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THE STATE OF NEW JERSEY

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## AGREEMENT

COMMUNICATIONS WORKERS OF AMERICA,  
Primary Level Supervisors

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Primary Level Supervisors Unit  
July 1, 1981-June 30, 1983

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## **PREAMBLE**

This Agreement made between the State of New Jersey, hereinafter referred to as the "State" and the Communications Workers of America, Primary Level Supervisors, hereinafter referred to as the "Union", covering employees in the Primary Level Supervisors 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 state-wide Primary Level Supervisors Unit. The State will not negotiate with nor grant rights afforded under terms or provisions of this Agreement to any other employee organization in connection with the employees in this unit.

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

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

3. Excluded are:

- a. Managerial Executives
- b. Non-Primary Level Supervisors
- c. Confidential employees
- d. Policemen
- e. Craft and (non-primary level supervisory) Professional employees

- f. Classifications designated within other recognized and appropriate units
- g. Classifications within the Department of Higher Education except those in the State College System and at the Department Central Office which are included.
- h. 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 XIX or a day especially designated by the Governor.

3. The term "work unit" refers to a group of employees whose activities are closely related and whose conditions of work are governed by a single element of managerial activity. "Organizational 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.

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

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

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

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

### **POLICY AGREEMENTS**

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

The State and the Union agree there shall be no discrimination against any employee because of age, sex, marital status, race, color, religion, national origin, physical handicap, political affiliation or 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 three (3) working days to the centralized payroll section, Department of the Treasury. Dues deduction will be reflected in the paycheck for the current pay period, provided the form is received in centralized payroll at least seven (7) calendar days prior to the end of the pay period otherwise to be reflected in the next pay period. If violations of these time frames are brought to the attention of the State, the State will review the matter and solve the problem prospectively forthwith.

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

c. Dues so deducted by the State shall be transmitted to the 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. Beginning the first full pay period in fiscal year 1982-1983 and continuing until June 30, 1983 all eligible non-member 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. Nothing herein shall be deemed to require any employee to become a member of the majority representative.

##### **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.1.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 accorded 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.

**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 Civil Service Matters**

During the meeting the Union may in addition present up to four (4) specific matters of particular importance pending before Civil Service 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**

**CIVIL SERVICE RULES**

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

**ARTICLE IV**

**GRIEVANCE PROCEDURE**

**A. 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 Civil Service Commission agree to review any matter as defined in A.2. above which by the terms of this grievance procedure may not be processed beyond Step Three, provided that such matter is within the jurisdiction of the Civil Service Commission. Nothing herein can be construed to require the Commission to review such matter but any declination will be made in writing to the grievant and to the Union if a request to Civil Service is made by the grievant.

2. It is agreed that the individual employee is entitled to use this grievance procedure and to be represented by the 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 Civil Service. 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 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.

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

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

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

**D. General Rules and Procedures**

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

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

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

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 Three and with all procedural conditions set forth herein pertaining, except that the fifteen (15) days for hearing shall be twenty-five (25) days. A refusal to hear the grievance by the Office of Employee Relations shall not affect the timeliness of the filing.

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

5. All grievances shall be presented in writing to the designated representative of each of the party against whom it is made on "Grievance Forms" to be provided by the State. Such forms shall make adequate provision for the representative of each of the parties hereto to maintain a written record of all action taken in handling and disposing of the grievance at each step of the Grievance Procedure. The form shall contain a general description of the relevant facts from which the grievance derives and references to the sections of the Agreement, if any, which the grievant claims have been violated. The grievance form must be completed in its entirety. A group grievance initiated by the 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 present his 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 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 through Three shall not constitute a precedent in any arbitration or other proceeding unless a specific agreement to that effect is made in writing by the Office of Employee Relations and the authorized representative of the Union.

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

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

a. In the event the Department Head or his designee determines that the grievance is not within the authority of the department, and decides not to hear the grievance, the 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 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 Four-Arbitration, provided all of the conditions and time limits detailed in Step Four are met. Time limits referred to in Step Four are applicable to the circumstances in 11.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 Four) shall be unchanged.

12. For purposes of this Article, a "shop steward" is an employee in the active employ of the State serving as the recognized union representative for the geographic locality. A "union staff representative" or "local union officer" shall be a person in the active employ of the union.

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

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

3. Hearings shall be scheduled and decisions after the scheduled hearing shall be rendered in writing within established time limits as set forth herein. The decision will be considered timely if rendered within the following time limits or within three (3) days after the conclusion of the hearing at Steps One and Two and twenty (20) days after the conclusion of the hearing at Step Three, whichever is later.

- a. at Step One within five (5) days of the receipt of the grievance;
- b. at Step Two within ten (10) days of the receipt of the appeal from the Step One decision;
- c. at Step Three, within fifteen (15) days of the receipt of the appeal from the Step Two decision.

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

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

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

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

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

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

1. When 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.

#### **G. Time Off for Grievance Hearing**

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

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

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

2. Where the employee or the 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 Two and beyond in the grievance procedure, witnesses may be heard and pertinent records received.

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

#### **H. Grievance Steps and Parties Therein**

##### **Step One**

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

##### **Step Two**

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

2. The grievant may be represented by the Steward and/or the Union's designated local officer and/or local Union staff representative who is not an employee. One person shall act as spokesperson for the grievant and one person shall act as spokesperson for management.

##### **Step Three**

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

2. If the decision involves a non-contractual grievance as defined in A.2., or if the grievant has presented his appeal without Union representation, the decision of the Department Head or his designee shall be final except that the provisions of B.1 pertaining to Civil Service Commission review shall not be denied.

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

1. In the event that the grievance has not been satisfactorily resolved at Step Three, and the grievance involves an alleged violation of the Agreement as described in the definition of a grievance in A.1 above, then arbitration may be brought only by the Union, through its designee within thirty (30) calendar days from the day the Union received the Step Three decision or from the date on which the Step Three decision was due, by mailing a written request for arbitration to the Public Employment Relations Commission and sending a copy to the Office of Employee Relations. In the event the 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 Three decision or from the date on which the Step Three decision was due. If mutually agreed, a pre-arbitration conference may be scheduled to frame the issue or issues. All communications concerning appeals and decisions at this Step shall be made in writing. The request for arbitration shall contain the names of the department or agency and employee involved.

2. 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.

