02250	Bacteriologist Trainee
18	54862	Bank Examiner
25	54872	Banking Market Analyst
24	01584	Bio-Chemist Office of the State Medical Examiner
N95	01750	Biologist Trainee
18	50092	Budget Analyst III
N95	50090	Budget Analyst Trainee
22	50093	Budget Analyst II
22	52994	Building Inspector Health Facilities
19	40155	Building Management Technician
23	40156	Building Management Technician Labor and Industry
23	55515	Business Advocacy Specialist
24	81072	Business Systems Analyst
21	52663	Buyer
19	52683	Buyer PIP

N95	52660	Buyer Trainee	N95	64170	Community Service Trainee
20	56823	Cable Television Planning Specialist	20	93044	Community Services Officer I, PBA
15	03962	Camp Nurse	16	93042	Community Services Officer II, PBA
18	63852	Career Development Specialist	20	60705	Community Supervisor Foster Grandparent Program
N95	63850	Career Development Specialist Trainee	19	13841	Commuter Transportation Specialist Facilities
27	51555	Cash Management Analyst	20	33383	Construction Contract Compliance Officer
19	62903	Certificate of Need Analyst	24	62864	Consultant Community Health Organization
N95	16270	Chemical Engineer Trainee	28	70376	Consultant Curriculum and Instruction I
18	01552	Chemist	26	70375	Consultant Curriculum and Instruction II
N95	01550	Chemist Trainee	28	70366	Consultant Elementary and Secondary Education Act I
28	70236	Chief Consultant Facility Planning Services	25	70365	Consultant Elementary and Secondary Education Act II
19	70492	Child Center Program Evaluator II	25	70154	Consultant Equal Education Opportunity
19	61971	Child Support and Paternity Specialist III	26	70234	Consultant Facility Planning Services I
N95	14090	Civil Engineer Trainee	25	72894	Consultant Health Careers I
19	64953	Claims Adjudicator II Disability Determinations	25	63006	Consultant Occupational Alcoholism Programs
17	64952	Claims Adjudicator III Disability Determinations	24	00263	Consultant II Comprehensive Health Planning
N95	64951	Claims Adjudicator Trainee Disability Determinations	22	00262	Consultant III Comprehensive Health Planning
17	56092	Claims Examiner	19	00261	Consultant IV Comprehensive Health Planning
16	56372	Claims Investigator	24	70075	Consultant School Nutrition Services
15	56122	Claims Reviewer	26	70424	Consultant Special Education Social Work
19	61392	Classification Officer	25	70853	Consultant Vocational Management Services
N95	16301	Clean Air Intern	22	55263	Consumer Analyst II Insurance
21	00632	Client Services Representative	18	55262	Consumer Analyst III Insurance
13	03952	Clinic Nurse	N95	55260	Consumer Analyst Trainee Insurance
22	01783	Clinical Laboratory Evaluator II	24	55134	Consumer Education Specialist Banking
24	01293	Clinical Pharmacist	26	81634	Coordinator Bilingual Programs
37	00467	Clinical Psychiatrist II	26	44717	Coordinator Food Sanitation and Training
35	00466	Clinical Psychiatrist III	26	70162	Coordinator III Equal Education Opportunity
23	00473	Clinical Specialist in Psychiatric Nursing	29	72767	Coordinator Learning Disabilities
25	32074	Coastal Zone Implementation Specialist I	29	64867	Coordinator Manpower Development Program
22	32073	Coastal Zone Implementation Specialist II	25	70627	Coordinator Migrant Education
18	32072	Coastal Zone Implementation Specialist III	24	30603	Coordinator of Federal and Local Programs
24	17282	Code Writer Code Section			Division of Consumer Affairs
18	61732	Community Counselor, Parole Board	22	15894	Coordinator of Plans and Operations Air Pollution Control
26	55503	Community Development Representative I	28	72696	Coordinator of Program Evaluation
23	55502	Community Development Representative II	24	30615	Coordinator of Regulatory Activities Division Consumer Affairs
21	54532	Community Involvement Information Specialist	29	74095	Coordinator School and College Media Services
21	61733	Community Placement Investigator State Parole Board	26	70525	Coordinator Special Education Information Centers
17	64182	Community Program Analyst III	15	15242	Coordinator State Building Construction
20	64183	Community Program Analyst II	28	62884	Coordinator Urban and Rural Health
21	64173	Community Service Officer II	28	70566	Coordinator Urban Education Corps Program
18	64172	Community Service Officer III	25	71084	Coordinator Vocational Education Youth Organization



