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STATE OF NEW JERSEY



COMMUNICATIONS WORKERS OF AMERICA

PROFESSIONAL UNIT



July 1, 1992 — June 30, 1995

CONTENTS

ARTICLE	TITLE	PAGE NO.
	Preamble	1
I	Recognition of Rights and Definitions	1
	A. Recognition of Union and Unit	1
	B. Management Rights	2
	C. Definitions	2
	D. Special Circumstances	3
II	Policy Agreements	4
	A. Non-Discrimination	4
	B. Dues Deduction and Membership Information	4
	C. Policy Agreements, Strikes and Lockouts	6
	D. Administration of Agreement	7
III	Department of Personnel Rules	7
IV	Grievance Procedure	8
V	Discipline	15
VI	Compensation Plan and Program	22
	A. Special Salary Program July 1, 1992 to June 30, 1995	22
	B. Clothing Maintenance Allowance	22
	C. Dental Care Plan	23
	D. Eye Care Program	24
	E. Deferred Compensation Plan	24
	F. Special Training	24
	G. Salary Program Administration	25
	H. Bonus Payment for Second and Third Shift	25
	I. Salary Adjustment for Nurses and Teachers/Instructors and Employees earning less than \$15,000	26
	J. Cooperative Effort	26
VII	Position Reclassification and Reevaluation Review	26
VIII	Hours and Overtime	26
	A. Hours of Work	26
	B. Rest and Lunch Period	27
	C. Overtime	27
	D. Policy on Lateness	29
	E. Other Benefits	29
	F. Policy on Unexcused Absence	29
	G. Teachers (10 and 12 months)	29
IX	Compensatory Time Balances	30
X	Anniversary Dates	30
XI	Out-of-Title Work	30

XII	Promotion	31
XIII	Job Posting and Announcements - Career Service	32
	A. Job Posting	32
	B. Announcements	32
XIV	Job Vacancy Announcements for Unclassified Employees	32
XV	Department of Personnel Examinations	33
XVI	Performance Assessment Review	33
XVII	Holidays	35
XVIII	Special Time Off	36
XIX	Retirement Benefits	37
XX	Health Benefits Program, Health Maintenance Organization, Prescription Drug Program and Insurance Savings Program	37
	A. State Health Benefits Program	37
	B. Health Maintenance Organization	37
	C. Prescription Drug Program	38
	D. Insurance Savings Program	38
XXI	Health Insurance in Retirement	38
XXII	Leaves of Absence	38
	A. Administrative Leave - Career Service Program	38
	B. Jury Duty and Witness Leave	39
	C. Leaves of Absence Due to Injury (SLI)	39
	D. Pregnancy-Disability Leave	40
	E. Military Leave	40
	F. Sick Leave	41
	G. Vacation Leave - Career Service Program	43
	H. Continued Benefits	44
XXIII	Vacation Leave and Administrative Leave for Unclassified Employees	44
XXIV	Leaves of Absence Without Pay	45
XXV	Union Rights and Representatives	46
	A. Access to Premises	46
	B. Leave of Absence for Union Activity	46
	C. Bulletin Boards	47
	D. Representation Lists	48
	E. Union Stewards	48
	F. Union Privileges	48
	G. Informational Postcards	49
	H. Membership Packets	50
XXVI	Access to Personnel File	50
XXVII	Seniority	50
XXVIII	Layoff and Recall - Career Service	52
XXIX	Layoff and Recall for Unclassified and Provisional Employees	54

XXX	Liability Claims Indemnification	55
XXXI	Travel Regulations	57
XXXII	Health & Safety	59
XXXIII	Claims Adjustment	61
XXXIV	Tuition Aid and Employee Training	61
XXXV	Emergency Work (New Program)	61
XXXVI	Video Display Terminal Operators	63
XXXVII	Transfer and Reassignment	63
XXXVIII	Presentation of Agreement to Employees	66
XXXIX	Unemployment Compensation and Disability	66
XL	Maintenance of Benefits, Effect of Agreement and Complete Agreement	66
	A. Maintenance of Agreement	66
	B. Effect of Agreement	66
	C. Complete Agreement	67
XLI	Preservation of Rights	67
XLII	Effect of Law	67
	A. Legislative Action	67
	B. Savings Clause	68
XLIII	Notices	68
XLIV	Term of Agreement and Negotiations Procedures	68
	A. Term of Agreement	68
	B. Negotiations Procedures	68
	Memorandum of Understanding I	70
	Memorandum of Understanding II	70
	Appendix I - State Colleges Tuition Waiver Program	71
	Appendix II - Side Letters of Agreement	72
	Appendix III - Titles	79
	Appendix IV - Titles Eligible for Clothing Allowance	101
	Appendix V - Titles to be Added to Clothing Allowance Titles Effective July 1, 1994	104

PREAMBLE

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

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

ARTICLE I

RECOGNITION OF RIGHTS AND DEFINITIONS

A. Recognition of Union and Unit

1. The State by the Office of Employee Relations in the Governor's Office hereby recognizes the Union as the exclusive representative for collective negotiations for wages, hours of work and other terms and conditions of employment for all its employees in the statewide 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, career service, unclassified and provisional employees and all permanent full-time ten (10) month employees (career service, unclassified and provisionals) and permanent part-time employees (career service, unclassified and provisionals) who are employed a minimum of twenty (20) hours per week for forty (40) hour fixed workweek titles and seventeen and one-half (17½) hours per week for thirty-five (35) hour fixed workweek titles, and who are included in the classifications listed in Appendix II.

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

3. Excluded are:

- a. Managerial Executives
- b. 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 Union, all such rights, powers, authority, prerogatives of management and responsibility to promulgate and enforce reasonable rules and regulations governing the conduct and the activities of employees are retained by the State.

C. Definitions

- 1. All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.
- 2. The term "holiday" means any day so designated under Article XVII or a day specifically designated as such by the Governor.
- 3. The term "work unit" refers to a group of employees whose activities are closely related and whose conditions of work are governed by a single element of managerial activity. Employees may simultaneously be assigned to more than one (1) work unit in order to accommodate a variety of working conditions.
- 4. "Organization Unit" is an institution or a functional activity of one of the departments of State government as from time to time may be designated by the State. Each employee will be informed by his appropriate departmental authorities of the work unit and organizational unit in which he is employed.
- 5. An unfair practice is any action of either party so defined in Amendments to Chapter 303, Laws of 1968.
- 6. Career service employee - an employee serving in the classified service which is all offices and positions which are operating under the provisions of Title 11A, Department of Personnel, of the Revised Statutes except those offices and positions which are included in the unclassified service by law or Merit System Board determination.
- 7. Unclassified employee - any employee serving in the unclassified service which is any function of government not subject to the provisions of Department of Personnel Law and the regulations promulgated thereunder.
- 8. Provisional employee - one who has been appointed to a permanent position pending the regular appointment of an eligible person from a special reemployment, regular reemployment or employment list.

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

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

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

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

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

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

15. Permanent part-time employee - means an employee whose regular hours of duty are less than the regular and normal workweek as indicated in the Compensation Plan for that class title or agency but are at least twenty (20) hours per week in a 40 hour fixed workweek title or seventeen and one-half (17½) hours per week in a 35 hour fixed workweek title, and whose services are required without interruption for a period of more than six (6) months or for recurring periods aggregating more than six (6) months in any twelve (12) month period. Employees in this category may be career service, permanent or provisional, or unclassified, depending upon title and status of appointment.

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

D. Special Circumstances

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

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

ARTICLE II

POLICY AGREEMENTS

A. Non-Discrimination

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

B. Dues Deduction and Membership Information

1. Dues Deduction

a. The State agrees to deduct from the regular paycheck of any employee dues of the Union provided the employee submits an authorization for dues deductions in writing and in proper form to the responsible payroll clerk. On receipt of the form, the payroll clerk shall forward it within two (2) working days to the centralized payroll section, Department of the Treasury. Dues deduction will be reflected in the paycheck for the current pay period, provided the form is received in centralized payroll at least seven (7) calendar days prior to the end of the pay period otherwise to be reflected in the next pay period. If violations of these time frames are brought to the attention of the State, the State will review the matter and solve the problem prospectively forthwith.

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

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

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

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

2. Representation Fee (Agency Shop)

a. Subject to the conditions set forth in the paragraphs below, all eligible nonmember employees in this unit will be required to pay to the majority representative a representation fee in lieu of dues for services rendered by the majority representative until June 30, 1995. Nothing herein shall be deemed to require any employee to become a member of the majority representative.

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

In each year of the Contract on January 1, an assessment shall be made to determine if the minimum percentage has been exceeded. If it has, the agency fee shall continue until the following annual assessment. If it has not, the agency fee

will be discontinued and eligibility for reinstatement shall be on a quarterly basis as provided above.

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

b. Amount of Fee

Prior to the beginning of each contract year, the Union will notify the State in writing of the amount of regular membership dues, initiation fees and assessments charged by the Union to its own members for that contract year, and the amount of the representation fee for that contract year. Any changes in the representation fee structure during the contract year shall be in accordance with B.l.d. above.

The representation fee in lieu of dues shall be in an amount equivalent to the regular membership dues, initiation fees and assessments charged by the majority representative to its own members less the cost of benefits financed through the dues, fees and assessments and available to or benefiting only its members, but in no event shall such fee exceed 85% of the regular membership dues, fees and assessments.

c. Deduction and Transmission of Fee

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

The mechanics of the deduction of representation fees and the transmission of such fees to the Union will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Union.

The State shall deduct the representation fee as soon as possible after the tenth day following reentry into this unit for employees who previously served in a position identified as excluded or confidential, for individuals reemployed in this unit from a reemployment list, for employees returning from leave without pay, and for previous employee members who become eligible for the representation fee because of non-member status.

The State shall deduct the representation fee from a new employee as soon as possible after thirty (30) days from the beginning date of employment in a position in this unit.

d. Demand and Return System

The representation fee in lieu of dues only shall be available to the Union if the procedures hereafter are maintained by the Union.

The burden of proof under this system is on the Union.

The Union shall return any part of the representation fee paid by the employee which represents the employee's additional pro rata share of expenditures by the Union that is either in aid of activities or causes of a partisan political or ideological nature only incidentally related to the terms and conditions of employment, or applied toward the cost of other benefits available only to members of the majority representative.

The employee shall be entitled to a review of the amount of the representation fee by requesting the Union to substantiate the amount charged for the representation fee. This review shall be in conformance with the internal steps and procedures established by the Union.

The Union shall submit a copy of the Union review system to the Office of Employee Relations. The deduction of the representation fee shall be available only if the Union establishes and maintains this review system.

If the employee is dissatisfied with the Union's decision, he may appeal to a three-member board established by the Governor.

e. State Held Harmless

The Union hereby agrees that it will indemnify and hold the State harmless from any claims, actions or proceedings brought by any employee in the negotiations unit which arises from an agreement to deduct made by the State in accordance with this provision. Neither the State nor the employee shall be responsible for any back payment of the representation fee for any cause upon the entry or reentry of the employee into the Union from an excluded position or another unit. The term excluded position shall include but not be limited to confidential, managerial and exempted positions.

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

f. Legal Requirements

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

3. Membership Information

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

C. Policy Agreements, Strikes and Lockouts

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

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

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

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

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

6. The State and the Union agree that the working environment shall be characterized by mutual respect for the common dignity to which all individuals are entitled. It is agreed that verbal and/or physical harrassment of an employee is inappropriate.

D. Administration of Agreement

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

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

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

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

5. Status of Pending Department of Personnel Matters

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

ARTICLE III

DEPARTMENT OF PERSONNEL RULES

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

ARTICLE IV

GRIEVANCE PROCEDURE

A. A "Grievance" is:

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

B. Purpose and Employee and/or Union Rights

1. The purpose of this procedure is to assure prompt and equitable solutions of problems arising from the administration of the Agreement, or other conditions of employment by providing the exclusive vehicle set forth in this Article for the settlement of employee grievances, except that a grievant may request that the Merit System Board agree to review any matter as defined in A.2. above which by the terms of this grievance procedure may not be processed beyond Step Two, provided that such matter is within the jurisdiction of the Merit System Board. Nothing herein can be construed to require the Board to review such matter but any declination will be made in writing to the grievant and to the Union if a request to the Department of Personnel is made by the grievant.
2. It is agreed that the individual employee is entitled to use this grievance procedure and to be represented by the Union upon his request in accordance with the provisions hereof. He shall not be coerced, intimidated or suffer any reprisal as a direct or indirect result of such use.
3. Nothing in this Agreement shall be construed as compelling the Union to submit a grievance to arbitration or to represent an employee before the Merit System Board. The Union's decision to request the movement of any grievance at any step or to terminate the grievance at any step shall be final as to the interests of the grievant and the Union.
4. No grievance settlement reached under the terms of the Agreement shall add to, subtract from or modify any terms of this Agreement.
5. Where an individual grievant initiates an A.1. grievance, such grievance shall only be processed through Union representation.
6. The State will upon request, make available to the Union information in its possession to which the Union is entitled, to properly represent the grievant.
7. 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 Grievance

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

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

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

D. General Rules and Procedures

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

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

3. a. Where a grievance directly concerns and is shared by more than one (1) grievant, such group grievance may properly be initiated at the first level of supervision common to the several grievants. The initiation of such group grievance may be by appropriate Union representative(s) or one (1) of the grievants or both. A group grievance will only be processed by the Union and one (1) of the grievants designated by the Union. Nothing herein shall be construed as requiring the Union to process the group grievance.

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

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

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

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

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

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

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

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

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

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

hearing the department determines that a resolution of the grievance is not within its authority, the Union only may submit the grievance to the Office of Employee Relations within ten (10) days from the receipt of such determination. A determination by the Union not to pursue the grievance shall be final.

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

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

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

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

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

E. Grievance Time Limits and Management Responses

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

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

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

- a. at Step One within seven (7) days of the receipt of the grievance;
- b. at Step Two, within ten (10) days of the receipt of the appeal from the

Step One decision.