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

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

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

## ARTICLE V

### DISCIPLINE

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

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

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

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

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

F. Any appeal relating to the involved disciplinary matter must be filed by the employee within fourteen (14) calendar days of notice of discipline to the employee involved. The Department or Agency Head, or his designee, who was not personally involved in the facts of the dispute, will convene a hearing within twenty (20) calendar days after receipt of such disciplinary appeal. The Department or Agency Head, or his designee, shall render a written decision within twenty (20) calendar days from the date of such hearing. The employee may be represented at such hearing by the Steward and/or a Union representative not in the active employ of the State and/or legal counsel; however, only one (1) person shall serve as the spokesperson for the appellant and one (1) person shall serve as spokesperson for the State. The decision rendered herein shall be final except where the disciplinary grievance involves a penalty as set forth in paragraph G. below. Where the matter involves a disciplinary penalty as set forth in G.I.e. below, Civil Service may review the matter if timely presented in accordance with its discretionary jurisdiction.

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

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

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

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

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

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

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

H. An appeal to disciplinary arbitration may be brought only by 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 F. A request for disciplinary arbitration shall contain the name of the department or agency and the employee involved, a copy of the original appeal, the notice of discipline and any written decisions rendered concerning the matter.

I. Within thirty (30) days of the execution of this Agreement, the parties shall mutually agree upon a panel of not less than five (5) disciplinary arbitrators. Each member of the panel shall serve in turn as the sole arbitrator for a given case.

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

J. Arbitrators in disciplinary matters shall confine themselves to recommendations 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 recommendation with respect to guilt, innocence or penalty shall be advisory. In the event the arbitrator finds the employee guilty, he may approve the penalty sought or imposed, or recommend to modify such penalty as appropriate to the circumstances, in accord with discipline as set forth in paragraph B. above. Removal from service shall not be substituted for a lesser penalty. In the event the arbitrator finds the employee innocent or recommends to modify a penalty, he may recommend 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 recommending the penalty to be imposed. Should the arbitrator's award recommend reinstatement with back pay for all or part of a period of suspension, termination of service or reduction in grade, the employee may be paid for the hours he would have worked in his normally scheduled work week, at his normal rate of pay, but not exceeding forty (40) hours per week or eight (8) hours per day, less any deductions required by law or other offsetting income, for the backpay period specified by the arbitrator. The arbitrator's advisory opinion 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 recommendation shall discuss any of the testimony, evidence or positions of the parties which merit special analysis or explanation. The arbitrator should not substitute a more severe penalty than has been imposed by the State.

In exception to these provisions, in an advisory disciplinary arbitration concerning a penalty as set forth in G.I.e., the sole issue to be reviewed by the arbitrator shall be the guilt or innocence of the employee and he shall, therefore, recommend to sustain the penalty imposed or vacate it by his opinion, however, the arbitration recommendation rendered shall be complete as set forth above.

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

## K. General Provisions

1. In the event a formal charge of misconduct is made by the State against an employee and if he so requests, he shall be entitled to a representative of the 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 and there shall be no presumption of guilt. The employee and/or the Union, if present, may request and receive a copy of such recording. Where an employee is interrogated during the course of a formal investigation and when there is a reasonable likelihood that the individual being questioned may have formal charges preferred against him, the nature of those contemplated charges shall be made known to the employee who shall then, if he requests, be entitled to a representative of the Union, only as a witness or as an advisor, during subsequent interrogation concerning the charge provided that the interrogation process shall not be delayed and/or the requirement to expedite any official duty not be impaired.

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

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

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

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

6. The 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.

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

1. 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 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 an unclassified employee is dismissed from State employment due to misconduct, management shall serve such employee with the specific written reasons, relating to such misconduct, and 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 shall apply as provided in this article. The burden of proof shall be on the employee.

It is understood that nothing herein shall be construed as limiting the State from exercising its inherent discretion to terminate employees serving at the pleasure of the department or agency head, (i.e., unclassified employees), without setting forth the reasons therefor. Moreover, the issue of dismissal relative to any matter of job performance shall not fall within the purview of this article. Grievances concerning the interpretation of this article shall be processed as non-contractual A.2. grievances.

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

## M. Special Procedure for Review of Suspensions of One Through Five Days

1. There is hereby established, on a trial basis, 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 upholding disciplinary suspensions of one (1) through five (5) days, (excepting unclassified, provisional or probationary employees).

2. In order for a disciplinary appeal to 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 issuance 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 Union, together with a copy of the decision and any other documents that have been made a part of the record of the matter.

3. Within ten (10) days of receipt of the Notice of Appeal, a Union staff representative shall notify the Office of Employee Relations, in writing, whether it wishes to have such matter reviewed by the panel.

4. The panel shall meet once each month providing that there are at least ten (10) matters to be considered. If in any month there is no meeting because there are fewer than ten (10) 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 matters as to which the Union has requested panel consideration provided that the request is received at least seven (7) calendar days prior to the scheduled date of the panel meeting.

5. 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 of the matter before such Department or Agency Head or designee. The State and Union panel members shall discuss each matter 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 reduced. 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 matter raises issues which may warrant submission to advisory arbitration. In the event the neutral determines that the matter does not raise issues which may warrant submission to arbitration, such determination shall be final and the matter closed.

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

7. In the event the neutral determines that a matter raises issues which may warrant submission to arbitration, the Union may elect to appeal the matter to advisory disciplinary arbitration as provided in this article. In such case the eighteen (18) calendar day period referred to in paragraph H for the submission of written notice of appeal to disciplinary arbitration shall run from the date of receipt of the neutral panel member's determination. The neutral panel member may not serve as the arbitrator for any matter which has been submitted to the panel.

8. The State agrees to the cost of the panel participation of the neutral member provided that where the cost exceeds \$100, in any one (1) month, the parties shall share the excess cost equally. Where the parties mutually agree to hold a panel meeting with fewer than ten (10) cases on the agenda, the parties shall share the entire cost of the neutral equally, except where such meeting results from the operation of the exception contained in subparagraph 4. above.

9. This trial program may be terminated by either party upon forty-five (45) days written notice to the other party. In the event of such termination, suspensions of one (1) through five (5) days may be appealed to advisory arbitration under the provisions of paragraphs H, I and J, without panel consideration.

## ARTICLE VI

### COMPENSATION PLAN AND PROGRAM

#### A. Special Salary Program July 1, 1981 to June 30, 1983

1. It is agreed that during the term of this Agreement for the period July 1, 1981 - June 30, 1983 the following salary and fringe benefit improvements shall be provided to eligible employees in the unit within the applicable policies and practices of the State and in keeping with the conditions set forth herein.

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

(1) There shall be a ten (10) percent across the board increase applied to current base salary. Sixty (60) percent of that increase shall be effective in the first pay period of fiscal year 1981-1982 and the remaining forty (40) percent shall become effective in the fourteenth pay period. There shall be an additional salary increase of seven (7) percent across the board effective in the first pay period of fiscal year 1982-1983.