25	63025	Coordinator Women's Program Alcoholics and Drug Abuse
25	65504	Counselor Employee Advisory Service
18	72392	Counselor Newark Skills Center
22	60674	Counselor I Vocational Program Mental Retardation
20	60673	Counselor II Vocational Program Mental Retardation
28	70836	County Coordinator Occupational Education
29	70477	County Education Specialist I
25	70474	County Education Specialist II
25	70484	County Supervisor of Child Study
24	55605	Cultural and Ethnic Heritage Specialist
19	75042	Curator Environmental Protection
19	72852	Curriculum Development Specialist
25	55727	Customized Training Representative I
22	55726	Customized Training Representative II
25	53244	Data Processing Analyst II
23	53263	Data Processing Programmer II
19	53262	Data Processing Programmer III
25	53257	Data Processing Programmer II
21	53261	Data Processing Programmer III
N95	53350	Data Processing Programmer Trainee
N95	53260	Data Processing Programmer Trainee
28	53275	Data Processing Systems Programmer I
25	53274	Data Processing Systems Programmer II
18	60924	Day Care Counselor
23	62656	Deaf Blind Specialist
32	01057	Dentist II
25	01056	Dentist III
N95	44780	Dietitian Trainee
21	70453	Driver Education Specialist
21	31972	Driver Improvement Analyst II
18	31971	Driver Improvement Analyst III
N95	31970	Driver Improvement Analyst Trainee
18	56484	Driver Improvement Specialist
21	54002	Economic Analyst
18	55513	Economic Representative
25	63934	Education and Training Services Specialist I
22	63933	Education and Training Services Specialist II
25	63013	Education Specialist Alcoholism Control
28	72746	Educational Consultant
N95	16690	Electrical Engineer Trainee
22	16654	Electronic Research Engineer
27	18096	Emergency Response Coordinator Environmental Quality

18	64762	Employment Counselor
N95	64760	Employment Counselor Trainee
N95	64790	Employment Services Trainee
18	64692	Employment Test Technician
29	55534	Energy Specialist Business Advocacy
21	56733	Energy Specialist II
18	56732	Energy Specialist III
22	93303	Engineer Film Editor PBA
24	93209	Engineer Film Newscamera Operator PBA
22	93207	Engineer Newscamera Operator PBA
26	10253	Engineer Specifications Transportation
26	10494	Engineer Structures Plans and Specifications
N95	02470	Entomologist Trainee
19	02473	Entomologist II
N95	16310	Environmental Engineer Trainee
28	15873	Environmental Scientist II
25	15872	Environmental Scientist III
19	12522	Environmental Specialist
18	15852	Environmental Specialist
29	55544	Environmental Specialist Business Advocacy
N95	15840	Environmental Specialist Trainee
N95	15850	Environmental Specialist Trainee
16	15261	Estimator
18	15271	Estimator Building and Construction
19	80301	Evaluation Analyst Educational Opportunity Fund
24	80302	Evaluation Officer Educational Opportunity Fund
16	54992	Examiner and Investigator Real Estate Commission
18	31472	Examiner Cemetery Board
18	94712	Examiner Consumer Credit
15	65072	Examiner Disability Insurance
17	70131	Examiner Education Credentials
18	51482	Examiner III Inheritance Tax
21	51483	Examiner II Inheritance Tax
15	56192	Examiner Unemployment Tax
19	61742	Executive Clemency Investigator State Parole Board
30	93089	Executive Producer PBA
18	03963	Eye Health Nurse
28	62175	Family and Childrens Services Consultant
20	54713	Farm Products Marketing Representative
25	70123	Field Consultant in Teacher Education and Certification
20	82532	Field Coordinator College Cooperative Education
23	62184	Field Coordinator Day Care One Hundred
23	60657	Field Coordinator Purchase of Services, Youth and Family Services