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

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

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

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

7. No adjustment of any grievance shall impose retroactivity beyond the date on which the grievance was initiated or the thirty (30) days provided in E.I. above except that payroll errors and related matters shall be corrected to the date of error.

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

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

F. Time Off for Grievance Investigation

1. Where a grievance has been formally submitted in writing and the Union represents the grievant, and where the Union Steward requires time to investigate such grievance to achieve an understanding of the specific work problem during working hours, the Steward will be granted permission and reasonable time, to a limit of one (1) hour, to investigate without loss of pay. It is understood that the supervisor shall schedule such time release, providing the work responsibilities of the Steward and of any involved employee are adequately covered, and providing further there is no disruption of work. Such time release shall not be unreasonably withheld and upon request could be extended beyond the one (1) hour limit for specified reasons, if in the judgment of the supervisor, the circumstances warrant an exception to this limit. Where a Union Steward serves a mutually agreed upon grievance district encompassing two (2) or more geographically separate work locations, and where the circumstances require it, a supervisor may authorize a maximum of two (2) hours for any appropriate investigation of grievances.

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

G. Time Off

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

- a. as may be required for appearance at a hearing or meeting of the employee's grievance scheduled during work hours;
- b. for necessary travel time during working hours.

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

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

3. At Steps One and beyond in the grievance procedure, witnesses may be heard and pertinent records received in accordance with Paragraph H., below.

H. Grievance Steps and Parties Therein

1. It is understood by the parties that the grievant shall receive at least one (1) hearing on the grievance prior to Step Three unless the grievance is satisfactorily resolved.

2. Step One

a. In the event the matter is not resolved informally, the grievant may submit his grievance in writing to the office or individual designated by the State to process the matter. Management shall schedule a grievance meeting unless the parties mutually agree to conduct a hearing and such agreement shall not be unreasonably withheld. At the first step grievance hearing or meeting the grievant may be represented by the steward, or the Union's designated local officer or local Union staff representative who is not an employee. In a hearing or meeting, one person shall act as spokesperson for the grievant and one person shall act as spokesperson for management.

b. A reasonable number of resource people shall be allowed to attend a grievance meeting if mutually agreed to by the parties. A resource person is an individual in the active employ of the State who possesses direct information important to the clarification of the matter and shall be treated in accordance with G.2., above, for purposes of time off.

3. Step Two

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

represented by the Steward and/or the designated Union representative and/or the designated local Union officer. One person shall act as spokesperson for the grievant and one person shall act as spokesperson for management. Either party may make a verbatim record through a certified shorthand reporter. Such record is to be made at the expense of the party who makes it. However, if both parties want a copy of the transcript, the cost of the transcript and the reporter shall be shared equally.

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

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

5. Step Three - Arbitration

a. In the event that the grievance has not been satisfactorily resolved at Step Two, and the grievance involves an alleged violation of the Agreement as described in the definition of a grievance in A.1 above, then arbitration may be brought only by the Union, through its designee within thirty (30) calendar days from the day the Union received the Step Two decision or from the date on which the Step Two decision was due, by mailing a written request for arbitration to the Public Employment Relations Commission and sending a copy to the Office of Employee Relations. In the event the Union deems it necessary to use an additional period beyond the thirty (30) days provided herein the time to appeal may be extended by the Union to not more than twenty (20) additional calendar days. Should the Union use any of these additional days, it is understood that the time used in computing the extent of the State's liability shall not exceed twenty (20) days from the day the Union received the Step Two decision or from the date on which the Step Two decision was due. If mutually agreed, a pre-arbitration conference may be scheduled to frame the issue or issues. All communications concerning appeals and decisions at this Step shall be made in writing. The request for arbitration shall contain the names of the department or agency and employee involved, a copy of the grievance form and the Step Two decision, if available.

b. Within thirty (30) days of the execution of this Agreement, the parties shall mutually agree upon a panel of not less than five (5) arbitrators. Each member of the panel shall serve in turn as the sole arbitrator for a given case. Where a member of the panel is unable to serve, the next member in sequence shall then serve. In the event the parties are unable to agree upon a panel of arbitrators within thirty (30) days, arbitrators shall be selected on a case-by-case basis under the selection procedure of the Public Employment Relations Commission until such time as the parties agree upon a panel.

c. The arbitrator shall conduct a hearing to determine the facts and render a decision in writing to the parties. The arbitrator shall not have the power to add to, subtract from, or modify the provisions of this Agreement or laws of the State, or any written policy of the State or subdivision thereof not inconsistent with this Agreement, or to determine any dispute involving the exercise of a management

function which is within the authority of the State as set forth in Article I.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 shall be divided equally between the parties. Any other cost of this proceeding including the cost of recording shall be borne by the party incurring the cost.

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

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

ARTICLE V

DISCIPLINE

A. The terms of this Article apply to permanent career service employees. Other employees shall be covered only as specifically provided.

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

C. Disciplinary action may be initiated for any of the reasons specified in Department of Personnel Rules or for any circumstance amounting to sufficient cause.

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

E. General Procedures

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

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

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

4. Cooling Off Period

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

F. 1. Major disciplinary penalties are:

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

2. Minor disciplinary penalties are:

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

G. Procedures for Major Discipline

Permanent career service employees (including provisional or probationary employees with permanent status), may only appeal major disciplinary penalties to the Merit System Board, pursuant to Department of Personnel Rules. Such appeal must be received by the Merit System Board within twenty (20) days after the date of receipt of the decision rendered in paragraph E.3. The Merit System Board's Law and the Rules and Regulations promulgated thereunder shall govern the disposition of such a request or petition.

H. Procedures for Minor Discipline

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

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

3. There is hereby established, a Joint Union/Management Panel consisting of two (2) individuals selected by the State and two (2) individuals selected by the Union and a third party neutral mutually selected by the parties. The purpose of this panel is to review appeals from Departmental determinations of disciplinary suspensions of one (1) through five (5) days, and fines of up to five (5) days pay.

4. In order that a disciplinary appeal be considered by the panel, the involved employee must file a written notice of appeal with the Department or Agency Head or designee who issued the decision upholding the disciplinary action. Such notice must be filed within ten (10) days of the receipt of such decision. The Department or Agency Head or designee will promptly forward a copy of such notice to the Office of Employee Relations and the appropriate local Union, together with a copy of the decision and any other documents which have been made part of the record.

5. Within fifteen (15) days of receipt of the Notice of Appeal, a Union staff representative shall notify the Office of Employee Relations in writing, if it wishes to have the case reviewed by the panel.

6. The panel shall meet once each month provided there are at least eight (8) cases to be considered. If, in any month there is no meeting because there are fewer than eight (8) cases on the agenda, there will be a meeting the following month if there are any cases to be heard. The parties may mutually agree to schedule additional meetings if necessary. The agenda of each monthly meeting shall consist of all cases as to which the Union has requested panel consideration provided that the notification is received at least fourteen (14) calendar days prior to the scheduled date of the panel meeting.

7. The panel considerations shall be based upon the Department or Agency Head or designee's decision and any documents that have been made a part of the record. The State and Union panel members shall discuss each case on the agenda and with the assistance of the neutral panel member, attempt to jointly resolve the appeal. Where the State and Union panel members agree, the appeal shall be dismissed or upheld, or the involved penalty may be modified. Where the State and

Union panel members do not agree as to the disposition of the appeal, the neutral panel member will determine whether the case raises issues which may warrant submission to arbitration. In the event the neutral determines that the case does not raise issues which may warrant submission to arbitration, such determination shall be final and the case closed.

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

9. In the event the neutral determines that a case raises issues which may warrant submission to arbitration, the Union may elect to appeal to disciplinary arbitration as provided herein. The neutral panel member may not serve as the arbitrator for any matter which has been submitted to the panel.

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

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

I. Arbitration

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

2. a. The sole determination to be made by the arbitrator shall be the guilt or innocence of the employee and he shall, therefore, sustain the penalty imposed or vacate it by his opinion, however, the arbitration decision rendered shall be complete. He shall neither add to, subtract from, nor modify any of the provisions of this Agreement by any award.

b. The arbitrator's opinion shall contain a short statement of the nature of the proceedings, the positions of the parties and specific findings and conclusions based on the facts. In addition, the arbitrator's order shall discuss any of the testimony, evidence or position of the parties which merit special analysis or explanation.

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

4. Within thirty (30) days of the execution of this Agreement, the parties shall mutually agree upon a panel of not less than five (5) disciplinary arbitrators. Each member of the panel shall serve in turn as the sole arbitrator for a given case. Where a member of the panel is unable to serve, the next member in sequence shall then serve. In the event the parties are unable to agree upon a panel of arbitrators within thirty (30) days, arbitrators shall be selected, on a case-by-case basis under the selection procedure of the Public Employment Relations Commission until such

time as the parties agree upon a panel. The disciplinary arbitrator shall hold a hearing at a place convenient to the parties as soon as possible after the request for arbitration but not later than thirty (30) days after the arbitrator accepts the case.

J. Unclassified, Provisional and Special Services Employee Discipline Procedures

1. The following shall constitute the disciplinary appeal procedure rights for unclassified and provisional employees who have been employed in such capacity for a minimum of six (6) months. Upon request of the employee, the employee may be represented by the Steward, or a non-State employee representative of the Union as follows:

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

2. In the event an unclassified or provisional employee is dismissed from State employment without receiving specific written reasons and such dismissal is not related to fiscal problems or programmatic changes and in the judgment of the State such dismissal is not of a nature whereby the employee must be immediately removed from the work location, the State shall provide the employee with at least ten (10) calendar days notice in advance of the dismissal.

Unless there are exceptional circumstances, when such employees are dismissed from State employment due to misconduct, management shall serve the employee with the specific written reasons relating to the misconduct. The employee may request and shall be granted a hearing by the department or agency head or his designee, whose decision shall be final. Time limits in E.3. shall apply. The burden of proof for unclassified employees shall be on the employee.

3. It is understood that nothing herein shall be construed as limiting the State from exercising its inherent discretion to terminate unclassified employees who serve at the pleasure of the department or agency head, without stating the reasons therefore. Dismissal related to job performance shall not fall within the purview of this article. Grievances concerning the interpretation of this article shall be processed in accordance with Article IV as non-contractual (A.2.) grievances.

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

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

An appeal to the Office of Employee Relations may be brought by the employee through the Union by mailing a written request for review of the Department decision to the Office of Employee Relations by certified or registered mail. Such request for review must be postmarked within fifteen (15) calendar days from

receipt of the decision rendered by the Department. The request shall contain the name of the Department or agency and the employee involved, a copy of the original appeal, the notice of discipline and the written decision rendered.

The Office of Employee Relations will meet with the Union to review the record of the discipline within 30 days of receipt of the appeal from the Union. If the discipline appeal is not resolved at that meeting it shall be so noted in writing. The Union, may elect to appeal the discipline to binding arbitration. The appeal shall be sent to the Office of Employee Relations (by registered or certified mail) and postmarked within eighteen (18) calendar days from the OER/Union written determination.

The arbitrators hearing these appeals shall come from the panel selected to hear minor discipline appeals from the Joint Union Management Panel. The arbitrator shall hold a hearing at a place convenient to the parties as soon as possible after the request for arbitration but not later than thirty (30) days after the arbitrator accepts the case.

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

Should the arbitrator's award provide for reinstatement with backpay for all or part of a period of suspension, termination of service or reduction in grade, the employee may be paid for the hours he would have worked in his normally scheduled workweek at his normal rate of pay but not exceeding forty (40) hours per week or eight (8) hours per day, less any deductions required by law or other offsetting income for the 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 shall not substitute a more severe penalty than has been imposed by the State.

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

K. General Provisions

1. In the event a formal charge of misconduct is made by the State against an employee and if s/he so requests, s/he shall be entitled to a representative of the Union only as a witness or as an advisor during any subsequent interrogation of the employee concerning such charge. No recording of such procedure shall be made without notification to the employee. The employee and/or the Union, if present, may request and receive a copy of such recording, if made. There shall be no presumption of guilt.

Where an employee is interrogated during the course of a formal investigation and when there is a reasonable likelihood that the individual being questioned may have formal charges preferred against her/him, the nature of those contemplated charges shall be made known to the employee who shall then, if s/he requests, be entitled to a representative of the Union, only as a witness or as an advisor, during subsequent interrogation concerning the charge provided that the interrogation process shall not be delayed and/or the requirement to expedite any official duty not be impaired.

2. A permanent career service employee must be served with a Preliminary Notice of Disciplinary Action setting forth the charges and afforded the opportunity for a hearing prior to imposition of major discipline, except:

a. An employee may be suspended immediately and prior to a hearing where it is determined that the employee is unfit for duty or is a hazard to any person if permitted to remain on the job, or that an immediate suspension is necessary to maintain the health, safety, order or effective direction of public services.

b. An employee may be suspended immediately when the employee is formally charged with a crime of the first, second or third degree or a crime of the fourth degree on the job or directly related to the job.

c. Where a suspension is immediate under (a) or (b) above, and is without pay, the employee must first be apprised either orally or in writing, of why an immediate suspension is sought, the charges and general evidence in support of the charges and provided with sufficient opportunity to review the charges and the evidence in order to respond to the charges before a representative of the appointing authority. The employee may be represented by an authorized union representative.

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

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

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

6. When a final determination of innocence is rendered through a decision arising out of a Departmental hearing, or a Merit System Board hearing, or

discipline arbitration hearing, the employee initially disciplined shall not be recharged with discipline, on matters arising out of the same facts that the initial discipline was based upon.

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

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

ARTICLE VI

COMPENSATION PLAN AND PROGRAM

A. Special Salary Program July 1, 1992 to June 30, 1995

It is agreed that during the term of this Agreement for the period of July 1, 1992 - June 30, 1995, the following salary and fringe benefit improvements shall be provided to eligible employees in the unit within the applicable policies and practices of the State and in keeping with the conditions set forth herein.