(2) The minimum annual salary for forty (40) hour employees shall be adjusted to \$8400 in the first pay period of fiscal year 1981-1982. Thirty-five (35) hour employees minimum annual salary shall be adjusted to \$7500.

(3) The State Compensation Plan salary schedule shall be adjusted in accordance with established procedures to incorporate these increases for each step of each salary range. Each employee shall receive the increase by remaining at the step in the range occupied prior to the adjustments.

(4) Employees who have reached the maximum step (Step 8) within their salary range, and who have been at that maximum step for a minimum of one (1) year, and would be eligible for an increment had they not been at Step 8, shall, on their anniversary date during fiscal year 1982, receive a cash payment of \$100 and for fiscal year 1983, a cash payment of \$110. It is understood between the parties that this program as applied to eligible unit employees shall be a subject for renegotiations for the contract that succeeds this agreement terminating June 30, 1983.

(5) Full time employees who have been continuously employed from September 15, 1981 through July 1, 1982, and who are on the payroll on the payment date, whose base annual salary is \$14,500 or less after the application of



the 7% salary adjustment made effective in fiscal year 1983, as otherwise set forth in this Agreement, shall be entitled to a special one-time cash payment of \$250.00 which shall be paid on or before August 1, 1982. Leaves of absence without pay or suspension up to thirty (30) days duration shall not affect the eligibility requirement as to the above-mentioned period of service. Employees who retire from State service between July 1, 1982 and the date of payment remain eligible for payment.

Employees who receive the clothing allowance for fiscal year 1983, otherwise provided herein, shall be ineligible for this special supplementary salary program.

It is understood between the parties that this special supplementary salary program applicable to eligible unit employees shall be a subject for renegotiation for the contract that succeeds this Agreement terminating on June 30, 1983.

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

b. 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 1981.

(2) Each employee serving in a position as described above, and who has completed one (1) full year of service on or before July 1, 1981, shall receive a cash clothing maintenance allowance of \$325. Each employee serving in the title described above who will have completed a full year of service on or before July 1, 1982, shall receive a cash clothing maintenance allowance of \$325 for fiscal year 1983.

(3) Leaves of absence without pay or suspension up to thirty (30) days duration shall not affect the eligibility requirement 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.

(4) Employees who receive such clothing maintenance allowance shall not be eligible for the supplementary salary program, nor shall they be entitled to the \$100 or \$110 payment based upon an employee being at the maximum step of his/her salary range.

(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, 1983.

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 fifty (50) percent of the cost of the type of coverage elected, e.g. individual employee only, husband and wife, parent and child or family coverage.

(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.

d. Eye Care Program

(1) It is agreed that the Eye Care Program shall be continued during the term of this agreement. The coverage shall provide for a \$25.00 payment for regular prescription eyeglasses or \$30.00 for bifocal glasses 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 \$25.00 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 (1) payment for glasses and one (1) payment for examinations during the two-year period of this agreement while the program is in effect. Proper affidavit and submission of receipts are required of the employee in order to receive payments.

e. Special Training

The State will join with the Union to provide a special training program which will be available to employees in the Primary Level Supervisors Unit. The program will be financed equally by the State and the Union. The formulation and content of the special training program shall be decided by mutual agreement between the Office of Employee Relations and the Union. All funds for this program shall be disbursed proportionately directly to the outside agency that provides services under this program.

**f. Deferred Compensation Plan**

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

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

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

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

**B. Salary Program Administration**

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

1. A system of position classifications with appropriate position descriptions. Copies of current position descriptions will be made available to the 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 Employee Performance Evaluation and Improvement System.

4. The authority, method and procedures to effect modification as such are required. However, if the State makes major changes in the Compensation Plan or changes which have a negative effect on the earnings of employees it is understood that the impact of these changes will be negotiated with the 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.

**C. Cooperative Effort**

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

**ARTICLE VII**

**POSITION CLASSIFICATION REVIEW - CLASSIFIED SERVICE**

A. The Union may request a reevaluation of a position (job classification), on the basis of job content change and relationship to other titles. The State will review such a request and will reevaluate the position and provide an opportunity for the Union to present its views. The determination of the State shall be properly presented to the Union and reduced to writing if requested.

B. Implementation of any resulting reclassification of position shall be made consistent with present normal Civil Service procedures and its Rules and Regulations.

C. This provision shall not be abused.

**ARTICLE VIII**

**POSITION CLASSIFICATION AND REEVALUATION REVIEW FOR UNCLASSIFIED EMPLOYEES**

The Union may present a reasonable number of requests for position classification or reevaluation review to the departmental personnel office for consideration. If, subsequent to review, the department finds such request to be meritorious the department may, on its own initiative, pursue the matter before the proper authorities.

**ARTICLE IX**

**HOURS AND OVERTIME**

**A. Hours of Work**

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

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

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



## B. Rest 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.

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

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

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

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

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

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

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

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

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

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 (½) hour increments. An employee who is called in for non-scheduled overtime shall be guaranteed a minimum of two (2) hours of compensation whether or not the two (2) hours are worked except when the end of the call-in period coincides with the beginning of his regularly scheduled shift.

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

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

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

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

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

#### **2. Lateness or absence due to weather conditions**

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

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

#### **E. Other Benefits**

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

#### **F. Policy on Unexcused Absence**

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

## **ARTICLE X**

### **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 XI**

### **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 Civil Service Rules and Regulations, would result in a change of the employee's anniversary date, Civil Service shall establish the next appropriate pay period as the new anniversary date.

B. Employees hired prior to the effective date of this Article shall continue in their currently assigned quarterly anniversary dates. However, if subsequent to the effective date of this article, a personnel action affecting an employee hired prior to the effective date of this Article occurs which, pursuant to Civil Service

Rules and Regulations, would result in a change of the employee's anniversary date, such date shall be assigned to the next appropriate pay period as established by Civil Service.

C. The target date for the effectuation of this provision is January 1, 1982 or upon necessary Civil Service Rule change, whichever is later.

#### ARTICLE XII

##### OUT-OF-TITLE WORK - CLASSIFIED SERVICE

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. 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 Civil Service where the matter will be heard within twenty-one (21) days and a decision rendered within ten (10) days of that hearing. Any dispute concerning the phasing out period will be resolved through the grievance procedure.

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

#### ARTICLE XIII

##### OUT-OF-TITLE WORK FOR UNCLASSIFIED EMPLOYEES

Instances of out-of-title work alleged to exist by the Union may be brought to the attention of the State only through the departmental personnel office for review. Instances of out-of-title work identified jointly by the Union and the department shall be corrected by phasing out such work assignments at the earliest time which shall in no case be later than three (3) months from the time such out-of-title work is identified. If, subsequent to the departmental review, a dispute with respect to out-of-title work continues, the parties may agree to jointly refer the matter to the Department of Civil Service which may in its discretion undertake an investigation in preparation of a response.