20	52463	Field Investigator II Insurance	12	03841	Graduate Nurse 10 Months
17	52462	Field Investigator III Insurance	15	03852	Graduate Nurse 12 Months
22	60276	Field Investigator Institutionalized Elderly	25	80314	Graduate Program Coordinator Educational Opportunity Fund
22	60280	Field Investigator Nursing Care Institutionalized Elderly			Higher Education
22	03994	Field Representative Board of Nursing	19	93105	Graphic Artist PBA
17	34762	Field Representative Civil Defense	22	93106	Graphic Artist PBA
17	33372	Field Representative Construction Contract Compliance	22	60669	Habilitation Planning Coordinator
18	62752	Field Representative Eye Health	19	60453	Health Care Facilities Evaluator I
18	62852	Field Representative Health	17	60452	Health Care Facilities Evaluator II
22	30693	Field Representative II Public Advocate	24	00253	Health Data Record Specialist
19	30692	Field Representative III Public Advocate	28	54196	Health Economics Consultant
18	51682	Field Representative Local Property Tax	25	72884	Health Education Consultant
18	53932	Field Representative Medical Assistance and Health Services	22	52984	Health Facility Construction Monitor
18	60362	Field Representative Mental Health Services	21	00274	Health Facility Cost Estimator
20	56482	Field Representative Motor Vehicles	20	00271	Health Facility Equipment Specialist
21	01282	Field Representative Pharmaceuticals	N95	62850	Health Representative Trainee
16	03072	Field Representative Rural Development	24	31384	Hearing Agent Alcoholic Beverage Control
21	03063	Field Representative State Soil Conservation Committee	32	56706	Hearing Examiner I Public Utilities
20	55803	Field Representative State Use	29	56705	Hearing Examiner II Public Utilities
N95	65851	Field Representative Trainee Division on Civil Rights	27	55002	Hearing Officer Department of Insurance
16	62572	Field Representative Vending Stand Operator, Commission for Blind and Visually Impaired	27	55004	Hearing Officer Division of Consumer Affairs
19	53973	Field Representative Vital Statistics	24	64474	Hearing Officer Housing and Urban Renewal
16	55982	Field Representative Wage and Hour Compliance	27	61745	Hearing Officer Parole Revocations State Parole Board
18	34763	Field Representative Youth Program Defense	29	31446	Hearing and Review Officer Labor and Industry
20	65853	Field Representative II Division on Civil Rights	27	54852	Hearings Officer Department of Banking
18	65852	Field Representative III Division on Civil Rights	26	31465	Hearings Officer Division of Pensions
20	62123	Field Service Coordinator II Medical Assistance and Health Services	17	56472	Hearings Officer Motor Vehicles
22	93125	Film Editor PBA	27	61735	Hearings Officer Parole Revocations
27	55536	Finance and Marketing Specialist	22	70363	Helping Teacher I Education
26	55546	Financial Analyst Bureau of Prepaid Health Plans Medical Assistance	18	17492	Highway Safety Specialist
27	55548	Financial Specialist	24	55604	Historic Area Development Specialist
18	50532	Fiscal Analyst	21	74713	Historic Preservation Specialist I
25	80234	Fiscal Analyst Educational Opportunity Fund	18	74712	Historic Preservation Specialist II
25	55707	Foreign Trade Representative I	21	44772	Home Economist
22	55706	Foreign Trade Representative II	18	62662	Home Instructor Commission for the Blind and Visually Impaired
18	01591	Forensic Chemist	18	02451	Horticulturalist
24	01607	Forensic Microscopist	N95	02450	Horticulturalist Trainee
19	01603	Forensic Toxicologist	26	65453	Housing Specialist Office of Business Advocacy
N95	02650	Forester Trainee	27	55555	Industrial Development Marketing Specialist
21	74245	Forms Analyst	N95	17090	Industrial Engineer Trainee
25	16904	Frequency Coordinator Analyst	18	16282	Industrial Hygienist
N95	03050	Geologist Trainee	N95	16280	Industrial Hygienist Trainee
27	55542	Government Affairs Specialist Office of Business Advocacy			