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

1. a. There shall be a five (5%) percent across the board increase applied to the current base salary to be effective in the pay period which commences October 2, 1993.

b. There shall be a six (6%) percent across the board increase applied to the then current base salary to be effective June 25, 1994.

2. For ten (10) month employees the five (5%) percent increase shall be applied to the base salary effective November 13, 1993. The six (6%) percent increase shall be effective September 1, 1994.

3. The State Compensation Plan salary schedule shall be adjusted in accordance with established procedures to incorporate the increases set forth in 1. and 2. above for each step of each salary range. Each employee shall receive the increase by remaining at the step in the range occupied prior to the adjustments.

4. Normal increments shall be paid to all employees eligible for such increments within the policies of the State Compensation Plan during the term of this Contract.

5. Employees who have been at the eighth step of the same range for 18 months or longer shall be eligible for movement to the ninth step providing their performance warrants this salary adjustment.

B. Clothing Maintenance Allowance

1. The clothing maintenance allowance shall be paid to those full-time employees serving in titles in which the employees are required to wear special clothing or a uniform and which title received a cash clothing allowance in fiscal year 1991-1992.

2. a. Each full time employee serving in a title under the conditions described in B.1. above, and who will have completed one (1) full year of service on or before July 1, 1992 shall receive a cash clothing maintenance allowance of \$500. Each eligible full time employee who will have completed six (6) months of service on or before July 1, 1992 shall receive \$250.

b. Each full time employee serving in a title under the conditions described in B.1. above, and who will have completed one (1) full year of service on or before July 1, 1993 shall receive a cash clothing maintenance allowance of \$500. Each eligible full time employee who will have completed six (6) months of service on or before July 1, 1993 shall receive \$250.

c. Each full time employee serving in a title under the conditions described in B.1. above, and who will have completed one (1) full year of service on or before July 1, 1994 shall receive a cash clothing maintenance allowance of \$550. Each eligible full time employee who will have completed six (6) months of service on or before July 1, 1994 shall receive \$275.

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

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

5. It is understood between the parties that the clothing maintenance allowance applicable to eligible unit employees shall be a subject for renegotiation for the contract that succeeds this Agreement terminating June 30, 1995.

C. Dental Care Plan

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

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

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

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

5. An optional Group Dental program which will provide services through specific dental clinics will be made available to employees in this unit.

Participation in this program shall be voluntary with a condition that each participating employee authorize a bi-weekly salary deduction not to exceed 50 percent of the cost of the coverage for a one year period. Employees will be able to enroll in only one of the two programs or in no program at all.

D. Eye Care Program

1. It is agreed that the State shall continue the Eye Care Program during the period of this Contract. The coverage shall provide for a \$35.00 payment for regular prescription lens or \$40.00 for bifocal lens or more complex prescriptions. Included are all eligible full-time employees and their eligible dependents (spouse and unmarried children under 23 years of age who live with the employee in a regular parent-child relationship). The extension of benefits to dependents shall be effective only after the employee has been continuously employed for a minimum of sixty (60) days.

2. Full-time employees and eligible dependents as defined above shall be eligible for a maximum payment of \$35.00 or the cost, whichever is less, of an eye examination by an Ophthalmologist or an Optometrist.

3. Each eligible employee and dependent may receive only one payment for glasses and one payment for examinations during the period July 1, 1991 to June 30, 1993 and one payment for glasses and one payment for examination during the period of July 1, 1993 to June 30, 1995. Proper affidavit and submission of receipts are required of the employee in order to receive payments.

E. Deferred Compensation Plan

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

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

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

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

F. Special Training

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

G. Salary Program Administration

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

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

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

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

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

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

H. Bonus Payment for Second and Third Shift

1. There shall be a bonus payment of \$200 in December of fiscal years 1992/1993; 1993/1994; and \$240 in December of fiscal year 1994/1995 to all full-time employees who worked at least one hundred and ninety-five (195) shifts on either the second (2nd) and/or the third (3rd) shift, (which are commonly known as the afternoon or evening shift and the night or midnight shift), for the eligibility period of twelve (12) months preceding the December payment (November 1 through October 31).

2. Full-time employees who are in positions that require rotation of shifts and who work rotating shifts during the eligibility period (November 1 through October 31), one hundred seventy (170) of which are on the second (2nd) and third (3rd) shifts, (which are commonly known as the afternoon or evening shift and the night or midnight shift), shall also be eligible to receive the bonuses.

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

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

5. Permanent part-time employees who work at least half time and who meet the eligibility requirements set forth above and work a 5 day week and work at least 195 shifts during the above period will receive a pro rata share.

I. Salary Adjustment for Nurses and Teachers/Instructors

1. The two range increase negotiated in the 1989/1992 contract for Nurses and Classroom Teachers/Instructors shall continue in effect under this contract.

2. Effective the first pay period in fiscal year 1994/1995, employees in titles that require a teaching certification and who supervise teachers in State service who participate in classroom teaching responsibilities and who received the prior contractual two range increase shall have their salary increased by two ranges. Such employees will be placed in their new range in the same step that they occupied in their old range.

J. Cooperative Effort

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

ARTICLE VII

POSITION RECLASSIFICATION AND REEVALUATION REVIEWS

A. Reclassification

Employees in the negotiation unit may initiate requests for position reclassification in accordance with the applicable Merit System Rules and Regulations and in keeping with the conditions and procedures established by the Department of Personnel. 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 Union may request the reevaluation of a job classification in accordance with applicable Merit System 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 Union to present its views, and present its position to the Union as provided in the Merit System Rules and Regulations, in writing if requested.

C. Implementation

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

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

5. For fixed workweek employees, when such employees' shift is changed, adequate advance notice which normally will be at least seven (7) working days and which shall not be less than forty-eight (48) hours, except in the case of an emergency, will be given to the affected employee.

B. Rest and Lunch Period

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

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

3. The normal schedule shall include a provision for an unpaid lunch period during the mid-portion of the work day. There shall be a minimum of one-half (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 at the discretion of management. Employees may request compensation credits in compensatory time or in cash.

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

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

4. Hours worked on a holiday are not considered hours worked for the computation of regular overtime in the workweek but shall be compensated at time and one-half (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. The State shall not ordinarily assign more than sixteen (16) consecutive hours of work.

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

10. Each employee is expected to be available for a reasonable amount of overtime work. An employee who refuses an overtime or on-call assignment with a reasonable excuse will not be subjected to disciplinary action. 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 Union officers, stewards and employees concerned.

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

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

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

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

D. Policy on Lateness

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

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

2. Lateness or absence due to weather conditions

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

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

E. Other Benefits

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

F. Policy on Unexcused Absence

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

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

ANNIVERSARY DATES

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

ARTICLE XI

OUT-OF-TITLE WORK

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

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

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

ARTICLE XII

PROMOTION

Promotion qualifications and procedures for permanent career service employees are governed by the Department of Personnel pursuant to Statute and Rules and Regulations promulgated thereunder.

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

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

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

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

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

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

ARTICLE XIII

JOB POSTING AND ANNOUNCEMENTS - CAREER SERVICE

A. Job Posting

1. To provide promotional opportunities for employees within a department or organizational unit, existing or planned job vacancies shall be prominently posted within the promotional examination scope established by the Department of Personnel for seven (7) days. Broader posting may be undertaken by the department at its option. When provisional promotions are to be made within a work unit, employees who meet the minimum qualifications and are capable of performing the work as determined by management, and file pursuant to this article shall be given consideration for such appointment. The posting shall include a description of the job, any required qualifications, the location of the vacancies, the salary range, the hours of work and the procedures to be followed by employees interested in making application.

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

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

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

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

B. Announcements

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

ARTICLE XIV

JOB VACANCY ANNOUNCEMENTS FOR UNCLASSIFIED EMPLOYEES

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

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

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

ARTICLE XV

DEPARTMENT OF PERSONNEL EXAMINATIONS

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

ARTICLE XVI

PERFORMANCE ASSESSMENT REVIEW

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

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

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

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

2. Employees who are eligible and whose performance is above the "Significantly Below Standard" level shall be granted a normal merit increment.

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

C. Performance Evaluation Conference

At least every six (6) months the employer shall have a conference with the employee in connection with performance evaluation and improvement goals and

work standards. Ratings and conferences ordinarily shall be given by or conducted by the immediate supervisor. A written record of such conference shall be provided to the employees within three (3) weeks of the conference.

D. Less than "Standard" Rating

1. a. Where the performance of an employee is less than "Standard", the designated supervisor will confer with such employee at least once every three (3) months and shall set forth the deficiencies and improvement goals required to achieve a "Standard" level of performance or better.

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

c. Grievances which evolve from the inability of the employee and designated supervisor to reach agreement on performance and improvement goals and work standards shall be treated as an A.2 grievance.

2. Where a normal merit increment has not been earned due to a "Significantly Below Standard" rating and the performance of the employee improves to the point which warrants granting of the normal merit increment, such increment may be granted effective on any payroll period following 90 days from the anniversary date.

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

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

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

F. Orientation Material

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

G. In the event of a proposed modification or change in part or all of the Performance Assessment Review System, the State agrees to discuss such changes with the Union prior to its introduction and/or adoption.

H. Employees receiving ratings above that of "Significantly Below Standard" shall be granted an increment.

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

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

B. Where grievances pertaining to performance evaluation and/or denial of normal merit increment based upon the above mentioned departmental policies are pursued to Step Three, Arbitration, the award of the arbitrator shall be advisory and non-binding as provided in Article IV, Grievance Procedure, Step 3, Paragraph e.

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 XVII

HOLIDAYS AND PERSONAL PREFERENCE DAYS

A. Holidays

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

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

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

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

B. Personal Preference Days

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

a. the agency employing the individual agrees and schedules the alternative date off in lieu of the holiday specified and the employing agency is scheduled to operate on the alternative dates selected;

b. the employee shall be paid on the holiday worked and deferred at his regular daily rate of pay;

c. the commitment to schedule the personal preference day off shall be non-revokable;

d. and provided further that if, due to an emergency, the employee is required to work on the selected personal preference day he shall be paid on the same basis as if it were a holiday worked including the premium pay.

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

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

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

ARTICLE XVIII

SPECIAL TIME OFF

A. Emergency or Special Observations

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

B. Other

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

C. Inclement Weather

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

ARTICLE XIX

RETIREMENT BENEFITS

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

ARTICLE XX

HEALTH BENEFITS PROGRAM, 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 "1420" plan, 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 Union shall receive a copy of such brochure.

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 \$5.00 per prescription or renewal of such prescription and further subject to specific procedural and administrative rules and regulations which are part of the Program.

2. Each employee shall be provided with an authorization and identification card, and a brochure describing the details of the Program.

D. Insurance Savings Program

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

ARTICLE XXI

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.

ARTICLE XXII

LEAVES OF ABSENCE

A. Administrative Leave-Career Service Program

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

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

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

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

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

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

B. Jury Duty and Witness Leave

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

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

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

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

C. Leave of Absence Due to Injury (SLI)

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

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

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

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

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

D. Pregnancy-Disability Leave

1. Permanent employees covered by this Agreement, upon the submission of acceptable medical evidence, shall be entitled to pregnancy-disability leave as hereinafter set forth. Request for such leave will be made in writing to the Personnel Department. Notification of the pregnancy shall be given to the Personnel Department not later than the end of the fourth month of the pregnancy. Except for reasons of health and safety or inability to perform her job, the pregnant employee shall be permitted to work provided the attending physician approves and so advises in writing. The utilization of earned and accrued sick leave shall be limited only by the length of the employee's approved disability due to pregnancy.

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

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

4. Child care leave may be granted by the appointing authority for a maximum of one (1) year under the same terms and conditions applicable to all other personal leaves without pay.

E. Military Leave

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

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

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

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

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

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

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

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

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

F. Sick Leave

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

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

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

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

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

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

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

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

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

7. Death in Family

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

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

9. An employee may apply for use of sick leave for periods of less than his full work day for any appropriate and approved reason such as becoming ill while working during the assigned shift or in order to keep a medical appointment which could not be arranged during non-work time. The employee must charge such sick leave against his accumulated sick leave balance, or, if such employee has no sick leave balance, he may charge such time against other accrued paid leave time if available, or, alternatively, leave without pay. Utilization of any sick leave for less than a full work day shall be on an hourly basis; one hour of sick leave charged for each hour, or portion thereof, excused from the work shift. For purposes of this clause, only, seven (7) hours is equal to one (1) day of sick leave for employees serving in a No Limit (NL) category and eight (8) hours is equal to one (1) day of sick leave for those employees serving in a NL4 category. Where an NL or NL4 employee utilizes sick leave for a period of less than his established work schedule for the day, such employee shall be charged sick leave on a pro-rata basis in accordance with the work schedule established on the day of utilization.

10. Unused Sick Leave - Retirement

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

b. The supplemental compensation to be paid shall be computed at the rate of one-half (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 \$15,000. This supplemental compensation shall be paid in a lump sum after the effective date of retirement or as may be elected by the employee deferred for one (1) year.

G. Vacation Leave - Career Service Program

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

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

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

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

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

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

It is understood that the current program to schedule vacation time in effect at each institution or agency will be continued. Conflicts concerning the choice of

dates when scheduling vacations will be resolved within the work unit on the basis of State seniority. Specific requests for vacation utilization which do not conflict with operational considerations shall not be unreasonably denied.

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

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

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

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

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

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

H. Continued Benefits

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

ARTICLE XXIII

VACATION LEAVE AND ADMINISTRATIVE LEAVE FOR UNCLASSIFIED EMPLOYEES

In accordance with applicable rules, regulations, and policies, employees serving in the unclassified service shall have an option of selecting a policy of vacation leave and administrative leave as prescribed by the State for employees in the career service or the policy of vacation leave and administrative leave for unclassified employees as determined to be appropriate by the Department Head.

This option may be exercised not more than once on forms furnished by the respective employee's Personnel Officer. The department policy in effect on the date of the signing of the Agreement shall not be changed without prior notice to and negotiations with the Union.

The provisions of 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 career service and shall also be entitled to holidays and personal leave days as set forth in this Agreement for the career 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.