#### ARTICLE XIV

##### PROMOTION

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

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

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

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

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

If requested by the 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 XV

##### JOB POSTING AND ANNOUNCEMENTS - CLASSIFIED 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 Civil Service 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. A copy of each notice posted will be forwarded to the appropriate Union Office.

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

4. 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 XVI**

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

1. 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.

2. A copy of each notice will be forwarded to the Union.

3. 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 XVII**

#### **CIVIL SERVICE EXAMINATIONS**

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

### **ARTICLE XVIII**

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

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

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

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

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

2. Employees who are eligible and whose performance is satisfactory shall be granted a normal merit increment if such is provided for in Article VI of this Agreement.

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

#### **C. Performance Evaluation Conference**

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

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

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

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

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

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

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

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

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

#### **F. Orientation Material**

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

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

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

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

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

### **ARTICLE XIX**

#### **HOLIDAYS**

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

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

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

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

### **ARTICLE XX**

#### **SPECIAL TIME OFF**

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

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

## **B. Other**

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

## **ARTICLE XXI**

### **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.

## **ARTICLE XXII**

### **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 effective January 1982 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 \$3.50 per prescription or renewal of such prescription and further subject to specific procedural and administrative rules and regulations which are part of the Program.

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

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

1. Subject to any condition imposed by the insurer all employees shall have the opportunity to voluntarily purchase various insurance policies on a group participation basis as provided in the program established by the State and the Union. The policy costs are to be borne entirely by the employee selecting insurance coverages provided in the program. The State will provide a payroll deduction procedure whereby authorized monies may be withheld from the earned salary of such employees and remitted to the insurance company.

2. The insurance company will provide information concerning risks covered, service offered, and all other aspects of the program to each interested employee.



E. Inquiries regarding the above programs may be directed to the employee's local personnel office, which shall respond by supplying the appropriate information or, if necessary by referring the employee to the appropriate office for such response.

### **ARTICLE XXIII**

#### **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 XXIV**

#### **LEAVES OF ABSENCE**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### 7. Death in Family

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

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

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

#### 10. Unused Sick Leave - Retirement

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **ARTICLE XXV**

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

A. In accordance with applicable rules, regulations, and policies, employees serving in the unclassified service shall have an option of selecting a policy of vacation leave and administrative leave as prescribed by the State for employees in the

classified service or the policy of vacation leave and administrative leave for unclassified employees as determined to be appropriate by the Department Head. This option may be exercised not more than once on forms furnished by the respective employee's Personnel Officer. The department policy in effect on the date of the signing of the Agreement shall not be changed without prior notice to and negotiations with the Union.

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

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

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

### **ARTICLE XXVI**

#### **LEAVES OF ABSENCE WITHOUT PAY**

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

B. The appointing authority shall request approval from the Department of Civil Service for a leave of absence without pay up to a maximum period of one (1) year for an employee elected or appointed to a full-time position with the Union. Such leave may be renewed on an annual basis as the term of office of such position requires to a total period not exceeding six (6) years. Each such renewal is subject to approval by the Department of Civil Service.

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

### **ARTICLE XXVII**

#### **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, or during the period of grievance investigation provided in the Grievance Procedure. The State will designate appropriate places for such meetings at its facilities. Access to the premises as set forth in this paragraph shall not be given by the State to any employee organization other than to the 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 unit representative shall be allowed to conduct normal business meetings on State properties, provided that space is available during hours when the facilities are open; requests for such meetings shall be made at least one (1) week in advance of the proposed date of use, and employees may attend such meetings during off duty hours. Less notice may be acceptable to the State.

3. The above is not intended to restrict 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 365 days of such leave of absence may be used during the period July 1, 1981 through June 30, 1982, and 380 days of such leaves of absence during the period July 1, 1982 through June 30, 1983.

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 twenty-one (21) 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 365 days of such leave of absence without pay may be used during the period July 1, 1981 to June 30, 1982; and 380 days during the year July 1, 1982 to June 30, 1983.

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

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

#### **C. Bulletin Boards**

1. In central locations and in work areas where there are large numbers of employees covered by this Agreement, the State will make space available on existing bulletin boards which space will be for the exclusive use of the 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. Where necessary the State shall affix or hang such bulletin boards. Approval of such requests shall conform to State standards and will not be unreasonably withheld by the State.

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

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

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

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

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

5. The President of a 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.

### **ARTICLE XXVIII**

#### **ACCESS TO PERSONNEL FILE**

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

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

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

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

## ARTICLE XXIX

### 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 XXX shall apply.

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

E. The State agrees to supply current seniority lists to the 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 Civil Service, such as layoff and promotional rights. In such circumstances, seniority determinations and applications shall be determined by Civil Service. The terms and conditions of seniority pertaining to layoff and promotions are fully set forth in statutes and in the Civil Service Regulations and are intended to be observed in 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 Civil Service that the positions are in the same or appropriately related job class series.

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

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

## ARTICLE XXX

### LAYOFF AND RECALL - CLASSIFIED 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 Civil Service 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. 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.

I. 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.

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

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

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

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

K. 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.

L. It is recognized that the provisions of paragraph H through J above are illustrative portions of the layoff and recall rights established under Civil Service Statutes and Regulations and that the overall system is administered by the Department of Civil Service.

M. It is recognized and agreed that the Union and the State share an interest in protecting the opportunity for continuing employment for employees covered by this agreement. Therefore, if during the term of the agreement, the State contracts out or subcontracts work normally performed by employees covered by this agreement and such action results in layoff or job demotion, the State shall attempt to give employees affected every opportunity available to continue employment within their classification or other appropriate positions available for which they are qualified prior to layoff or similar action.

#### ARTICLE XXXI

##### LAYOFF AND RECALL FOR UNCLASSIFIED AND PROVISIONAL EMPLOYEES

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 twelve (12) working days for nonteaching personnel, and at least seventeen (17) working days for teachers, prior to the reduction in force.

3. 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.

4. Where, in the judgment of management, the elements set forth in paragraph 3. 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.

5. 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.

6. 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 3. of this article, however, such employees may be recalled at the option of the appointing authority when the list of eligible employees is exhausted.

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 XXXII

### LIABILITY CLAIMS INDEMNIFICATION

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

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

#### A. Defense of Employees

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

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

- a. the act or omission was not within the scope of employment; or
- b. the act or failure to act was because of actual fraud, willful misconduct or actual malice; or
- c. the defense of the action or proceeding by the Attorney General would create a conflict of interest between the State and the employee.
- d. In any other action or proceeding, including criminal proceedings, the Attorney General may provide for the defense of an employee if he concludes that such representation is in the best interest of the State.