20	54961	Inspector Leased Space	24	52483	Investment Analyst II
21	30752	Institutional Coordinator	20	52482	Investment Analyst III
18	60702	Institutional Supervisor Foster Grandparent Program	N95	52480	Investment Analyst Trainee
28	93056	Instructional Television Utilization Specialist PBA	24	52475	Investment Systems Analyst
18	62672	Instructor Commission for the Blind and Visually Impaired 10 Months	18	54142	Labor Market Analyst
22	62663	Instructor Commission for the Blind and Visually Impaired 12 Months	N95	54140	Labor Market Analyst Trainee
18	61382	Instructor Counselor	N95	10690	Landscape Architect Trainee
22	73193	Instructor I School for the Deaf 12 Months	20	30464	Law Clerk
18	75465	Instructor I 10 Months	23	01403	Learning Disabilities Specialist
21	75475	Instructor I 12 Months	24	52634	Leased Space Evaluator
19	73093	Instructor I School for the Deaf 12 Months	27	31455	Legal Assistant I Labor and Industry
19	73192	Instructor II School for the Deaf 12 Months	24	31394	Legal Assistant II Alcoholic Beverage Control
18	75474	Instructor II 12 Months	22	60402	Legal Services Coordinator
20	03874	Instructor of Nursing	21	74073	Librarian Institutions and Agencies School District
15	75464	Instructor II	21	74083	Librarian II
16	73092	Instructor II School for the Deaf	18	74082	Librarian III
N95	61380	Instructor-Counselor Trainee	22	15109	License Examiner II
21	55083	Insurance Examiner II	19	15108	License Examiner III
18	55082	Insurance Examiner III	26	93148	Lighting Director PBA
15	55081	Insurance Examiner IV	24	93146	Lighting Specialist PBA
18	45021	Intelligence Research Analyst	19	13723	Local Aid Analyst
N95	45021	Intelligence Research Analyst Trainee	18	56492	Management Assistant
26	55606	Intergovernmental Coordination Specialist	29	50086	Management Improvement Specialist I
21	34814	Internal Communications Specialist	26	50085	Management Improvement Specialist II
27	65085	Interstate Claims Coordinator	30	53103	Management Information Systems Specialist II
15	64751	Interviewer	27	53102	Management Information Systems Specialist III
16	54932	Investigator Banking	N95	56490	Management Trainee
17	65052	Investigator Disability Insurance	24	64864	Manpower Employer Relations Coordinator
20	30613	Investigator II Consumer Protection	21	64853	Manpower Specialist II
17	56002	Investigator II Private Employment Agency Section	18	64852	Manpower Specialist III
20	56303	Investigator II Professional Boards	N95	16890	Mechanical Engineer Trainee
21	51593	Investigator II Taxation	32	65376	Mediator I
17	30612	Investigator III Consumer Protection	27	65374	Mediator II
17	56302	Investigator III Professional Boards	N98	00156	Medical Consultant
18	51592	Investigator III Taxation	32	00067	Medical Examiner Disability Determinations
21	51503	Investigator Inheritance Tax	14	21232	Medical Records Librarian
16	55152	Investigator Insurance	24	53934	Medical Review Analyst
14	56762	Investigator Motor Carrier Road Tax	28	60176	Medical Social Work Consultant
19	33452	Investigator Office of the Public Defender	17	01954	Medical Technologist
22	62022	Investigator Public Welfare	24	35104	Military Education Officer Department of Defense
16	52343	Investigator State Lottery	21	17274	Mine Safety Education Technician
N95	51590	Investigator Taxation Trainee	22	52533	Mortgage Specialist
N95	33350	Investigator Trainee Office of the Public Defender			

22	55393	Municipal Finance Auditor II	N95	16470	Planner Trainee
19	55392	Municipal Finance Auditor III	19	12492	Planner Transportation
28	55565	National Industrial Development Representative	31	72638	Planning Associate Education
18	03061	Natural Resource Assistant	22	63012	Planning Specialist Alcoholism Control
N95	03060	Natural Resources Assistant Trainee	27	52554	Portfolio Manager Stocks and Bonds
19	02772	Naturalist	18	56012	Prevailing Rate Examiner II Wage and Hour Compliance
25	93066	News Editor PBA	16	56011	Prevailing Rate Examiner III Wage and Hour Compliance
24	93065	News Writer PBA	24	15090	Principal Engineer Code Service
29	18477	Nuclear Engineer	24	03173	Principal Research Analyst
24	03955	Nursing Consultant Health	18	54242	Procedures Analyst
24	44793	Nutrition Consultant	26	93087	Producer Director PBA
18	64892	Occupational Analyst	21	55742	Program Analyst
25	03914	Occupational Health Consultant I	25	55745	Program Assistant Correction and Parole
22	03913	Occupational Health Consultant II	25	60664	Program Assistant Division of Mental Retardation
18	55912	Occupational Health Consultant III	20	62753	Program Assistant Eye Health Services
17	03932	Occupational Health Nurse	18	80201	Program Assistant Financial Aid
22	03945	Occupational Safety Consultant I	25	62895	Program Assistant Health
19	03944	Occupational Safety Consultant II	24	55744	Program Assistant II Correction and Parole
17	03671	Occupational Therapist	25	60385	Program Assistant Mental Health
N95	03670	Occupational Therapist Trainee	20	80203	Program Assistant Planning and Research
18	55302	Operations Analyst	19	82172	Program Assistant Student Loans
25	35103	Operations and Training Officer New Jersey Military Academy Defense	22	80133	Program Associate Health Professions Education
21	02793	Operations Officer II Bureau of Parks	22	80312	Program Associate Student Assistance
19	61846	Parole Counselor	20	58002	Program Coordinator Council on the Arts
18	61772	Parole Officer	29	72697	Program Design and Analysis Specialist
N95	61770	Parole Officer Trainee	26	31544	Program Development Specialist I Legal Services
20	11244	Pedestrian Traffic Safety Education Specialist	21	64483	Program Development Specialist II
N95	53650	Pensions Counselor Trainee	21	31542	Program Development Specialist II Legal Services
21	53653	Pensions Counselor II	18	64482	Program Development Specialist III
18	53652	Pensions Counselor III	26	64154	Program Evaluator Day Care One Hundred
23	65363	Permit Coordination Officer II	24	80545	Program Officer Health Manpower Utilization
21	01292	Pharmacist	24	80555	Program Officer Health Professions Education
19	03691	Physical Therapist	23	65293	Program Planning and Development Specialist II Vocational Rehabilitation
24	03694	Physical Therapy Consultant Health	24	54225	Program Researcher
38	00098	Physician I	25	62995	Program Specialist Alcohol Abuse Activities
35	00097	Physician II	25	63055	Program Specialist Drug Abuse Activities
32	00096	Physician III	25	44665	Program Specialist Food Technology
37	00087	Physician Specialist II	24	00313	Project Coordinator Home Health Agencies
35	00086	Physician Specialist III	25	54924	Project Coordinator of Insurance and Risk Management
32	00085	Physician Specialist IV	27	17296	Project Engineer Safety
20	15072	Plan Examiner Construction Code Enforcement	20	44792	Project Nutritionist Health
			27	55624	Promotional Material Specialist