A program to schedule vacation time at each institution or agency will be established by the appropriate management official. Conflicts concerning the choice of dates when scheduling vacation will be resolved within the work unit on the basis of State seniority. For purposes of this Article, an unclassified employee shall begin to accumulate State seniority from the date of initial hire with the State of New Jersey until there is a break in service.

This provision does not apply to ten (10) month employees whose work schedules are governed by an academic calendar.

ARTICLE XXIV

LEAVES OF ABSENCE WITHOUT PAY

A. All employees covered by this Agreement, upon written application setting forth the reason, may be granted a leave of absence without pay for a maximum period of one (1) year by the appointing authority with the approval of the Department of Personnel. Further leave in exceptional situations may be granted by the appointing authority with the approval of the Department of Personnel, where it is in the public interest.

B. The appointing authority shall request approval from the Department of Personnel for a leave of absence without pay, up to a maximum period of one (1) year for an employee elected or appointed to a full-time position with the Union. Such leaves may be renewed on an annual basis. Employees holding full-time elected or appointed positions with the Union shall be permitted to remain on leaves of absences without pay for the duration of this collective negotiations agreement. Each annual renewal is subject to approval by the Department of Personnel.

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

ARTICLE XXV

UNION RIGHTS AND REPRESENTATIVES

A. Access to Premises

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

2. The Union shall be allowed to conduct normal business meetings on State properties, provided that space is available during hours when the facilities are open; requests are made and approved at least one (1) week in advance of the proposed date of use and that liability for the damages, care and maintenance, and any costs which are attendant thereto are borne by the Union. Employees may attend such meetings only during off duty hours. Less notice may be acceptable to the State.

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

B. Leave of Absence for Union Activity

1. The State agrees to provide leaves of absence with pay for designees of the Union to attend Union activities. A total of 735 days of such leave of absence may be used during the period July 1, 1992 through June 30, 1993, and 735 days of such leaves of absence during the period July 1, 1993 through June 30, 1994; and 735 days of such leaves of absence during the period July 1, 1994 through June 30, 1995.

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

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

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

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

5. In addition, the State agrees to provide leave of absence without pay for designees of the Union to attend Union activities approved by the State. A total of 735 days of such leave of absence without pay may be used during the period July 1, 1992 to June 30, 1993; and 735 days during the year July 1, 1993 to June 30, 1994; and 735 days during the period July 1, 1994 through June 30, 1995.

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

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

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

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

C. Bulletin Boards

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

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

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

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

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

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

D. Representation Lists

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

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

E. Union Stewards

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

F. Union Privileges

1. Where the State has a newsletter or house organ which is published periodically for the information of employees, announcements of Union meetings of

unit representatives or affairs may be included if requested by the unit representative.

2. Where the Union has mail to be delivered to its officers or other representatives, the inter-office mail system will be made available to deliver such mail within any institution or building provided that priority is retained for the business of the State.

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

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

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

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

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

G. Informational Postcards

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

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

H. Membership Packets

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

ARTICLE XXVI

ACCESS TO PERSONNEL FILE

A. Upon request and with reasonable notice, an employee shall have the opportunity to review and examine pertinent documents including those related to performance evaluation and conduct in his 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 PARS Program will be given to the employee upon his request.

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

ARTICLE XXVII

SENIORITY

I. Definition

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

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

II. Permanent Employee

A. Employees shall be considered to have State seniority upon successful completion of the probationary period (working test period) for any permanent position, effective on the first day worked following such successful completion but computed from the date of initial hire. Such State seniority is 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 XXVIII shall apply.

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

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

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

III. Provisional and Probationary Employees

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

determination of the Department of Personnel that the positions are in the same or appropriately related job class series.

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

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

ARTICLE XXVIII

LAYOFF AND RECALL - CAREER SERVICE

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

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

C. Permanent employees within a department will not be laid off before any emergency appointments, temporary appointments to temporary extra positions, provisional appointments to permanent positions or employees serving in working test period within the classification affected.

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

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

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

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

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

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

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

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

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

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

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

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

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

N. 1. The State will discuss with the Union any decision to subcontract work based on solely fiscal reasons when it is apparent that employees will be laid off as a direct result of the subcontracting.

2. If, during the term of this Contract, the State contracts out or subcontracts work normally performed by employees covered by this Contract and such action results in layoff or demotion, employees affected will be given every priority

available to continue their employment within their classification or any other position available for which they are qualified, prior to layoff or demotion. Any employee thus affected will be protected by the layoff and recall provisions of the Contract and by any relevant laws, rules and regulations.

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

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

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

ARTICLE XXIX

LAYOFF AND RECALL FOR UNCLASSIFIED AND PROVISIONAL EMPLOYEES

A. In the event management determines that a department-wide layoff due to financial exigencies or programmatic changes must take place which will affect unclassified or provisional employees the following procedure shall be observed:

1. The Union shall be notified of the layoff as far in advance as possible.

2. Affected employees shall be given a generalized notice of layoff at least forty-five (45) calendar days, prior to the reduction in force.

3. The State will supply the Union with relevant data concerning the layoff.

4. Employees serving in the same job classifications within the work unit affected who, in the judgment of management, have performed unsatisfactorily; or are lacking with respect to having achieved or maintained necessary and/or expected certifications, degrees, or like qualifications; or are lacking the abilities and/or skills necessary to perform current or future work assignments shall at the option of management be laid off first. Due consideration shall be given to the concepts of affirmative action.

5. Where, in the judgment of management, the elements set forth in paragraph 4. above do not distinguish employees affected by the reduction in force such employees serving in the same job classification within the work unit shall be laid off in inverse order of job classification seniority. For purposes of this article, an employee shall begin to accrue job classification seniority as of six (6) months subsequent to the effective date of the employee's initial appointment to the particular job classification to which he is assigned. Employees who are appointed to a new job title (due to promotion, for example) subsequent to having served the initial six (6) month period shall begin to accrue job classification seniority three (3) months subsequent to the effective date of the employee's appointment to such new job title, provided that there has been no break in service. An employee's job classification seniority accrued prior to a layoff shall be continued and again begin to accrue immediately upon the employee's return to full employment status in the

same job title in which he had been serving prior to the layoff. Job classification seniority shall continue to accumulate until there is a break in service. Employees on unpaid leaves of absence or layoff shall not accrue job classification seniority during the leave or during the period of layoff. Employees who are reinstated due to improper application of this Article shall not suffer any loss of seniority accrual.

6. Nothing herein shall convey any bumping rights to employees covered by this article. Failure to comply with any element of this article shall not result in delaying the effectuation of the layoff, and any errors identified with respect to the application of this procedure shall be corrected on a prospective basis only. Back pay shall not be awarded.

7. The various appointing authorities shall create and maintain a recall list by title composed of those employees who were laid off. The list shall continue in existence for nine (9) months following the date of layoff except for teaching personnel covered by this article in which case the list shall continue until the beginning of the next full academic year immediately following the expiration date of the recall list. Employees who are fully qualified, possessing credentials deemed necessary, whose performance has been satisfactory and who are capable of performing the work to be assigned shall be recalled in inverse order of layoff. The appointing authority shall not be required to recall employees who were laid off pursuant to paragraph 4. of this article, however, such employees may be recalled at the option of the appointing authority when the list of eligible employees is exhausted.

8. The term job classifications as used in this article shall encompass all titles within a title series. Hence, layoff will be based upon total seniority within a title series when applicable.

B. Procedure

The appointing authority shall simultaneously notify by regular mail or phone at least three (3) eligible employees of a vacancy in their particular title and a copy of such notice shall be forwarded to the Union. The most senior employee affirmatively and timely responding to the notice shall fill the position. The employee must respond within five (5) working days of the receipt of the notice or within ten (10) working days after the mailing. The letter of recall shall specify the latest date by which the employee may timely contact the appointing authority. Employees who do not respond in a timely manner may be permanently removed from the list. Each employee shall be responsible for keeping the appointing authority advised of their current address and phone number. The employee must report to work within a reasonably prompt period of time which in no case shall exceed twenty (20) calendar days. Failure to report within the time frame set forth above may result in forfeiture of the position to which the employee had been recalled and elimination from the recall list.

ARTICLE XXX

LIABILITY CLAIMS INDEMNIFICATION

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

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

1. Defense of Employees

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

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

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

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

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

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

2. Indemnification

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

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

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

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

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

ARTICLE XXXI

TRAVEL REGULATIONS

A. Transportation Allowance

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

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

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

B. Reimbursement

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

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

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

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

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

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

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

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

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

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

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

Central Motor Pool.

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

ARTICLE XXXII

HEALTH AND SAFETY

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

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

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

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

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

F. 1. a. The State and the Union shall establish a Joint Safety and Health Committee for the purpose of discussing safety and health problems, hazards and/or programs in an effort to develop recommendations concerning improvements or modifications of conditions regarding health and safety. It is appropriate for the committee to handle issues of a State-wide and local nature. The committee shall be attended by one (1) unit member appointed by the Union and representatives from the State and the appropriate operating department(s). At the request of either party, the committee shall be scheduled to meet at a mutually convenient time and place bimonthly. In emergent situations, additional meetings may be convened upon the mutual agreement of the parties. Where there is a mutual agreement to do so, special safety meetings may be scheduled at work locations. None of these meetings are intended to bypass the grievance procedure nor be considered collective negotiations sessions. Any program instituted as the result of any meeting shall be considered experimental and not constitute a binding practice unless the parties specifically agree in writing.

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

c. There shall be established as part of the Statewide Health and Safety Committee, a VDT sub-committee consisting of up to four representatives from the State and up to four representatives from the Union. The sub-committee may meet on a quarterly basis to be determined jointly or more frequently if mutually agreed to by the parties.

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

This program shall expire on June 30, 1995 unless extended in whole or in part by mutual agreement between the State and the Union.

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

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

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

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

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

3. Notice of proposed work site relocations or renovations shall be provided to the Union. The State agrees to meet with the Union concerning the impact of such

relocations and renovations upon health and safety conditions and other terms and conditions of employment.

ARTICLE XXXIII

CLAIMS ADJUSTMENT

Where a loss or damage to personal property is sustained as a result of an action taken in the performance of the assigned duty of an employee, such loss 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 XXXIV

TUITION AID AND EMPLOYEE TRAINING

A. Tuition Aid Program

1. Where a department or appointing authority of the State has established a tuition aid program, the Union shall be provided with a published description of the program, if available. Applications for tuition aid and determinations concerning the approval and conditions for payment shall be in accordance with the Merit System Rules.

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

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

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

B. Employee Training

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

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

ARTICLE XXXV

EMERGENCY WORK (NEW PROGRAM)

A. Unit employees shall be eligible for the special emergency rates or the employee's regular overtime rate, when entitled to overtime under the Fair Labor Standards Act, whichever is greater, if called in to work under the following specific circumstances:

1. Employees in the unit must be called in outside of scheduled work shifts; and

2. The work involved must be for emergency maintenance, replacement or repair of equipment or mechanical devices which are vital to the operation of an institution, agency or other function of the State; and

3. Such work must be necessitated by damage or failure resulting from storm, flood, explosion, sudden unexpected catastrophe or like causes; and

4. Such conditions must constitute unreasonable safety hazard to the public employees, other persons or property of the State.

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

1. Employees who are engaged in manual or unskilled work as by use of shovels, picks, axes, choppers, etc., the rate of \$15.72 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 \$20.13 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 \$24.48 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 \$26.97 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 \$31.20 per hour is authorized and known as a Group II Emergency Rate (Code 2).

6. Supervisors who are in charge of emergency operations on a Statewide or regional level within a department with operations going on in several areas throughout the State, the rate of \$36.14 per hour is authorized and known as a Group I Emergency Rate (Code 1).

C. The emergency rates described in B.1-6., above, shall be adjusted by approximately five (5%) percent, which shall become effective on October 2, 1993. The emergency rates in effect at the conclusion of fiscal year 1993-1994 shall be adjusted by approximately six (6%) percent which shall become effective June 25, 1994.

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

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

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

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

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

ARTICLE XXXVI

VIDEO DISPLAY TERMINAL OPERATORS

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

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

ARTICLE XXXVII

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

TRANSFER AND REASSIGNMENT

A. Transfer

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

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

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

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

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

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

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

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

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

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

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

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

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

B. Reassignment

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

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

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

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

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

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

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

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

8. When an employee is granted a voluntary reassignment under provisions of 4, 5 or 6 above, he shall then be eligible for only one (1) additional voluntary reassignment in the succeeding twelve (12)-month period. Consideration will be given to a request for additional reassignment where special circumstances exist.

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

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

C. Special Requests

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

D. Reassignment for Union Officers and Stewards

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

therefore, that these Union Officers and Stewards will not be routinely reassigned outside of their established jurisdiction.

2. The State and the Union recognize the need to utilize all personnel to meet operational requirements effectively and notwithstanding the commitment in Paragraph 1., above, movement of such Union Officers and Shop Stewards outside of their established jurisdiction may be necessary and appropriate (generally on a temporary basis) in exception to the guidelines agreed to in Paragraph 1.

3. The exception used in Paragraph 2. will not be used unreasonably.

ARTICLE XXXVIII

PRESENTATION OF AGREEMENT TO EMPLOYEES

Printing of Agreement

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

ARTICLE XXXIX

UNEMPLOYMENT COMPENSATION AND DISABILITY

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

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

ARTICLE XL

MAINTENANCE OF BENEFITS, EFFECT OF AGREEMENT AND COMPLETE AGREEMENT

A. Maintenance of Benefits

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

B. Effect of Agreement

Regulatory policies initiated by the various institutions and agencies where these employees are working which have the effect of work rules governing the conditions of employment within the institution or agency and which conflict with

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

C. Complete Agreement

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

ARTICLE XLI

PRESERVATION OF RIGHTS

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

ARTICLE XLII

EFFECT OF LAW

A. Legislative Action

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

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

B. Savings Clause

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

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

ARTICLE XLIII

NOTICES

For the purpose of giving notice as provided herein, the State may be notified through the Director, Office of Employee Relations, Governor's Office, 134 West State Street, CN 228, Trenton, New Jersey, 08625; and the Union through the Communications Workers of America, 10 Rutgers Place, Trenton, New Jersey 08618.