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

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

#### **B. Indemnification**

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

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

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

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

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

## **ARTICLE XXXIII**

### **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 XXXIV

##### 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. The State and the Union shall establish a Joint Safety and Health Committee attended by one (1) unit member appointed by the Union and representatives of the State. Regular meetings will be scheduled as required but not more often than quarterly in order to discuss safety and health problems or hazards and programs

and to make recommendations concerning improvements or modifications of conditions regarding health and safety. The Union shall submit an agenda to the State seven (7) working days before the scheduled meeting. In emergent situations, additional meetings may be convened upon the mutual agreement of the parties.

2. The State and the Union shall establish a limited experimental joint Health and Safety Committee to meet at the departmental level. This committee shall consist of representatives from the State and/or the participating department, one (1) unit employee representative selected by the Union from the appropriate participating department and one (1) non-employee Union representative. Employee representatives 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 Union with an opportunity to raise and discuss important local safety and health matters such as asbestos, VDT/CRT's, HVAC and other appropriate matters, and to make recommendations concerning improvements or modifications of conditions regarding health and safety. This experimental program shall commence thirty (30) days subsequent to the signing of this Agreement and end on June 30, 1983. Such program may be extended in whole or in part by mutual agreement between the State and the Union. Committee meetings shall be scheduled at the request of the Union but in no case more often than bi-monthly. The participating departments are the Departments of Transportation, Health, and Labor and Industry.

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.

## ARTICLE XXXV

### 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 XXXVI

### TUITION REFUND AND EMPLOYEE TRAINING

#### A. Tuition Refund

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

#### B. Employee Training

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

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

## ARTICLE XXXVII

### EMERGENCY WORK (NEW PROGRAM)

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

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

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

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

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

B. It is clearly understood that all of the foregoing elements or criteria must be met for an employee to be entitled to payment at the emergency rate. The following special project pay rates shall apply during fiscal year 1981-1982:

1. Employees who are engaged in manual or unskilled work as by use of shovels, picks, axes, choppers, etc., the rate of \$9.15 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 \$11.69 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 \$14.21 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 \$15.66 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 \$18.12 per hour is authorized and known as a Group II Emergency Rate (Code 2).

C. The emergency rates described in B.1.-5., above, shall be adjusted during fiscal year 1981-1982 by approximately four (4) percent and in fiscal year 1982-1983 by approximately seven (7) percent in accordance with Article VI.

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

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

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

##### PRESENTATION OF AGREEMENT TO EMPLOYEES

###### A. Printing of Agreement

After the signing of this Agreement, the State, at its expense will reproduce this Agreement in sufficient quantities so that each employee in the unit may receive a copy, and so that there are sufficient additional copies for distribution to employees hired during the term of this Agreement and for additional copies to the 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.

###### B. 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 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 Civil Service Commission to become effective, or require the appropriation of funds for their implementation, it is hereby understood and agreed that such provisions shall become effective only after the necessary legislative action or rule modification is enacted, and that the parties shall jointly seek the enactment of such legislative action or rule modification.

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

#### B. Savings Clause

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

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

# ARTICLE XLIII

## NOTICES

For the purpose of giving notice as provided in Article XLIV, Term of Agreement and Negotiations Procedures, the State may be notified through the Director, Office of Employee Relations, Governor's Office, 134 West State Street, Trenton, New Jersey, 08608; and the Union through the Communications Workers of America, 122 West State Street, Trenton, New Jersey, 08608.

# 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, 1983.
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, 1982 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, 1983, 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 14th day of December, 1981.

FOR THE STATE OF NEW JERSEY:

<u>Franklin D. Murphy</u>	<u>Jeffrey A. Bodholt</u>
<u>Edward R. Harkness</u>	<u>Albert R. Harkness, Jr.</u>
<u>Daniel Collins</u>	<u>Brian McKeever</u>
<u>Kenneth Kuzi</u>	<u>Carroll L. Hargrave</u>
<u>Donald Edwards</u>	<u>Al L. Hargrave</u>
<u>Thomas J. Kelly</u>	<u>Nancy Schaefer</u>
<u>Louis Blustein</u>	<u>Judith Turnbull</u>

FOR THE COMMUNICATIONS WORKERS OF AMERICA/  
PRIMARY LEVEL SUPERVISORS UNIT:

<u>M. Don Sanchez</u>	<u>Roderick A. Lewis</u>
<u>Ray Cohen</u>	<u>Robert E. DeVaney</u>
<u>Edmund K. Kline</u>	<u>Brent Schmitt</u>
<u>Thomas Lorange</u>	<u>Norman Keating</u>
<u>Barbara W. Dula</u>	<u>Edwin H. Uffner</u>
<u>Judith Vickers</u>	

# MEMORANDUM OF UNDERSTANDING I

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

Civil Service Rules

Position Classification Review - Classified Service

Out-of-Title Work - Classified Service

Promotion

Job Postings and Announcements - Classified Service

Civil Service Exams

Holidays

Leaves of Absence (Paragraphs A, F and G)

Seniority

Layoff and Recall - Classified Service

Maintenance of Benefits

## APPENDIX I

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

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

### TRANSFER AND REASSIGNMENT

#### A. Transfer

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **B. Reassignment**

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

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

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

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

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

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

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

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

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

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

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

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

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



# APPENDIX II

TITLE		TITLE
RANGE	CODE	
24	50454	Accountant I
24	55234	Actuarial Assistant I
29	50076	Administrative Analyst I
20	51243	Administrative Assistant Education
24	51224	Administrative Supervisor Department of Health
17	28044	Administrative Supervisor Office of the Public Defender
18	04173	Administrative Supervisor Residential Services 10 Months
28	00174	Analyst I Research and Evaluation Health
29	00244	Analyst I Health Care Facilities
23	02414	Apiarist
24	17684	Architectural Supervisor Education
25	74224	Archivist I
12	12444	Area Supervisor of Traffic Enumerators
21	62346	Area Supervisor Veterans Services
18	34124	Armorer I
15	34123	Armorer II
26	50695	Assistant Business Manager Institutions
21	32953	Assistant Chief Investigator Legalized Games Chance Control Commission
18	32263	Assistant Chief Security Officer
18	70852	Assistant Coordinator Vocational Management Services
22	72094	Assistant Coordinator Vocational Technical Resource Centers
22	65074	Assistant Disability Insurance Supervisor
23	61774	Assistant District Parole Supervisor
25	03985	Assistant Executive Director New Jersey Board of Nursing
17	41934	Assistant Foreman Bridges and Structures
17	43754	Assistant Foreman Equipment Operator
17	41924	Assistant Foreman Highway Construction
17	42244	Assistant Foreman Highway Drilling Operations
17	42124	Assistant Foreman Highway Maintenance
17	42034	Assistant Foreman Highway Maintenance
17	42134	Assistant Foreman Landscape Highway Maintenance
17	43944	Assistant Foreman Machinist
17	43734	Assistant Foreman Mechanic
14	55602	Assistant Foreman Navigation
17	41824	Assistant Foreman Painter Bridges
14	43044	Assistant Foreman Park Maintenance
17	41844	Assistant Foreman Sign Shop