N99	01382	Psychological Assistant
N99	01383	Psychological Intern
30	01377	Psychology Consultant for Training
N95	01391	Psychology Resident
23	93071	Public Broadcasting Announcer PBA
25	93075	Public Broadcasting Writer PBA
32	01067	Public Health Dentist II
25	03974	Public Health Epidemiologist
15	03972	Public Health Nurse
32	00057	Public Health Physician
19	03983	Public Health Project Nurse
26	00856	Public Health Veterinarian
18	54452	Public Information Assistant
N95	54450	Public Information Trainee
15	93032	Public Information Writer PBA
24	74264	Public Programs Coordinator New Jersey Historical Commission
N95	63915	Public Service Trainee I
N95	63914	Public Service Trainee II
N95	63913	Public Service Trainee III
28	62156	Public Welfare Consultant
26	93036	Publications Editor PBA
23	70264	Pupil Transportation Specialist
21	65003	Quality Assurance Specialist
18	62191	Quality Control Analyst Medical Assistance and Health Service
24	18094	Radiation Physicist II
21	18093	Radiation Physicist III
18	18092	Radiation Physicist IV
N95	18090	Radiation Physicist Trainee
21	18102	Radiation Specialist
27	18084	Radiochemist I
24	18083	Radiochemist II
29	14306	Railroad Cost and Operation Analyst I
27	14305	Railroad Cost and Operation Analyst II
23	54962	Rate Analyst Leased Property
N95	55270	Rate Analyst Trainee
24	56724	Rate Analyst I Utilities
21	56723	Rate Analyst II Utilities
18	56722	Rate Analyst III Utilities
21	55273	Rate Analyst II Insurance
18	55272	Rate Analyst III Insurance
21	74202	Records Analyst II
18	74201	Records Analyst III

N95	74200	Records Analyst Trainee
27	31165	Referee Formal Hearings
26	64655	Referee Labor and Industry
27	30585	Referee Motor Vehicles
22	62154	Refugee Welfare Coordinator
22	60374	Regional Assistant Mental Health
20	60950	Regional Coordinator of Transportation Day Care and Training
22	03894	Regional Staff Nurse Medical Assistance
33	56737	Regulatory Officer Public Utilities
28	13333	Regulatory Officer II Public Transportation
18	65272	Rehabilitation Counsellor
N95	65270	Rehabilitation Counsellor Trainee
22	65263	Rehabilitation Specialist
21	64473	Relocation Specialist Housing and Urban Renewal
18	35361	Report Examiner
N95	35360	Report Examiner Trainee
23	52803	Representative Defense Welfare Services
18	03171	Research Analyst
26	50864	Research Analyst Business Advocacy
27	62204	Research Analyst Medical Assistance and Health Services
16	35072	Research Assistant Law Enforcement Planning Agency
20	35353	Research Assistant Police Training Commission
22	74253	Research Associate New Jersey Historical Commission
24	52334	Research Associate State Lottery
26	72194	Research Associate Technology for Children Project
24	54224	Research Associate Youth Reception and Correction Center
24	80303	Research Development Specialist Educational Opportunity Office
28	54005	Research Economist II
25	54104	Research Economist III
30	03166	Research Scientist I
28	03165	Research Scientist II
25	03164	Research Scientist III
28	03175	Research Scientist II Air Pollution
28	01765	Research Scientist II Heart
25	18073	Research Scientist III Radiological Health
25	55748	Research Specialist Correction and Parole
24	72636	Research Specialist Controversies and Disputes Education
27	65275	Research Utilization Specialist
N99	00475	Resident Psychiatrist First Year
N99	00478	Resident Psychiatrist Fourth Year
N99	00476	Resident Psychiatrist Second Year
N99	00477	Resident Psychiatrist Third Year
20	61947	Residential Parole Officer