ARTICLE XLIV

TERM OF AGREEMENT AND NEGOTIATIONS PROCEDURE

A. Term of Agreement

1. This Agreement shall remain in full force and effect through June 30, 1995.
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, 1994 or October 1 of any succeeding year for which the Agreement has been renewed.

B. Negotiations Procedure

1. The parties agree to enter into collective negotiations concerning a successor Agreement to become effective on or after July 1, 1995, subject to the provisions of paragraph A. above.
2. The parties also agree to negotiate in good faith on all matters presented for negotiations. Should an impasse develop, the procedures available under law shall be utilized exclusively in an orderly manner in an effort to resolve such impasse.

IN WITNESS WHEREOF, the State and the Union have caused this Agreement to be signed by their duly authorized representatives as of this 6th day of November, 1992.

FOR THE STATE OF NEW JERSEY:

Melvin L. LaRocca

Daniel Collins

[Signature]

[Signature]

Donald Mangus

Carol A. Penciwicz

[Signature]

Michael J. Weiss

Bernie H. Buzin

Kenneth S. Cucchiara

Celia Sue Pender

Donald Saher

[Signature]

Patricia A. Nolan

Thomas J. Dewey

Katherine M. Fernandez

Kenneth L. Kuzin

David W. Hopkins

Glenda L. Hummer

FOR THE COMMUNICATIONS WORKERS OF AMERICA/
PROFESSIONAL UNIT:

Robert W. Purcell

Leahy L. Wade

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

Abby Daniel-Brown

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

MEMORANDUM OF UNDERSTANDING I

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

- Department of Personnel Rules
- Promotion
- Job Posting and Announcements - Career Service
- Department of Personnel Exams
- Leaves of Absence (Paragraph A)
- Seniority
- Layoff and Recall - Career Service

MEMORANDUM OF UNDERSTANDING II

- A. The inclusion of certain part-time employees within the negotiating unit shall not be construed to expand the coverage of any State program relating to terms and conditions of employment for which such part-time employees were not previously deemed to be eligible, or to include such part-time employees under the coverage of any provision of this Agreement unless the substance of the provision describes a type of program for which such part-time employees were generally eligible prior to inclusion under the Agreement. Where such part-time employees are eligible for State programs or coverage under provisions of this Agreement, appropriate 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 the coverage, shall be deemed to be an A.2. (non-contractual) grievance and shall not be eligible for Step Three arbitration.

APPENDIX I

STATE COLLEGES TUITION WAIVER PROGRAM

- A. The tuition waiver program provides tuition assistance to employees who take approved courses at the college where they are employed on their own time. The intent of the program is to fulfill the needs of the State college sponsoring the aid, State government as a whole and to enhance employee development. Each college shall determine its needs and waive tuition for employees engaged in an approved course of study.
- B. Each State College shall prepare a tuition aid plan at the beginning of each fiscal year with consideration given to affirmative action responsibilities. The plan shall specify:
1. Employee eligibility which is limited to full-time, permanent employees in the classified and unclassified services with exceptions granted on a case by case basis by the college;
 2. Internal application procedure;
 3. Maximum amount of aid available per person not to exceed \$500.00 or the cost of six credits, whichever is greater, per semester or education program;
 4. Acceptable academic grades for waiver of tuition;
 5. Eligible costs; and
 6. A procedure to notify employees of approval or disapproval.
- C. Employees who do not satisfactorily complete courses for which tuition waiver had been granted, shall be required to reimburse the College for all waived costs. Until such reimbursement has been made, no further waivers will be available to that employee.
- D. 1. It is understood that major programmatic changes shall not be made without negotiating with the Union whenever that obligation would exist.
2. Additional criteria for determining eligibility within the program may be established by the College.
- E. When an employee is on an approved program of study under the tuition waiver program, that employee may elect to take courses under that study program either at the State College where the employee works, or at another State College if such course is available there. Courses taken at another State College are subject to the same contractual requirements as the courses taken at the College where the employee works.

APPENDIX II
SIDE LETTER OF AGREEMENT #1

Access to Premises

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

SIDE LETTER OF AGREEMENT #2

Access to Premises

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

SIDE LETTER OF AGREEMENT #3

Agency Fee

The State and the Union are contracting parties in an agreement concerning wages and terms and conditions of employment for the period July 1, 1992 through June 30, 1995. One article of that agreement embodies a condition whereby employees are required to pay a representation fee to the Union. As a condition of the continuance of that requirement, it is understood that the Union will provide relevant financial information to employees and maintain its demand and return system in such manner as to be in accord with the then current law and determinations by the U.S. Supreme Court in all related matters but specifically with regard to expeditious response, provision of required information and the preservation of individual's constitutional rights; and further, it is understood that any rules or regulations promulgated by the New Jersey Public Employment Relations Commission concerning this matter will be abided by in the administration of the program.

SIDE LETTER OF AGREEMENT #4

Clothing Allowance

The parties agree that employees serving in the attached list of titles and who meet the eligibility requirements otherwise set forth in Article VI, section B, Clothing Maintenance Allowance, (with the exception of the requirement of receiving the clothing maintenance allowance in fiscal year 1993/1994) shall be entitled to receive a clothing maintenance allowance as contractually set forth in the above mentioned article, on July 1, 1994. These titles shall be added to the list of already eligible to receive the clothing maintenance allowance.

SIDE LETTER OF AGREEMENT #5

Clothing Allowance

Effective July 1, 1994, the parties agree to add 700 additional employees to the existing Clothing Maintenance Allowance provision. The addition of these 700 employees will be done through the addition of titles.

The criteria contained in the 1989 fact-finder's report will be used by the parties to identify additional clothing allowance titles.

Absent an agreement by the parties as to eligible titles the parties agree to submit such dispute to binding arbitration. The arbitrator shall be guided by the criteria put forward in the 1989 fact-finder's report on clothing allowance.

SIDE LETTER OF AGREEMENT #6

Computer Tapes

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

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

SIDE LETTER OF AGREEMENT #7

CWA Union Savings and Retirement Trust Plan

In the event that necessary enabling legislation is enacted authorizing "CWA Union Savings and Retirement Trust Plan" salary deductions for public employees in the State of New Jersey, the State agrees to meet and discuss the matter with the Union upon sixty (60) days prior notice.

SIDE LETTER OF AGREEMENT #8

Department of Human Services

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

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

3. Upon the request of the Union at an institution in the Department of Human Services, a Labor/Management meeting shall be scheduled by management sometime during the second week of March, June, September and December. The quarterly meetings are to discuss local contract administration problems and improve communications. The Union shall designate one (1) employee from the Administrative and Clerical Services, Professional, Primary Level Supervisors and Higher Level Supervisors Units in order to attend such meetings. Meetings shall be up to one-half (½) day in duration. Either party may request a meeting and shall submit a written agenda of the topics to be discussed at least seven (7) days prior to such meeting. Employee representatives who attend such meetings during their scheduled work shift shall be granted time off to attend without loss of pay. If any employee representative who attends the meeting is scheduled to work on another shift on the date of said meeting or attends the meeting on his/her normal day off, he/she shall be granted hour-for-hour compensatory time for the time spent at the meeting.

This letter shall expire on June 30, 1995 unless the parties mutually agree to an extension.

SIDE LETTER OF AGREEMENT #9

Dignity

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

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

SIDE LETTER OF AGREEMENT #10

DOT Mileage

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

SIDE LETTER OF AGREEMENT #11

Health Care Cost Containment

The STATE and the CWA agree to establish a labor/management health care cost containment committee. The committee will be charged with those responsibilities outlined in the appendix to the report prepared by the CWA entitled "Good Medicine".

SIDE LETTER OF AGREEMENT #12

January 25, 1991

The Office of Employee Relations agrees to review appeals involving employees who were suspended or reprimanded in connection with their attendance at a Union-sponsored rally on January 25, 1991. Employees who fall into this category will have their records expunged of the disciplined cited above.

SIDE LETTER OF AGREEMENT #13

Lateness Due to Dependent Care

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

SIDE LETTER OF AGREEMENT #14

Leaves of Absence Less Than 6 Months

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

SIDE LETTER OF AGREEMENT #15

Orientations Sessions

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

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

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

SIDE LETTER OF AGREEMENT #16

Promotion - Unclassified Employees

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

SIDE LETTER OF AGREEMENT #17

Resolution of Grievances Awaiting Arbitration

The State and the Union agree to meet on a bi-monthly basis to try to resolve grievances that are being appealed to arbitration. Such meetings may be held on a more frequent basis if needed.

SIDE LETTER OF AGREEMENT #18

Rest Periods

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

SIDE LETTER OF AGREEMENT #19

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

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

SIDE LETTER OF AGREEMENT #20

Tool Allowance

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

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

Subject to any conditions set forth in the applicable contract the tool allowance shall be \$70 for the fiscal years beginning July 1992, July 1993 and \$100 for the fiscal year beginning July 1994.

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

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

SIDE LETTER OF AGREEMENT #21

Training & Education Fund

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

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

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

SIDE LETTER OF AGREEMENT #22

Training for Lower Paid Employees

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

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

APPENDIX III Professional Unit

RANGE	TITLE CODE	TITLE
25	5322	Accountant Auditor II Data Processing
22	53321	Accountant Auditor III Data Processing
19	53319	Accountant Auditor IV Data Processing
95	53320	Accountant Auditor Trainee Data Processing
21	54543	Accountant 2
23	50441	Accountant 2
18	50452	Accountant 3
20	50439	Accountant 3
24	56534	Adjuster I Unsatisfied Claims and Judgments
19	50072	Administrative Analyst 4
27	50104	Administrative Analyst 2
26	55075	Administrative Analyst 2
21	55073	Administrative Analyst 3
22	50102	Administrative Analyst 3
20	50100	Administrative Analyst 4
18	80141	Administrative Assistant, Commission on Science & Technology
22	70002	Administrative Assistant State Board of Education
24	61744	Administrative Assistant State Parole Board
24	63305	Administrative Assistant to the State Board of Human Services
24	59905	Administrative Assistant 1
26	59900	Administrative Assistant 1
21	59904	Administrative Assistant 2
23	59901	Administrative Assistant 2
18	59903	Administrative Assistant 3
20	59902	Administrative Assistant 3
22	73043	Administrative Instructor Audiologist School for the Deaf
21	73063	Administrative Instructor Education 10 Months
24	74163	Administrative Instructor Education 12 Months
22	65512	Affirmative Action Assistant, Public Contracts
18	65513	Affirmative Action Investigator, Public Contracts
95	65960	Affirmative Action Specialist Trainee
25	65964	Affirmative Action Specialist 1
22	65963	Affirmative Action Specialist 2
19	65962	Affirmative Action Specialist 3
22	03073	Agricultural Development Specialist
24	54174	Agricultural Economist
95	54722	Agricultural Marketing Specialist Trainee
24	54725	Agricultural Marketing Specialist 2
21	54724	Agricultural Marketing Specialist 3
18	54723	Agricultural Marketing Specialist 4
24	03067	Agricultural Resource Specialist 1
21	03066	Agricultural Resource Specialist 2
18	03065	Agricultural Resource Specialist 3

95	03013	Agricultural Statistician Trainee
25	03016	Agricultural Statistician 1
22	03015	Agricultural Statistician 2
19	03014	Agricultural Statistician 3
25	00173	Analyst II Research and Evaluation Health
95	55300	Analyst Trainee
26	00243	Analyst 2 Health Care Facilities
20	33001	Analyst 2, Trade Practices, ABC
21	00242	Analyst 3 Health Care Facilities
25	64684	Appeals Examiner 1
21	64683	Appeals Examiner 2
29	31410	Appellate Specialist, Labor
20	17692	Architectural Assistant
95	17690	Architectural Trainee
21	74223	Archivist 2
19	54341	Area Coordinator Community Involvement
25	93067	Assignment Editor PBA
22	00172	Assistant Analyst Research and Evaluation Health
20	01742	Assistant Biologist
19	01752	Assistant Biologist
18	52662	Assistant Buyer
19	01782	Assistant Clinical Laboratory Evaluator
25	80103	Assistant Coordinator Veterans Programs
23	74564	Assistant Curator
33	30762	Assistant Deputy Public Advocate 1
30	30725	Assistant Deputy Public Advocate 2
25	30723	Assistant Deputy Public Advocate 3
33	30777	Assistant Deputy Public Defender 1
30	30776	Assistant Deputy Public Defender 2
25	30775	Assistant Deputy Public Defender 3
22	02662	Assistant Division Forest Firewarden
20	14092	Assistant Engineer Civil
20	16692	Assistant Engineer Electrical
15	15001	Assistant Engineer Energy
20	16082	Assistant Engineer Hydrographic
20	17092	Assistant Engineer Industrial
20	13092	Assistant Engineer Materials
20	13072	Assistant Engineer Materials Project Inspection
20	16892	Assistant Engineer Mechanical
20	12692	Assistant Engineer Planning
20	15281	Assistant Engineer Program Control
20	11282	Assistant Engineer Traffic
20	10272	Assistant Engineer Transportation
20	14892	Assistant Engineer Utilities
20	16312	Assistant Environmental Engineer
19	16302	Assistant Environmental Engineer
21	62163	Assistant Field Service Supervisor