18	02672	Assistant Golf Course Manager
13	42746	Assistant Head Grounds Worker
15	44235	Assistant Housekeeping Supervisor 1
13	44234	Assistant Housekeeping Supervisor 2
21	93166	Assistant Manager Broadcast Operations PBA
16	43144	Assistant Maintenance Foreman PIP
21	60072	Assistant Social Work Supervisor
20	32682	Assistant Supervising Medical Security Officer
15	45064	Assistant Supervisor Court Disposition Reporting Unit
15	45054	Assistant Supervisor Criminal Information Unit
15	26704	Assistant Supervisor Data Reduction Unit
15	45014	Assistant Supervisor Fingerprint Technical Unit
25	15114	Assistant Supervisor Housing Code and Compliance Section
15	45046	Assistant Supervisor Identification Records Unit
17	56594	Assistant Supervisor Motor Vehicle Inspection Station
21	34673	Assistant Supervisor of Administrative Services Civil Defense
22	62582	Assistant Supervisor of Business Enterprises CETBVI
13	52892	Assistant Supervisor of Construction Records
24	72744	Assistant Supervisor of Educational Programs 1
23	72752	Assistant Supervisor of Educational Programs 2
24	60286	Assistant Supervisor of Field Investigators Institutionalized
15	41424	Assistant Supervisor of Forms Control
16	75014	Assistant Supervisor of Historic Sites
16	24836	Assistant Supervisor of Legal Secretarial Services
20	34663	Assistant Supervisor of Plans and Operations Civil Defense
15	40104	Assistant Supervisor of Purchase and Stores Environmental Protection
18	03552	Assistant Supervisor of Recreation
20	62683	Assistant Supervisor of Rehabilitation Training
20	34683	Assistant Supervisor of Resources Management Civil Defense
11	40124	Assistant Supervisor of Stores Defense
22	74683	Assistant Supervisor Planetarium
15	45044	Assistant Supervisor Records Assembly Unit
10	21843	Assistant Supervisor State Office Centrex Systems
24	33074	Assistant to the Director Alcoholic Beverage Control
24	93175	Assistant Transmitter Engineer Supervisor PBA
21	56894	Associate Editor Administrative Procedure
20	62653	Assistant Supervisor Home Industrial Service Commission for the Blind and Visually Impaired
14	16651	Audio Evidence Specialist
27	50817	Auditor I Taxation
28	50818	Auditor I Taxation

24	50964	Auditor I
25	51074	Auditor I
19	03646	Behavior Modification Program Technician
26	50094	Budget Analyst 1
17	40204	Building Services Coordinator II
20	62563	Camp Director Commission for the Blind and Visually Handicapped
17	43304	Captain State Boat
22	02874	Cartographer Environmental Protection
20	02873	Cartographer Environmental Protection
27	00162	Certificate of Need Analyst I
16	40353	Chief Bridge Operator 2
15	40352	Chief Bridge Operator 3
20	40101	Chief Caretaker Motor Equipment
22	01046	Chief Dental Laboratory Technician
21	27136	Chief Governmental Recording
19	52113	Chief Inspector Outdoor Advertising
23	20445	Chief Mail Section
20	14045	Chief of Survey Party
23	40444	Chief Operating Engineer 1
21	40443	Chief Operating Engineer 2
19	40442	Chief Operating Engineer 3
23	81083	Chief Technician Environmental Systems
28	62095	Chief Training Officer Division of Public Welfare
22	70493	Child Center Program Evaluator I
22	61972	Child Support and Paternity Specialist II
23	64954	Claims Adjudicator I Disability Determinations
27	63125	Clinic Supervisor 1
25	63124	Clinic Supervisor 2
23	63123	Clinic Supervisor 3
21	63122	Clinic Supervisor 4
25	01784	Clinical Laboratory Evaluator I
12	02262	Coding Clerk I Cancer Registry
23	64184	Community Programs Analyst I
26	63154	Community Service Officer 1 Narcotic and Drug Abuse
21	63153	Community Service Officer 2 Narcotic and Drug Abuse
26	64175	Community Service Officer I
26	64365	Community Service Officer I Model Cities
27	34695	Community Shelter Planning Officer
28	70376	Consultant Curriculum and Instruction I
27	00264	Consultant I Comprehensive Health Planning
25	55264	Consumer Analyst I Insurance
26	82254	Controller Student Auxiliary Services