22	04183	Residential Services Specialist II
19	04182	Residential Services Specialist III
25	62084	Review Officer Public Welfare
17	57062	Right of Way Negotiator
26	57145	Right of Way Research Analyst
24	56904	Rules Analyst Administrative Procedure
16	64845	Rural Manpower Representative
21	65153	Rural Manpower Technician
22	56784	Safety Agent Public Utilities
19	32185	Safety Supervisor State Colleges
18	03152	Sanitarian
N95	03150	Sanitarian Trainee
18	54882	Savings and Loan Examiner
26	93096	Scenic Designer P B A
11	03942	School Nurse Educational Centers
26	70394	School Program Coordinator II
26	73104	School Psychologist
19	73103	School Social Worker
21	33363	Securities Examiner II Bureau of Securities
18	33362	Securities Examiner III Bureau of Securities
27	52504	Securities Market Trader I
25	52503	Securities Market Trader II
22	52502	Securities Market Trader III
N95	52501	Securities Market Trader Trainee
18	02462	Seed Analyst
N95	02460	Seed Analyst Trainee
22	17693	Senior Architect
21	54322	Senior Area Coordinator Community Involvement
21	02253	Senior Bacteriologist
21	54863	Senior Bank Examiner
22	01743	Senior Biologist
21	01753	Senior Biologist
21	63853	Senior Career Development Specialist
21	01553	Senior Chemist
21	56093	Senior Claims Examiner
20	56373	Senior Claims Investigator
19	56123	Senior Claims Reviewer
24	61394	Senior Classification Officer
27	01385	Senior Clinical Psychologist
22	13874	Senior Commuter Facility Coordinator
22	13842	Senior Commuter Transportation Specialist Electrification
22	13852	Senior Commuter Transportation Specialist Facilities

22	13862	Senior Commuter Transportation Specialist Implementation
25	54003	Senior Economic Analyst
21	64763	Senior Employment Counselor
21	64693	Senior Employment Test Technician
22	10483	Senior Engineer Architectural Bridge Design
22	14093	Senior Engineer Civil
22	16693	Senior Engineer Electrical
22	10463	Senior Engineer Geology
22	16093	Senior Engineer Hydraulic
22	16083	Senior Engineer Hydrographic
22	17093	Senior Engineer Industrial
22	13093	Senior Engineer Materials
22	16893	Senior Engineer Mechanical
22	12693	Senior Engineer Planning
22	15283	Senior Engineer Program Control
22	10453	Senior Engineer Soils
22	14083	Senior Engineer Structural
22	10473	Senior Engineer Structural Bridge Design
22	11283	Senior Engineer Traffic
22	14893	Senior Engineer Utilities
22	10273	Senior Engineer Transportation
22	12293	Senior Engineer Transportation Research
21	16303	Senior Environmental Engineer
22	16313	Senior Environmental Engineer
22	12523	Senior Environmental Specialist
21	15853	Senior Environmental Specialist
21	15273	Senior Estimator Building and Construction
19	54993	Senior Examiner and Investigator Real Estate Commission
21	94713	Senior Examiner Consumer Credit
19	65073	Senior Examiner Disability Insurance
19	70132	Senior Examiner Education Credentials
19	56193	Senior Examiner Unemployment Tax
22	60655	Senior Field Operations Analyst Mental Retardation
20	62853	Senior Field Representative Health
21	51683	Senior Field Representative Local Property Tax
21	60363	Senior Field Representative Mental Health Services
19	60653	Senior Field Representative Mental Retardation
24	01283	Senior Field Representative Pharmaceuticals
20	35273	Senior Field Representative Police Training Commission
19	52393	Senior Field Representative State Lottery Sales
20	55983	Senior Field Representative Wage and Hour Compliance