15	93123	Assistant Film Editor PBA
19	03052	Assistant Geologist
20	03042	Assistant Geologist
18	01762	Assistant Histologist
25	31615	Assistant Legal Counsel New Jersey Election Law Enforcement Commission
30	60294	Assistant Ombudsman M/W Corrections
20	16489	Assistant Planner
19	16472	Assistant Planner
20	16458	Assistant Planner, Environmental Protection
19	16457	Assistant Planner, Environmental Protection
19	93085	Assistant Producer Director PBA
22	63003	Assistant Program Specialist Alcohol Abuse Activities
24	55623	Assistant Promotional Material Specialist
22	02653	Assistant Regional Forester
21	70082	Assistant School Safety Consultant
24	56684	Assistant Secretary II Utilities
20	82404	Assistant Supervisor Academic Laboratory Services
26	70016	Assistant to the Auditor General
21	45626	Assistant to the Editor New Jersey Outdoors Magazine
19	45617	Assistant Zoologist Non Game
18	62657	Asst. Technological Services Specialist, Comm. for the Blind
20	30360	Attorney Assistant
95	50960	Auditor Accountant Trainee
22	50963	Auditor II
23	51073	Auditor II
25	50816	Auditor II Taxation
24	50815	Auditor II Taxation
19	50962	Auditor III
20	51072	Auditor III
22	50814	Auditor III Taxation
21	50813	Auditor III Taxation
27	51077	Auditor I
24	51076	Auditor 2
21	51075	Auditor 3
27	54872	Banking Market Analyst
19	03646	Behavior Modification Program Technician
24	01584	Bio-Chemist Office of the State Medical Examiner
25	00220	Bio-Hazard Control Officer
95	01750	Biologist Trainee
26	03195	Biometrician
22	32943	Boarding Home Evaluator Social
95	50090	Budget Analyst Trainee
22	50093	Budget Analyst 2
23	50098	Budget Analyst 2
18	50092	Budget Analyst 3
19	50097	Budget Analyst 3

22	52994	Building Inspector Health Facilities
21	52574	Building Management Services Specialist 3
18	52573	Building Management Services Specialist 4
19	40155	Building Management Technician
23	40156	Building Management Technician Labor
23	55515	Business Advocacy Specialist
24	81072	Business Systems Analyst
21	52663	Buyer
19	52683	Buyer PIP
95	52660	Buyer Trainee
20	56823	Cable Television Planning Specialist
15	03962	Camp Nurse
21	63713	Career Development Specialist Commission for the Blind and Visually Impaired
26	53804	Career Information Development Specialist State Occupational
27	51555	Cash Management Analyst
95	86833	CATV System Operator & Complaint Investigator Trainee
25	00161	Certificate of Need Analyst II
22	00160	Certificate of Need Analyst III
24	52320	Chain Store Relations Specialist
95	16270	Chemical Engineer Trainee
30	16298	Chemical Safety Engineer
21	01567	Chemist
19	01552	Chemist
95	01550	Chemist Trainee
26	62192	Child Care Coordinator DYFS
19	70492	Child Center Program Evaluator II
19	61971	Child Support and Paternity Specialist III
95	14090	Civil Engineer Trainee
23	64947	Claims Adjudicator Specialist 2
95	64951	Claims Adjudicator Trainee Disability Determinations
21	64953	Claims Adjudicator 2 Disability Determinations
19	64952	Claims Adjudicator 3 Disability Determinations
17	56092	Claims Examiner, Unemployment & Disability Insurance
16	56372	Claims Investigator
15	56122	Claims Reviewer
21	61392	Classification Officer
21	00632	Client Services Representative
17	03952	Clinic Nurse
19	07750	Clinic Nurse
22	01783	Clinical Laboratory Evaluator II
24	01293	Clinical Pharmacist
39	00468	Clinical Psychiatrist 1
37	00467	Clinical Psychiatrist 2
23	00473	Clinical Specialist in Psychiatric Nursing
25	32074	Coastal Zone Implementation Specialist 1
22	32073	Coastal Zone Implementation Specialist 2

18	32072	Coastal Zone Implementation Specialist 3
27	17283	Code Writer 1, Code Section
24	17282	Code Writer 2, Code Section
18	61732	Community Counselor, Parole Board
21	54532	Community Involvement Information Specialist
21	61733	Community Placement Investigator State Parole Board
19	60948	Community Program Specialist
21	64173	Community Service Officer 2
18	64172	Community Service Officer 3
20	93044	Community Services Officer 1, PBA
16	93042	Community Services Officer 2, PBA
20	60705	Community Supervisor Foster Grandparent Program
23	60451	Complaints Investigator
26	70375	Consultant Curriculum and Instruction 2
25	74244	Conservator 1 Archives
21	74243	Conservator 2 Archives
26	44495	Consultant Household and Laundry Services
25	63006	Consultant Occupational Alcoholism Programs
24	70075	Consultant School Nutrition Services
26	51252	Contract Administrator I
22	51254	Contract Administrator II
27	51253	Contract Administrator 1
23	52155	Contract Administrator 2
30	52654	Contract Procurement & Control Specialist, Toxic Waste
26	44717	Coordinator Food Sanitation & Training
22	40139	Coordinator of Operations, Distribution Center
28	72696	Coordinator of Program Evaluation
20	36304	Coordinator of Records, Rules Promulgation, OAL
26	64851	Coordinator of Volunteer Services
25	63025	Coordinator Women's Program Alcoholics and Drug Abuse C
29	62931	Coordinator, Consultation and Development, Local Health Service
28	07900	Coordinator, Emergency Telecommunications Systems
26	64855	Coordinator, Employment and Training Programs
27	62930	Coordinator, Local Health Funding
26	54783	Coordinator, Non-Racing Equine Programs
18	72392	Counselor Newark Skills Center
22	60674	Counselor 1 Vocational Program Developmental Disabilities
20	60673	Counselor 2 Vocational Program Developmental Disabilities
25	56380	Counselor, NJ State Police Employee Assistance Program
29	60248	County Representative, Human Services
24	55605	Cultural and Ethnic Heritage Specialist
95	56781	Customer Representative Trainee Public Utilities
21	56770	Customer Representative 2, Public Utilities
18	56777	Customer Representative 3, Public Utilities
25	55727	Customized Training Representative 1
22	55726	Customized Training Representative 2
19	55725	Customized Training Representative 3

29	53005	Data Base Analyst I
27	53003	Data Base Analyst II
25	53244	Data Processing Analyst II
23	53263	Data Processing Programmer II
25	53257	Data Processing Programmer II
21	53261	Data Processing Programmer III
19	53262	Data Processing Programmer III
95	53350	Data Processing Programmer Trainee
95	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 2
21	31972	Driver Improvement Analyst II
18	31971	Driver Improvement Analyst III
95	31970	Driver Improvement Analyst Trainee
28	62156	Economic Assistance Consultant
27	55503	Economic Development Representative 1
24	55502	Economic Development Representative 2
18	55513	Economic Representative
24	74262	Editor New Jersey Historical Commission
22	72634	Education Planner
25	72635	Education Planner I
30	70333	Education Program Specialist 1
28	70331	Education Program Specialist 2
26	70329	Education Program Specialist 3
22	60941	Education Specialist I, Developmental Specialist
19	60940	Education Specialist II, Developmental Disabilities
95	16690	Electrical Engineer Trainee
22	16654	Electronic Research Engineer
27	18096	Emergency Response Coordinator Environmental Quality
24	15863	Emergency Response Specialist 3
21	15862	Emergency Response Specialist 4
24	64854	Employment & Training Specialist 1
21	64853	Employment & Training Specialist 2
19	64762	Employment Counselor
95	64760	Employment Counselor Trainee
21	64612	Employment Services Specialist II
18	64611	Employment Services Specialist III
95	64790	Employment Services Trainee
19	64692	Employment Test Technician
28	56632	Energy Conservation Program Reviewer 1
24	56630	Energy Conservation Program Reviewer 2
26	56629	Energy Policy Analyst 1
22	56628	Energy Policy Analyst 2
24	56709	Energy Program Representative 1

21	56708	Energy Program Representative 2
21	56733	Energy Specialist II
18	56732	Energy Specialist III
18	56731	Energy Technician
95	56719	Energy Technican Trainee
22	93207	Engineer Newscamera Operator PBA
22	93303	Engineer Film Editor PBA
27	10253	Engineer Specifications Transportation
27	10494	Engineer Structures Plans and Specifications
95	03260	Engineer Trainee, Hazardous Site Mitigation Administration
23	03263	Engineer 3, Hazardous Site Mitigation Administration
20	03262	Engineer 4, Hazardous Site Mitigation Administration
95	02470	Entomologist Trainee
19	02473	Entomologist 2
95	16310	Environmental Engineer Trainee
28	15873	Environmental Scientist 2
29	15873	Environmental Scientist 2
25	15872	Environmental Scientist 3
26	15876	Environmental Scientist 3
22	15871	Environmental Scientist 4
23	15869	Environmental Scientist 4
95	15870	Environmental Scientist Trainee
19	15852	Environmental Specialist
20	12522	Environmental Specialist
29	55544	Environmental Specialist Business Advocacy
95	15840	Environmental Specialist Trainee
18	54781	Equine Information Specialist
28	03093	Erosion Control Engineer
16	15261	Estimator
18	15271	Estimator Building and Construction
18	31472	Examiner Cemetery Board
17	70131	Examiner Education Credentials
17	56192	Examiner Unemployment Tax
19	61742	Executive Clemency Investigator State Parole Board
30	93089	Executive Producer PBA
20	03963	Eye Health Nurse
95	62150	Family Service Specialist Trainee
23	62153	Family Service Specialist I
21	62152	Family Service Specialist 2
19	62151	Family Service Specialist 3
20	54713	Farm Products Marketing Representative
26	33645	Federal Aid Coordinator, Fish, Game & Wildlife
20	82532	Field Coordinator College Cooperative Education
23	60657	Field Coordinator Purchase of Services, Youth and Family Services
22	60276	Field Investigator Institutionalized Elderly
22	60280	Field Investigator Nursing Care Institutionalized Elderly
18	33372	Field Representative Construction Contract Compliance

21	64884	Field Representative Division of the Deaf
18	62752	Field Representative Eye Health
18	64392	Field Representative Housing
18	53932	Field Representative Medical Assistance and Health Services
18	60362	Field Representative Mental Health Services
21	01282	Field Representative Pharmaceuticals
21	03063	Field Representative State Soil Conservation Committee
19	62572	Field Representative Vending Stand Operator, Commission for Blind and Visually Impaired
19	53973	Field Representative Vital Statistics
16	55982	Field Representative Wage and Hour Compliance
22	30693	Field Representative 2 Public Advocate
19	30692	Field Representative 3 Public Advocate
24	03994	Field Representative Board of Nursing
25	60201	Field Representative, Work Programs
18	51682	Field Representative Local Property Tax
16	93125	Field Worker, Public Health
22	93125	Film Editor PBA
27	55536	Finance and Marketing Specialist
26	55546	Financial Analyst, Human Services
23	54863	Financial Examiner 3
20	54882	Financial Examiner 4
29	55548	Financial Specialist
27	60268	Fire & Safety Coordinator, Human Services
18	50532	Fiscal Analyst
24	03078	Fish & Seafood Marketing Specialist
25	55707	Foreign Trade Representative 1
22	55706	Foreign Trade Representative 2
20	55705	Foreign Trade Representative 3
21	01591	Forensic Scientist
24	01607	Forensic Microscopist
19	01603	Forensic Toxicologist
21	43029	Forest Fire Pilot
19	02632	Forester
95	02650	Forester Trainee
21	74245	Forms Analyst
21	74228	Forms Analyst 2
18	74227	Forms Analyst 3
29	16904	Frequency Coordinator Analyst
21	03176	Geographic Information System Specialist 3
22	03208	Geographic Information System Specialist 3
25	03163	Geographic Information System Specialist 2
26	03209	Geographic Information System Specialist 2
95	03174	Geographic Information System Specialist Trainee
95	03050	Geologist Trainee
95	03207	Geographic Information System Specialist Trainee
27	55542	Government Affairs Specialist Office of Business Advocacy

22	54442	Government Relations Specialist 2
18	54440	Governmental Relations Specialist 3
16	03841	Graduate Nurse 10 Months
19	03852	Graduate Nurse 12 Months
27	50730	Grants Specialist, DEP
19	93105	Graphic Artist 2, PBA
22	93106	Graphic Artist 1, PBA
22	60601	Guardianship Services Specialist 2
19	60600	Guardianship Services Specialist 3
22	60669	Habilitation Plan Coordinator
23	03273	Hazardous Site Mitigation Specialist 3
20	03273	Hazardous Site Mitigation Specialist 4
95	03269	Hazardous Site Mitigation Specialist Trainee
23	60453	Health Care Facilities Evaluator I
20	60452	Health Care Facilities Evaluator II
23	03954	Health Care Services Evaluator Family Planning
25	00373	Health Data Specialist II
22	00372	Health Data Specialist III
28	54196	Health Economics Consultant
26	00382	Health Economics Research Specialist II
22	00381	Health Economics Research Specialist III
23	52984	Health Facility Construction & Physical Plant Evaluation
21	00274	Health Facility Cost Estimator
27	00364	Health Planning Specialist I
25	00363	Health Planning Specialist II
22	00362	Health Planning Specialist III
27	00282	Health System Specialist 2
25	00281	Health System Specialist 3
27	61753	Hearing Officer II State Parole Board
27	61414	Hearing Officer Inmate Disciplinary Program
29	31446	Hearing and Review Officer Labor
18	17492	Highway Safety Specialist
26	55225	Hispanic Affairs Officer 2, Commerce & Economic Development
24	55604	Historic Area Development Specialist
18	15679	Historic Preservation Specialist
21	44772	Home Economist
18	62662	Home Instructor Commission for the Blind and Visually Impaired
95	62661	Home Instructor Trainee Commission for the Blind and Visually Impaired
21	64458	Housing Design, Construction & Rehabilitation Specialist
26	65453	Housing Specialist Office of Business Advocacy
22	64444	Independent Living Coordinator, Housing Assistance Program
27	55555	Industrial Development Marketing Specialist
95	17090	Industrial Engineer Trainee
18	60702	Institutional Coordinator Foster Grandparent Program
18	70327	Instructional Materials Coordinator
28	93056	Instructional Television Utilization Specialist PBA
21	62672	Instructor Commission for the Blind and Visually Impaired 10 Months