28	70163	Coordinator II Equal Education Opportunity	27	64754	Employment Supervisor I
25	10451	Coordinator Highway Construction Programs	25	64753	Employment Supervisor II
19	64883	Coordinator Interpreter Referral Service	24	56734	Energy Analyst I
28	63174	Coordinator Licensing and Certification Program	22	02474	Entomologist
28	70266	Coordinator of Pupil Transportation	22	k6290	Environmental Compliance Investigator I
22	60951	Coordinator of Transportation Day Care and Training	17	40193	Equipment Management Specialist
27	60204	Coordinator Office of Special Services	16	40194	Equipment Management Specialist
29	74095	Coordinator School and College Media Services	24	9308k	Field Crew Chief PBA
29	70076	Coordinator School Nutrition Services	23	52464	Field Investor I Insurance
29	00235	Coordinator Special Epidemiology Projects	25	30694	Field Representative I Public Advocate
26	56826	Coordinator State and Local Planning CATV	22	65854	Field Representative I Division on Civil Rights
26	80104	Coordinator Veterans Programs	23	62124	Field Service Coordinator I Medical Assistance and Health Service
14	04144	Cottage Training Supervisor	23	62164	Field Service Supervisor 3
29	53246	Data Processing Analyst I	19	41935	Foreman Bridges and Structures
28	53245	Data Processing Analyst I	19	42405	Foreman Building Maintenance
13	53363	Data Processing Librarian I	10	44135	Foreman Building Maintenance Workers
13	53354	Data Processing Machine Operator I	19	41124	Foreman Carpenter
27	53264	Data Processing Programmer I	19	32406	Foreman Channel Marking
23	53272	Data Processing Programmer I 10 Months	15	52354	Foreman Distributor State Lottery Tickets
26	53265	Data Processing Programmer I	19	41345	Foreman Electrician
27	53385	Data Processing Supervisor Scheduling and Control	19	43755	Foreman Equipment Inspector
16	60945	Day Care Center Supervisor	19	42025	Foreman Equipment Operation
35	01058	Dentist I	14	45435	Foreman Fisheries Worker
26	93185	Digital Electronic Engineer PBA	15	02644	Foreman Forest Tree Nursery
29	93068	Director News Service PBA	19	41925	Foreman Highway Construction
28	93128	Director of Film Services PBA	19	42245	Foreman Highway Drilling Operations
28	93108	Director of Graphic Arts PBA	19	42035	Foreman Highway Marking
N98	32165	District Firewarden	10	42434	Foreman Laborer
05	51541	District Inheritance Tax Supervisor 4	19	42135	Foreman Landscape Highway Maintenance
18	51513	District Inheritance Tax Supervisor 1	10	44425	Foreman Laundry
17	51523	District Inheritance Tax Supervisor 2	19	41636	Foreman Locksmith
09	51532	District Inheritance Tax Supervisor 3III	19	43945	Foreman Machinist
20	03062	District Manager Natural Resources	18	43025	Foreman Maintenance Water Policy and Supply
22	56422	District Supervisor Motor Vehicles Alcohol Countermeasures	19	41545	Foreman Mason and Plasterer
23	55984	District Supervisor Wage and Hour Compliance	19	43735	Foreman Mechanic
24	31973	Driver Improvement Analyst I	19	41515	Foreman Painter
15	63045	Drug Abuse Supervisor	19	41825	Foreman Painter Bridges
26	56896	Editor Division of Administrative Procedure	16	43045	Foreman Park Maintenance
22	20075	Education Dissemination Specialist I	19	41315	Foreman Plumber and Steamfitter
19	43645	Electrical Foreman	17	41435	Foreman Print Shop
13	53312	Electronic Accounting System Operator I	19	43535	Foreman Radio Technician
25	63129	Employment Rehabilitative Specialist I	16	41244	Foreman Repairer
24	64613	Employment Services Specialist I	19	41645	Foreman Sheet Metal Worker

19	41845	Foreman Sign Shop	29	00383	Health Economics Research Specialist I
19	41625	Foreman Upholstery Shop	27	00364	Health Planning Specialist I
16	42026	Foreman Wildlife Management Areas	30	61754	Hearing Officer I State Parole Board
14	45615	Foreman Wildlife Worker	24	61585	Hearings Examiner State Parole Board
14	01633	Forensic Technician Stenographer I	23	55783	Industrial Manager II State Use Industries
15	41354	Forms Design Technician I	20	53703	Inspector I New Jersey Racing Commission
29	52455	Funds Manager Division of Investments	19	32195	Institution Fire Chief
27	52535	Funds Manager Mortgages and Authorities	22	43726	Institutional Transportation Supervisor
19	43805	Garage Foreman	24	55084	Insurance Examiner I
15	21635	Head Audit Account Clerk	24	61082	Interstate Specialist I
16	44625	Head Baker	23	30614	Investigator I Consumer Protection
12	20147	Head Bus Driver	20	56003	Investigator I Private Employment Agency Section
15	40944	Head Barber	23	40915	Investigator I Professional Boards
16	44635	Head Butcher	24	51594	Investigator I Taxation
15	20045	Head Clerk	26	52485	Investment Analyst I
15	21535	Head Clerk Bookkeeper	27	52605	Leased Space Manager
13	44654	Head Cook I 10 Months	27	36306	Legal Assistant II Office of Administrative Law
16	44646	Head Cook 1	25	74084	Librarian I
14	44645	Head Cook 2	25	15110	License Examiner I
12	44644	Head Cook 3	13	52472	License Processor I Insurance
14	04134	Head Cottage Supervisor	19	43145	Maintenance Foreman PIP
16	04145	Head Cottage Training Supervisor	20	34346	Maintenance Superintendent Defense
17	45745	Head Dairy Worker	25	65284	Manager 2 Vocational Rehabilitation Services
17	53295	Head Data Entry Machine Operator	24	64854	Manpower Specialist I
13	60943	Head Day Care Center Technician	22	63616	Manpower Training Advisor I
20	14029	Head Drafting Technician	24	17275	Mine Safety Training Program Coordinator
18	14035	Head Drafting Technician	24	41144	Model Maker I
16	45325	Head Farmer	15	21034	Mortality Coding Clerk I
15	20725	Head File Clerk	25	55394	Municipal Finance Auditor I
16	45535	Head Gardener	26	93114	Newsfilm Coordinator PBA
16	45515	Head Greenhouse Worker	24	64673	Office Manager Appeals Tribunal
16	42745	Head Grounds Worker	22	43193	Office Manager Palisades Interstate Park
15	40922	Head Hairdresser	16	45034	Office Supervisor Bureau of Identification
09	44104	Head Housekeeper	16	27403	Office Supervisor Motor Vehicles
10	44424	Head Laundry Worker	24	53654	Pensions Counselor I
15	22025	Head Microfilm Machine Operator	26	65634	Permit Coordination Officer I
16	03862	Head Nurse 10 Months	14	44943	Photographer I
19	03853	Head Nurse 12 Months	20	56013	Prevailing Rate Examiner I Wage and Hour Compliance
17	22535	Head Offset Machine Operator	15	21734	Principal Accident Record Clerk
15	52645	Head Procurement Clerk	25	17694	Principal Architect
13	40844	Head Sewing Worker	24	10102	Principal Area Coordinator Community Involvement
15	20925	Head Statistical Clerk	14	74764	Principal Audio Visual Technician
27	00374	Health Data Specialist I	12	21634	Principal Audit Account Clerk