16	16243	Senior Field Worker Public Health
24	93126	Senior Film Editor PBA
21	50533	Senior Fiscal Analyst
21	01592	Senior Forensic Chemist
22	01604	Senior Forensic Toxicologist
21	02653	Senior Forester
22	03043	Senior Geologist
21	03053	Senior Geologist
21	56473	Senior Hearings Officer Motor Vehicles
21	17493	Senior Highway Safety Specialist
24	44773	Senior Home Economist
21	02452	Senior Horticulturalist
16	62052	Senior Income Maintenance Technician
21	16283	Senior Industrial Hygienist
18	62223	Senior Inspector Child Care Centers
20	61853	Senior Inspector Correction and Parole
21	45022	Senior Intelligence Research Analyst
19	64752	Senior Interviewer
19	54933	Senior Investigator Banking
19	55153	Senior Investigator Insurance
22	33453	Senior Investigator Office of the Public Defender
19	33553	Senior Investigator Pharmaceuticals
21	54143	Senior Labor Market Analyst
22	10693	Senior Landscape Architect
16	74112	Senior Librarian
22	13724	Senior Local Aid Analyst
21	56493	Senior Management Assistant
17	21233	Senior Medical Records Librarian
21	01953	Senior Medical Technologist
19	74577	Senior Museum Technician
21	64893	Senior Occupational Analyst
21	55303	Senior Operations Analyst
21	61847	Senior Parole Counsellor State Parole Board
21	61773	Senior Parole Officer
21	03692	Senior Physical Therapist
21	16473	Senior Planner
22	16490	Senior Planner
22	12493	Senior Planner Transportation
21	54243	Senior Procedures Analyst
21	36024	Senior Program Analyst SLEPA
21	54453	Senior Public Information Assistant

16	62032	Senior Quality Control Reviewer
21	65273	Senior Rehabilitation Counselor
21	03172	Senior Research Analyst
22	12283	Senior Research Assistant Transportation
22	57083	Senior Right of Way Appraiser
21	57063	Senior Right of Way Negotiator
20	64846	Senior Rural Manpower Representative
21	03153	Senior Sanitarian
21	54883	Senior Savings and Loan Examiner
21	02463	Senior Seed Analyst
21	02353	Senior Serologist
24	62194	Senior Standards and Procedures Analyst
22	10123	Senior Statistical Engineer
21	54083	Senior Statistician
26	93116	Senior Television Writer P B A
19	57143	Senior Title Examiner
22	11224	Senior Traffic Control Analyst
21	63563	Senior Training Technician
22	13283	Senior Transportation Analyst
20	56083	Senior Unemployment Claims Investigator
29	00876	Senior Veterinarian Disease Control
21	02153	Senior Virologist
21	62553	Senior Vocational Counselor Comm for Blind & Visually Impaired
18	02352	Serologist
N95	02350	Serologist Trainee
24	60194	Social Work Consultant Health
20	60053	Social Worker I
18	60052	Social Worker II
N95	60050	Social Worker Trainee
26	03092	Soil Erosion and Sediment Control Specialist
18	03071	Soil Scientist
N95	03070	Soil Scientist Trainee
23	18485	Specification Writer I
25	18484	Specification Writer I
21	18483	Specification Writer II
24	03704	Speech Pathology Audiology Consultant Health
18	03652	Speech Therapist II
N95	03650	Speech Therapist Trainee
22	03653	Speech Therapist I
26	93035	Sports Editor PBA
16	34363	Staff Assistant I Department of Defense
14	34362	Staff Assistant II Department of Defense