24	62663	Instructor Commission for the Blind and Visually Impaired
18	61382	Instructor Counselor
22	73093	Instructor I Education 10 Months
25	73193	Instructor I Education 12 Months
22	73192	Instructor II Education 12 Months
20	75465	Instructor I 10 Months
23	75475	Instructor I 12 Months
20	75474	Instructor II 12 Months
17	75464	Instructor II 10 Months
19	73092	Instructor II Education 10 Months
22	03874	Instructor of Nursing
95	61380	Instructor-Counselor Trainee
95	55270	Insurance Analyst Trainee
26	55274	Insurance Analyst 2
22	55273	Insurance Analyst 3
19	55272	Insurance Analyst 4
20	55105	Insurance Education Specialist
95	55081	Insurance Examiner Trainee
23	55083	Insurance Examiner 2
20	55082	Insurance Examiner 3
18	45021	Intelligence Research Analyst
95	45020	Intelligence Research Analyst Trainee
26	55606	Intergovernmental Coordination Specialist
21	34814	Internal Communications Specialist
26	55595	International Tourism Coordinator
27	65085	Interstate Claims Coordinator
21	61081	Interstate Specialist II
17	64751	Interviewer
19	56500	Investigator Collections Section Unsatisfied Claim and Judgement
19	65052	Investigator Disability Insurance
22	56303	Investigator II Professional Boards
19	56302	Investigator III Professional Boards
17	55152	Investigator Insurance
19	33452	Investigator Office of the Public Defender
16	52343	Investigator State Lottery
95	51590	Investigator Taxation Trainee
95	56788	Investigator Trainee
95	65851	Investigator Trainee, Division of Civil Rights
95	33350	Investigator Trainee Office of the Public Defender
95	54992	Investigator Trainee, Real Estate Commission
95	65045	Investigator Trainee, Labor
22	56083	Investigator I, UI
20	30613	Investigator II Consumer Protection
17	56002	Investigator 2 Private Employment Agency Section
20	65853	Investigator 2, Division on Civil Rights
22	65047	Investigator 2, Labor
23	54974	Investigator 2, Real Estate Commission

22	51593	Investigator 2 Taxation
19	56032	Investigator 2, Unemployment Insurance
19	30566	Investigator 2, Citizen Information and Complaints
17	30612	Investigator 3 Consumer Protection
18	65852	Investigator 3, Division on Civil Rights
19	65046	Investigator 3, Labor
20	54992	Investigator 3, Real Estate Commission
19	51592	Investigator 3 Taxation
16	30565	Investigator 3, Citizen Information and Complaints
19	55170	Investigator, Insurance Fraud Prevention
16	54932	Investigator Banking
22	62022	Investigator Economic Assistance
23	15702	Investigator Environmental Protection
95	52480	Investment Analyst Trainee
24	52483	Investment Analyst 2
20	52482	Investment Analyst 3
26	52475	Investment Systems Analyst
22	54143	Labor Market Analyst 3
95	54140	Labor Market Analyst Trainee
19	54142	Labor Market Analyst 4
95	10690	Landscape Designer Trainee
23	10693	Landscape Designer 2
20	10692	Landscape Designer 3
20	30464	Law Clerk
23	01403	Learning Disabilities Specialist
24	52604	Leased Space Manager II
21	52603	Leased Space Manager III
18	52602	Leased Space Manager IV
25	36305	Legal Assistant III Office of Administrative Law
24	60402	Legal Services Coordinator
21	74073	Librarian Institutions and Agencies School District
21	74083	Librarian 2
18	74082	Librarian 3
16	74112	Librarian Technician
22	15109	License Examiner 2
19	15108	License Examiner 3
26	93148	Lighting Director PBA
20	13723	Local Aid Analyst
18	56492	Management Assistant
20	56491	Management Assistant
23	80011	Management Compliance Officer 2
20	80010	Management Compliance Officer 3
31	53103	Management Information Systems Specialist II
29	53102	Management Information Systems Specialist III
95	56490	Management Trainee
95	56489	Management Trainee
24	55243	Market Conduct Examiner 2

21	55240	Market Conduct Examiner 3
18	55238	Market Conduct Examiner 4
95	16890	Mechanical Engineer Trainee
34	65376	Mediator 1
27	65374	Mediator 2
98	00156	Medical Consultant
32	00067	Medical Examiner Disability Determinations
14	21232	Medical Records Librarian
24	64964	Medical Relations Specialist 2
26	53934	Medical Review Analyst
21	60055	Medical Social Care Specialist 1
19	60054	Medical Social Care Specialist 2
28	60176	Medical Social Work Consultant 1
25	60174	Medical Social Work Consultant 2
18	01954	Medical Technologist
18	93014	Membership Services Coordinator PBA
95	02001	Microbiologist Trainee
22	02003	Microbiologist 4
19	02002	Microbiologist 5
21	17274	Mine Safety Education Technician
22	55393	Municipal Finance Auditor 2
19	55392	Municipal Finance Auditor 3
19	74592	Museum Registrar
15	74573	Museum Technician
30	55565	National Business Development Officer
19	02772	Naturalist
25	93066	News Editor PBA
24	93065	News Writer PBA
98	18097	Nuclear Engineer
28	00183	Nursing Consultant Medical Assistance & Health Services
24	44793	Nutrition Consultant
18	64892	Occupational Analyst
23	03916	Occupational Health Consultant 3
22	03912	Occupational Health Consultant 3
95	03112	Occupational Health Consultant Trainee
27	03914	Occupational Health Consultant 1
28	03918	Occupational Health Consultant 1
25	03913	Occupational Health Consultant 2
26	03917	Occupational Health Consultant 2
18	03114	Occupational Health Consultant 4
19	03915	Occupational Health Consultant 4
19	03932	Occupational Health Nurse
25	03945	Occupational Safety Consultant 1
22	03944	Occupational Safety Consultant 2
20	03671	Occupational Therapist
95	03670	Occupational Therapist Trainee
22	53153	Office Automation Specialist 2

19	53152	Office Automation Specialist 3
18	55302	Operations Analyst
20	55305	Operations Analyst
19	61846	Parole Counselor
95	53650	Pensions Benefits Specialist Trainee
21	53653	Pensions Benefits Specialist 2
18	53652	Pensions Benefits Specialist 3
23	65363	Permit Coordination Officer 2
24	65362	Permit Coordination Officer 2
21	01292	Pharmacist
21	03691	Physical Therapist
22	07752	Physician Assistant
39	00088	Physician Specialist 1
37	00087	Physician Specialist 2
38	00098	Physician 1
35	00097	Physician 2
32	00096	Physician 3
22	15072	Planned Real Estate Development Analyst 2
95	16470	Planner Trainee
20	12492	Planner Transportation
31	72614	Planning Associate 1 Education
28	72612	Planning Associate 2 Education
26	03197	Planning Coordinator, Fish, Game & Wildlife
22	02554	Plant Pathologist 1
19	02553	Plant Pathologist 2
27	52554	Portfolio Manager Stocks and Bonds
26	15095	Principal Engineer Code Service
25	15090	Principal Engineer Code Service
21	52396	Principal Field Representative, State Lottery Sales
18	62053	Principal Income Maintenance Technician
25	03183	Principal Research Analyst
24	03173	Principal Research Analyst
27	56695	Principal Utility Management Analyst
18	54242	Procedures Analyst
20	54246	Procedures Analyst
24	52628	Procurement Specialist I
21	52626	Procurement Specialist II
18	52624	Procurement Specialist III
26	93087	Producer Director PBA
21	74260	Production & Marketing Assistant NJ Historical Commission
25	55745	Program Assistant Correction
25	60664	Program Assistant Division of Development Disabilities
20	62753	Program Assistant Eye Health Services
18	80201	Program Assistant Financial Aid
25	62895	Program Assistant Health
25	60385	Program Assistant Mental Health
19	82172	Program Assistant Student Loans

21	80145	Program Assistant Commission on Science & Technology
24	55744	Program Assistant 2 Corrections
21	93149	Program Assistant Motion Pictures and Television Development Commission
22	80312	Program Associate Student Assistance
20	58002	Program Coordinator Council on the Arts
26	31544	Program Development Specialist I Legal Services
21	64483	Program Development Specialist 2
22	64481	Program Development Specialist 2
21	31542	Program Development Specialist 2 Legal Services
18	64482	Program Development Specialist 3
19	64479	Program Development Specialist 3
24	80545	Program Officer Health Workforce Utilization
24	80555	Program Officer Health Professions Education
23	65293	Program Planning and Development Specialist II
24	54225	Program Researcher
25	62995	Program Specialist Alcohol Abuse Activities
25	63055	Program Specialist Drug Abuse Activities
25	44665	Program Specialist Food Technology
26	00321	Program Specialist Health Facilities Evaluation & Licensing
22	00142	Program Specialist III Occupational Environmental Health
24	62102	Program Support Specialist II Youth and Family Services
22	62101	Program Support Specialist III Youth and Family Services
25	54924	Project Coordinator of Insurance and Risk Management
27	17296	Project Engineer Safety
27	55624	Promotional Material Specialist
24	55750	Promotional Sales Specialist, Stat Use Industries
N99	01383	Psychological Intern
30	01377	Psychology Consultant for Training
23	93071	Public Broadcasting Announcer PBA
25	93075	Public Broadcasting Writer PBA
24	62864	Public Health Consultant 2
26	60610	Public Health Consultant 2 Nursing
32	01067	Public Health Dentist 2
25	03974	Public Health Epidemiologist
32	00057	Public Health Physician
21	03983	Public Health Project Nurse
21	62924	Public Health Representative 2
18	62922	Public Health Representative 3
95	62920	Public Health Representative Trainee
18	54452	Public Information Assistant
95	54450	Public Information Trainee
15	93032	Public Information Writer PBA
24	74264	Public Programs Coordinator New Jersey Historical Commission
26	93036	Publications Editor PBA
23	70264	Pupil Transportation Specialist
21	65003	Quality Assurance Specialist

23	55957	Quality Assurance Specialist Labor
27	62356	Quality Assurance Specialist, Health Services
26	55954	Quality Assurance Specialist, Human Services
18	62191	Quality Control Analyst Medical Assistance and Health Service
25	18094	Radiation Physicist 2
23	18093	Radiation Physicist 3
20	18092	Radiation Physicist 4
95	18090	Radiation Physicist Trainee
29	18084	Radiochemist 1
26	18083	Radiochemist 2
24	56724	Rate Analyst 1 Utilities
21	56723	Rate Analyst 2 Utilities
18	56722	Rate Analyst 3 Utilities
95	56720	Rate Analyst Utilities Trainee
21	54981	Real Property Management Specialist III
18	54980	Real Property Management Specialist IV
21	74202	Records Analyst II
18	74201	Records Analyst III
26	64655	Referee Labor
21	60270	Regional Coordinator of Qualify Review
20	60950	Regional Coordinator of Transportation Day Care and Training
34	01072	Regional Dental Consultant Medical Assistant & Health Services
25	03894	Regional Staff Nurse Medical Assistance
26	03897	Regional Staff Nurse Medical Assistance
27	54852	Regulatory Officer Banking
28	13333	Regulatory Officer II Public Transportation
26	55030	Regulatory Officer 2, Insurance
22	55038	Regulatory Officer 3, Insurance
29	56751	Regulatory Officer 3
26	56749	Regulatory Officer 4
21	64473	Relocation Specialist Housing
23	64460	Rental Housing Development Specialist
18	35361	Report Examiner
95	35360	Report Examiner Trainee
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
21	52333	Research Assistant State Lottery
20	12282	Research Assistant Transportation
22	74253	Research Associate New Jersey Historical Commission
24	52334	Research Associate State Lottery
24	54224	Research Associate Youth Reception and Correction Center
26	54010	Research Economist 3
95	54000	Research Economist Trainee
28	54005	Research Economist 2

25	54104	Research Economist 3
29	54012	Research Economist 3
22	54001	Research Economist 4
30	03166	Research Scientist 1
31	03213	Research Scientist 1
28	03165	Research Scientist 2
29	03212	Research Scientist 2
25	03164	Research Scientist 3
26	03161	Research Scientist 3
25	18073	Research Scientist 3 Radiological Health
24	72636	Research Specialist Controversies and Disputes Education
25	55748	Research Specialist Correction
24	62940	Resident Care Analyst
99	00475	Resident Psychiatrist First Year
99	00478	Resident Psychiatrist Fourth Year
99	00476	Resident Psychiatrist Second Year
99	00477	Resident Psychiatrist Third Year
22	04183	Residential Services Specialist II
19	04182	Residential Services Specialist III
25	54398	Resource Interpretive Specialist 2
22	54397	Resource Interpretive Specialist 3
19	12672	Ridesharing Coordinator
17	57062	Right of Way Negotiator
95	57061	Right of Way Negotiator Trainee
26	57145	Right of Way Research Analyst
23	64406	Rooming and Boarding Home Compliance Officer
24	56904	Rules Analyst Administrative Procedure
21	65153	Rural Manpower Technician
22	56784	Safety Agent Railroads
27	54926	Safety Consultant, Treasury
22	61484	Safety Officer, Mental Health
22	61485	Safety Officer, Developmental Disabilities
19	32185	Safety Supervisor State Colleges
18	03152	Sanitarian
95	03150	Sanitarian Trainee
26	93096	Scenic Designer P B A
13	03942	School Nurse Educational Centers
26	73104	School Psychologist
19	73103	School Social Worker
19	02661	Section Forest Firewarden
21	33363	Securities Examiner II Bureau of Securities
18	33362	Securities Examiner III Bureau of Securities
95	52501	Securities Market Trader Trainee
27	52503	Securities Market Trader 2
22	52502	Securities Market Trader 3
18	02462	Seed Analyst
95	02460	Seed Analyst Trainee

23	17693	Senior Architectural Assistant
22	54322	Senior Area Coordinator Community Involvement
23	01743	Senior Biologist
22	01753	Senior Biologist
20	56832	Senior CATV System Operations and Complaint Investigator
22	01553	Senior Chemist
24	01568	Senior Chemist
21	56093	Senior Claims Examiner
20	56373	Senior Claims Investigator
19	56123	Senior Claims Reviewer
24	61394	Senior Classification Officer
19	03953	Senior Clinical Nurse
24	61394	Senior Clinical Nurse
27	01385	Senior Clinical Psychologist
22	60949	Senior Community Program Specialist
22	64763	Senior Employment Counselor
22	64693	Senior Employment Test Technician
23	10483	Senior Engineer Architectural Bridge Design
23	14093	Senior Engineer Civil
23	16693	Senior Engineer Electrical
23	15002	Senior Engineer Energy
23	10463	Senior Engineer Geology
23	16093	Senior Engineer Hydraulic
23	16083	Senior Engineer Hydrographic
23	17093	Senior Engineer Industrial
23	13093	Senior Engineer Materials
23	16893	Senior Engineer Mechanical
23	12693	Senior Engineer Planning
23	14083	Senior Engineer Structural
23	10473	Senior Engineer Structural Bridge Design
23	10468	Senior Engineer Structural Evaluation
23	11283	Senior Engineer Traffic
23	10453	Senior Engineer Geotechnical
23	10273	Senior Engineer Transportation
23	12293	Senior Engineer Transportation Research
23	14893	Senior Engineer Utilities
23	16313	Senior Environmental Engineer
22	15853	Senior Environmental Specialist
23	12523	Senior Environmental Specialist
21	15273	Senior Estimator Building and Construction
19	65073	Senior Examiner Disability Insurance
19	70132	Senior Examiner Education Credentials
21	56193	Senior Examiner Unemployment Tax
22	60655	Senior Field Operations Analyst Development Disabilities
21	64393	Senior Field Representative Housing
21	51683	Senior Field Representative Local Property Tax
21	60363	Senior Field Representative Mental Health Services

25	01283	Senior Field Representative Pharmaceuticals
20	35273	Senior Field Representative Police Training Commission
19	52393	Senior Field Representative State Lottery Sales
22	55983	Senior Field Representative Wage and Hour Compliance
24	93126	Senior Film Editor PBA
21	50533	Senior Fiscal Analyst
24	01592	Senior Forensic Scientist
22	01604	Senior Forensic Toxicologist
23	03043	Senior Geologist
22	03053	Senior Geologist
21	17493	Senior Highway Safety Specialist
21	15680	Senior Historic Preservation Specialist
24	44773	Senior Home Economist
21	02452	Senior Horticulturalist
16	62052	Senior Income Maintenance Technician
18	62223	Senior Inspector Child Care Centers
21	45022	Senior Intelligence Research Analyst
21	64752	Senior Interviewer
20	55153	Senior Investigator Insurance
22	33453	Senior Investigator Office of the Public Defender
19	54933	Senior Investigator Banking
22	55176	Senior Investigator Insurance Fraud Prevention
23	13724	Senior Local Aid Analyst
21	56493	Senior Management Assistant
23	54694	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
23	03692	Senior Physical Therapist
19	03688	Senior Physical Therapist
22	16473	Senior Planner
23	16490	Senior Planner
23	12493	Senior Planner Transportation
22	16459	Senior Planner, DEP
23	16460	Senior Planner, DEP
21	54243	Senior Procedures Analyst
21	36024	Senior Program Analyst SLEPA
21	54453	Senior Public Information Assistant
16	62032	Senior Quality Control Reviewer
22	65273	Senior Rehabilitation Counselor
21	03172	Senior Research Analyst
22	03181	Senior Research Analyst
23	12283	Senior Research Assistant Transportation
22	12674	Senior Ridesharing Coordinator

22	57083	Senior Right of Way Appraiser
21	57063	Senior Right of Way Negotiator
21	03153	Senior Sanitarian
21	02463	Senior Seed Analyst
21	02353	Senior Serologist
22	34660	Senior Shelter Analyst, Emergency Management
24	62194	Senior Standards and Procedures Technician
21	54083	Senior Statistician
21	15304	Senior Technical Operations Analyst CATV
19	53100	Senior Technician, MIS
18	62042	Senior Technical, MIS
26	93116	Senior Television Writer P B A
22	32424	Senior Tidelands Appraiser
20	57143	Senior Title Examiner
23	11224	Senior Traffic Control Analyst
21	63563	Senior Training Technician
22	63578	Senior Training Technician
23	13283	Senior Transportation Analyst
24	56694	Senior Utility Management Analyst
29	00876	Senior Veterinarian Disease Control
21	62553	Senior Vocational Counselor Commission for Blind & Visually Impaired
21	61867	Senior Vocational Counselor Corrections
23	65263	Senior Vocational Rehabilitation Counselor
22	03360	Senior Zoologist Nongame
31	03256	Site Manager
27	55616	Small Business Development Representative 1
24	55614	Small Business Development Representative 2
26	60365	Social Scientist 2
22	60364	Social Scientist 3
95	60050	Social Worker Trainee
20	60053	Social Worker 1
18	60052	Social Worker 2
26	03092	Soil Erosion and Sediment Control Specialist
19	62344	Special Investigator, State Lottery
23	18485	Specification Writer 1
25	18484	Specification Writer 1
21	18483	Specification Writer 2
23	18486	Specification Writer 2
24	03160	Spectroscopist
22	72740	Speech Correctionist
22	03652	Speech/Hearing Specialist 2
20	03650	Speech/Hearing Specialist 3
25	03653	Speech/Hearing Specialist 1
16	34363	Staff Assistant 1
17	34364	Staff Assistant 1
14	34362	Staff Assistant 2

15	34361	Staff Assistant 2
21	01393	Staff Clinical Psychologist 2
18	01392	Staff Clinical Psychologist 3
24	01394	Staff Clinical Psychologist 1
21	62193	Standards & Procedures Technician
24	40195	State Park Equipment Management Specialist
19	53801	Statistical and Research Assistant, Economic Assistance
24	12790	Statistical Engineer III
95	54080	Statistician Trainee
18	54028	Statistician
17	93003	Studio Assistant to the Director PBA
18	63114	Substance Abuse Counselor II
23	16637	Supervising Radiological Technican
25	72374	Supervisor Community Industrial Relations Newark Skills Center
23	52803	Supervisor Emergency Welfare
25	82444	Supervisor Model Shop and Science Equipment
21	41946	Supervisor of Bridges and Structures Highway
24	42506	Supervisor of Building Repairs
21	93011	Supervisor of Volunteers PBA
25	53724	Supervisor of Operations Racing Commission
21	72403	Supervisor Student Personnel Services Newark Skills Center
25	72414	Supervisor Technical Education Newark Skills Center
25	71094	Supervisor Vocational Industrial Education
25	70895	Supervisor Vocational Work Study Program
19	51402	Tax Analyst III
22	51403	Tax Analyst II
26	51332	Tax Service Specialist 2
23	51331	Tax Service Specialist 3
95	51400	Tax Representative Trainee
95	51412	Taxation Analyst Trainee
21	51323	Taxpayer Service Representative II
18	51322	Taxpayer Service Representative III
21	75283	Teacher I 10 Months
24	75293	Teacher I 12 Months
18	75282	Teacher II 10 Months
21	75292	Teacher II 12 Months
17	75291	Teacher III 12 Months
16	61391	Technical Assistant Classification
20	64183	Technical Assistant 1, Community Affairs
17	64182	Technical Assistant 2, Community Affairs
27	55250	Technical Innovation Specialist
19	15301	Technical Operations Analyst, CATV
24	53063	Technical Support Specialist 1
20	53061	Technical Support Specialist 2
24	62658	Technological Services Specialist, Commission for the Blind
28	53044	Telecommunications Systems Analyst 2
25	53043	Telecommunications Systems Analyst 3

24	93136	Television Cinematographer PBA
18	93134	Television Still Photographer PBA
30	72708	Test and Measurements Design Specialist
19	03720	Therapist Art
19	03715	Therapist Movement
19	03662	Therapist Music
19	03710	Therapist Psychodrama
17	57142	Title Examiner
25	55594	Tourism Representative 1
22	55593	Tourism Representative 2
19	55592	Tourism Representative 3
26	55728	Trade Act Coordinator
20	11223	Traffic Control Analyst
95	11221	Traffic Control Analyst Trainee
26	64620	Training and Development Anaylst
18	63562	Training Technician
19	63577	Training Technician
95	63560	Training Technician Trainee
20	13282	Transportation Analyst
95	13280	Transportation Analyst Trainee
21	51102	Transportation Services Specialist III
18	51101	Transportation Services Specialist IV
19	56102	Unemployment Insurance Technician 3
24	56104	Unemployment Insurance Technician 1
22	56103	Unemployment Insurance Technician 2
21	56694	Utility Management Analyst
95	56693	Utility Management Analyst Trainee
18	62353	Veterans Services Officer
95	62352	Veterans Services Officer Trainee
26	00866	Veterinarian
18	62552	Vocational Counselor Commission for Blind & Visually Impaired
18	61862	Vocational Counselor Correction and Parole
20	65272	Vocational Rehabilitation Counselor
95	65270	Vocational Rehabilitation Counselor Trainee
18	60152	Volunteer Services Assistant
23	55993	Wage Collection Referee
19	60199	Work Program Specialist 2

APPENDIX IV
Titles Eligible for Clothing Allowance
PROFESSIONAL UNIT

Accountant, WSA
 Procurement Officer, WSA
 Project Engineer I, WSA
 Project Engineer II, WSA
 Project Engineer III, WSA
 Special Projects Engineer, WSA

<u>Title</u>	<u>Title Code</u>
Anesthetist Nurse	03884
Assistant Biologist	01742/01752
Assistant Curator	74564
Assistant Division Forest Fire Warden	02662
Assistant Landscape Architect	10692
Assistant Landscape Architect	10689
Assistant Regional Forester	02653
Assistant Supervisor Academic Lab Services	82404
Behavioral Modification Program Technician	03646
Biologist Trainee	01750
Boarding Home Evaluator, Social	64404
Building Inspector Health Facility	52994
Camp Nurse	03962
Chemist	01567/01552
Clinic Nurse	03952
Clinical Pharmacist	01293
Clinical Specialist in Psychiatric Nursing	00473
Day Care Counselor	60924
Dentist 2	01057
Dentist 3	01056
Engineer/Film Editor PBA	93303
Eye Health Nurse	03963
Field Representative Board of Nursing	03994
Field Representative Housing	64392
Field Representative Pharmaceutical	01282
Forensic Scientist	01591
Forester	02652
Graduate Nurse 10 Months	03841
Graduate Nurse 12 Months	03852
Graphic Artist 1 PBA	93106
Graphic Artist 2 PBA	93105
Health Care Facilities Evaluator I	60453
Health Care Facilities Evaluator II	60452
Health Care Services Evaluator Family Planning	03954
Health Facilities Construction	52984
Historic Preservation Specialist	15679/74712/74713
Instructor of Nursing	03874
Lighting Director PBA	93148
Medical Technologist	01954
Microbiologist 4	02003

Microbiologist 5	02002
Nursing Consultant Health	00183
Occupational Health Nurses	03932
Occupational Safety Consultant 1	03945
Occupational Safety Consultant 2	03944
Occupational Therapist	03671
Pharmacist	01292
Physical Therapist	03691
Public Health Consultant II	62864/60610
Public Health Nurse	03972
Public Health Project Nurse	03983
Regional Staff Nurse, Medical Assistance	03894/03897
School Nurse Education Center	03942
Section Forest Fire Warden	02661
Senior Biologist	01753
Senior Chemist	01553
Senior Chemist	01568
Senior Clinic Nurse	03953
Senior Field Representative Housing	64393
Senior Field Rep Pharm Health Facilities	01283
Senior Film Editor PBA	93126
Senior Forensic Scientist	01592
Senior Historic Preservation Specialist	15680
Senior Landscape Architect	10691
Senior Landscape Architect	10693
Senior Medical Technologist	01953
Senior Physical Therapist	03688/03692
Senior Training Technician	63578
Speech Hearing Specialist 3	03650
Speech Hearing Specialist 2	03652
Speech Hearing Specialist 1	03653
Staff Assistant 1 Department of Defense	34363/34364
Staff Assistant 2 Department of Defense	34362/34361
Supervisor Model Shop and Science Equipment	82444
Supervisor of Bridges and Structures	41946
Teacher I (Serving in DDD)	75293
Teacher II (Serving in DDD)	75292
Teacher III (Serving in DDD)	75291

P/R 603, 604, 607, 613, 614, 663, 664, 667, 672, 680

Teacher (Serving in DYFS)	75291/75292 ²
	75293 ²
Television Cinematographer PBA	93136
Therapist Art	03720
Therapist Movement	03715
Therapist Music	03662
Therapist Psychodrama	03710
Training Technician	63562

² Teacher I, II, III P/R 669, 674, 675, 676, 677

APPENDIX V
Professional Unit Titles
To be added to the Clothing Allowance
Titles effective July 1, 1994

1)	Assistant Engineer Transportation	10272
2)	Assistant Engineer Materials	13092
3)	Associate Director 2 Facilities	Generic
4)	Associate Director 3 Facilities	Generic
5)	Associate Director 4 Facilities	Generic
6)	Building Management Services III	52574
7)	Building Management Services IV	52572
8)	Clinical Lab Evaluator	01783
9)	Complaint Investigator	60451
10)	Instructor Counselor	61382
11)	Naturalist	02772
12)	Sanitarian	03152
13)	Senior Sanitarian	03153
14)	Senior Biologist Transportation	01743
15)	Senior Training Technician	
	(Variants not included)	63563
16)	Senior Training Technician (F only)	63563
17)	Senior Quality Control Reviewer	62032
18)	Senior Vocational Rehab Counselor	65263
19)	Supervisor Building Repairs	42506
20)	Training Technician	63577
21)	Vocational Rehabilitation Counselor	
	Trainee	65270
22)	Vovational Counselor Corrections	61862
23)	Vocational Rehabilitation Counselor	65272