21	01393	Staff Clinical Psychologist II	21	72403	Supervisor Student Personnel Services Newark Skills Center
18	01392	Staff Clinical Psychologist III	25	72414	Supervisor Technical Education Newark Skills Center
24	01394	Staff Clinical Psychologist I	29	70577	Supervisor Urban Education
21	62193	Standards & Procedures Analyst Medical Assistance & Health Services	25	70785	Supervisor Veterans Training
24	00302	Standards Development Specialist	25	70775	Supervisor Vocational Administrative Services
22	30961	State Investigator II Division of Criminal Justice	25	72164	Supervisor Vocational Guidance
19	30962	State Investigator III Division of Criminal Justice	25	71094	Supervisor Vocational Industrial Education
N95	30963	State Investigator Trainee Division of Criminal Justice	25	70915	Supervisor Vocational Services Disadvantaged
N95	54080	Statistician Trainee	25	70974	Supervisor Vocational Services Employment Orientation
18	54028	Statistician	25	70895	Supervisor Vocational Work Study Program
17	93003	Studio Assistant to the Director PBA	18	51402	Tax Analyst III
18	63114	Substance Abuse Counselor II	21	51403	Tax Analyst II
26	52175	Supervising Appraiser Public Utility Tax	26	51332	Tax Counselor II
28	54945	Supervising Planned RealEstate Development Research Analyst	22	51331	Tax Counselor III
25	70945	Supervisor Adult Basic Education	N95	51400	Tax Representative Trainee
25	71014	Supervisor Business Education	N95	51412	Taxation Analyst Trainee
25	72374	Supervisor Community Industrial Relations Newark Skills Center	21	51323	Taxpayer Service Representative II
25	71074	Supervisor Consumer Education	18	51322	Taxpayer Service Representative III
25	70905	Supervisor Cooperative Industrial Education	21	75293	Teacher I 12 Months
22	70523	Supervisor Culinary Arts Program Garden State School District	18	75292	Teacher II 12 Months
25	71024	Supervisor Distributive Education	11	75281	Teacher III
20	62913	Supervisor Examination and Licensing Environmental Protection	14	75291	Teacher III 12 Months
26	70184	Supervisor High School Equivalency Program I	18	35663	Teacher Speech and Hearing
22	70183	Supervisor High School Equivalency Program II	18	75283	Teacher I 10 Months
25	71064	Supervisor Home Economics	15	75282	Teacher II 10 Months
25	71044	Supervisor Industrial Arts	29	55146	Technical Examiner New Jersey Fair Plan
25	72184	Supervisor Introduction to Vocations	27	55250	Technical Innovation Specialist
25	72244	Supervisor M D T A I Education	21	15304	Technical Operations Specialist CATV
25	82444	Supervisor Model Shop and Science Equipment	24	36005	Technical Specialist SLEPA
27	34563	Supervisor National Guard Service Contracts	26	53044	Telecommunications Analyst II
21	41946	Supervisor of Bridges and Structures Highway	21	53043	Telecommunications Analyst III
24	42506	Supervisor of Building Repairs	24	93136	Television Cinematographer PBA
25	72674	Supervisor of Career Development	18	93134	Television Still Photographer PBA
25	44494	Supervisor of Household and Laundry Services	30	72708	Test and Measurements Design Specialist
21	42146	Supervisor of Landscape Maintenance	19	03662	Therapist Music
25	53724	Supervisor of Operations Racing Commission	17	57142	Title Examiner
24	54494	Supervisor Public Relations Fish Game and Shell Fisheries	25	55594	Tourism Representative I
29	70517	Supervisor Special Education Title 6	22	55593	Tourism Representative II
25	70514	Supervisor Special Education Training and Recruitment	26	55728	Trade Act Coordinator
			19	11223	Traffic Control Analyst
			N95	11221	Traffic Control Analyst Trainee
			22	63561	Training Services Coordinator



18	63562	Training Technician
N95	63560	Training Technician Trainee
19	13282	Transportation Analyst
N95	13280	Transportation Analyst Trainee
17	56082	Unemployment Claims Investigator
18	56102	Unemployment Insurance Technician III
24	56104	Unemployment Insurance Technician I
21	56103	Unemployment Insurance Technician II
26	70574	Urban Education Specialist
18	62353	Veterans Services Officer
26	00866	Veterinarian
18	02152	Virologist
N95	02150	Virologist Trainee
18	62552	Vocational Counselor Commission for Blind & Visually Impaired
18	61862	Vocational Counselor Correction and Parole
18	60152	Volunteer Services Assistant
18	25532	Voter Registration Specialist
23	55993	Wage Collection Referee
26	60165	Work Experience and Training Consultant
23	60154	Work Experience and Training Specialist

SELECTIVE INDEX	
TOPIC	PAGE
Agency Shop . . . . .	4
CETA Employees . . . . .	3
Clothing Maintenance Allowance . . . . .	19
Compensatory Time . . . . .	24
Cooperative Effort . . . . .	20
Deferred Compensation Plan . . . . .	19
Definitions (general). . . . .	2
Grievance . . . . .	6
Overtime . . . . .	22
Seniority. . . . .	47
Dental Care Plan . . . . .	19
Excluded from Unit . . . . .	1
Included in Unit. . . . .	1
Exclusive Dues Checkoff. . . . .	4
Eye Care Program . . . . .	18
Grievance Procedure	
Definitions. . . . .	6
General Rules and Procedures - Time Limits . . . . .	7
Hearings. . . . .	11
Investigation . . . . .	10
Scope . . . . .	7
Purpose . . . . .	6
Selection of Arbitrators . . . . .	12
Steps . . . . .	11
Health Maintenance Organization . . . . .	31
Just Cause . . . . .	14
Lateness Policy. . . . .	23
Lunch Period. . . . .	21
Meetings	
Administration of Agreement. . . . .	5
Safety. . . . .	51
Memoranda of Understanding. . . . .	60
Mileage Allowance . . . . .	63
One-Time Cash Payment. . . . .	18
Overtime Equalization. . . . .	22
Prescription Drug Program . . . . .	32
Rest Period . . . . .	21
Salary Program Administration . . . . .	20
Shop Stewards	
Selection . . . . .	42
Transfer and Reassignment . . . . .	43
Titles Included in Unit . . . . .	Appendix II