24	02254	Principal Bacteriologist	26	10274	Principal Engineer Transportation
24	54864	Principal Bank Examiner	25	14894	Principal Engineer Utilities
24	01754	Principal Biologist	26	12294	Principal Engineer Transportation Research
25	01744	Principal Biologist	16	14044	Principal Engineering Aide
12	22334	Principal Bookkeeping Machine Operator	17	13024	Principal Engineering Aide Materials Testing Project Inspection
11	22434	Principal Calculating Machine Operator	25	16304	Principal Environmental Engineer
24	63854	Principal Career Development Specialist	26	16314	Principal Environmental Engineer
26	01569	Principal Chemist	26	12524	Principal Environmental Specialist
24	01554	Principal Chemist	25	15854	Principal Environmental Specialist
23	56374	Principal Claims Investigator	20	15834	Principal Environmental Technician
22	56124	Principal Claims Reviewer	24	15274	Principal Estimator Building and Construction
11	20044	Principal Clerk	22	54974	Principal Examiner and Investigator Real Estate Commission
12	21534	Principal Clerk Bookkeeper	24	94714	Principal Examiner Consumer Credit
10	23825	Principal Clerk Stenographer 10 Months	25	60654	Principal Field Operations Analyst Mental Retardation
13	23824	Principal Clerk Stenographer	23	62854	Principal Field Representative Health
12	23334	Principal Clerk Transcriber	23	64394	Principal Field Representative Housing
12	23234	Principal Clerk Typist	24	52974	Principal Field Representative Medical Facility Construction and Planning
09	23236	Principal Clerk Typist 10 Months	26	01284	Principal Field Representative Pharmaceuticals
30	01386	Principal Clinical Psychologist	24	51685	Principal Field Representative Local Property Tax
20	32059	Principal Coastal Inspector	23	35274	Principal Field Representative Police Training Commission
13	53294	Principal Data Entry Machine Operator	19	16244	Principal Field Worker Public Health
16	14028	Principal Drafting Technician	11	20724	Principal File Clerk
14	14034	Principal Drafting Technician	24	50534	Principal Fiscal Analyst
24	64694	Principal Employment Test Technician	24	01593	Principal Forensic Chemist
26	10484	Principal Engineer Architectural Bridge Design	25	01605	Principal Forensic Toxicologist
26	14094	Principal Engineer Civil	24	02654	Principal Forester
26	15294	Principal Engineer Construction	12	40014	Principal Garage Attendant
26	16694	Principal Engineer Electrical	26	03045	Principal Geologist
26	15003	Principal Engineer Energy	25	03054	Principal Geologist
26	10464	Principal Engineer Geology	23	56474	Principal Hearings Officer Motor Vehicles
26	16094	Principal Engineer Hydraulic	20	10844	Principal Highway Inspector
26	16084	Principal Engineer Hydrographic	24	17494	Principal Highway Safety Specialist
26	17094	Principal Engineer Industrial	26	44774	Principal Home Economist
26	13094	Principal Engineer Materials	24	16284	Principal Industrial Hygienist
26	16894	Principal Engineer Mechanical	21	32412	Principal Inspector Bulkheads and Dredging
25	18474	Principal Engineer Nuclear Systems	20	13834	Principal Inspector Bus Service
26	12694	Principal Engineer Planning	21	62224	Principal Inspector Child Care Centers
26	15284	Principal Engineer Program Control	21	14014	Principal Inspector Construction
26	10454	Principal Engineer Soils	20	14024	Principal Inspector Construction
26	14084	Principal Engineer Structural			
26	10474	Principal Engineer Structural Bridge Design			
26	10471	Principal Engineer Structural Evaluation			
26	11284	Principal Engineer Traffic			

21	55474	Principal Inspector Multiple Dwellings	24	02354	Principal Serologist
20	13824	Principal Inspector Rail Service	27	62195	Principal Standards and Procedure Technician
21	54934	Principal Investigator Banking	12	20924	Principal Statistical Clerk
24	45023	Principal Intelligence Research Analyst	25	10124	Principal Statistical Engineer
21	56774	Principal Investigator Utilities	24	54084	Principal Statistician
22	55154	Principal Investigator Insurance	13	40034	Principal Stock Clerk
25	33454	Principal Investigator Office of the Public Defender	24	32430	Principal Tidelands Appraiser
16	23434	Principal Keyboard Operator Telecommunications	22	57144	Principal Title Examiner
24	54144	Principal Labor Market Analyst	26	11225	Principal Traffic Control Analyst
11	01934	Principal Laboratory Service Worker	20	11234	Principal Traffic Investigator
18	01924	Principal Laboratory Technician	24	63564	Principal Training Technician
25	10694	Principal Landscape Architect	25	63571	Principal Training Technician
12	74134	Principal Library Assistant	26	13284	Principal Transportation Analyst
25	13725	Principal Local Aid Analyst	23	56084	Principal Unemployment Claims Investigator
21	33867	Principal Local Aid Investigator	11	20624	Principal Vault Clerk
10	20434	Principal Mail Clerk	24	02154	Principal Virologist
14	40025	Principal Mechanical Stores Clerk	17	55632	Procurement Controller Health
24	01952	Principal Medical Technologist	18	80031	Program Assistant Basic Skills Council
11	22024	Principal Microfilm Machine Operator	26	64485	Program Development Specialist I
24	64894	Principal Occupational Analyst	26	65286	Program Planning and Development Specialist I
11	22234	Principal Office Appliance Operator	25	00143	Program Specialist II Occupational Environmental Health
13	22534	Principal Offset Machine Operator	27	62103	Program Support Specialist I Youth and Family Services
24	55304	Principal Operations Analyst	20	82634	Project Coordinator Environmental Research
13	23215	Principal Operator Automated Typewriter	18	54443	Public Information Assistant Fish Game and Shell Fisheries
24	61751	Principal Parole Counselor State Parole Board	28	54476	Public Relations Director Health
25	16474	Principal Planner	27	18095	Radiation Physicist I
26	16491	Principal Planner	20	34793	Radiological Maintenance Supervisor
26	12494	Principal Planner Transportation	24	55274	Rate Analyst I Insurance
13	20424	Principal Postal Clerk	24	54982	Real Property Management Specialist II
24	54244	Principal Procedures Analyst	24	74203	Records Analyst I
24	36025	Principal Program Analyst SLEPA	23	60706	Regional Supervisor Foster Grandparent Program
18	00824	Principal Rabies Control Technician	22	34482	Regional Supervisor of Facilities Department of Defense
19	16636	Principal Radiological Technician	30	54006	Research Economist I
20	14844	Principal Railroad Inspector	15	61945	Residential Center Work Supervisor
24	02864	Principal Recreation Representative Community Affairs	25	04184	Residential Services Specialist I
26	12284	Principal Research Assistant Transportation	28	70395	School Program Coordinator I
25	57084	Principal Right of Way Appraiser	17	55422	Secretary Local Finance Board
24	57064	Principal Right of Way Negotiator	13	75503	Secretary 2 Word Processing System
21	17244	Principal Safety Inspector	24	33364	Securities Examiner I Bureau of Securities
20	17204	Principal Safety Inspector Transportation	24	52664	Senior Buyer
24	03154	Principal Sanitarian	16	21803	Senior Communications Operator
24	54884	Principal Savings and Loan Examiner	19	15243	Senior Coordinator State Building Construction
24	02464	Principal Seed Analyst			

18	44781	Senior Dietitian	27	63635	Supervising Counselor Employee Advisory Service
19	44782	Senior Dietitian	22	54596	Supervising Graphic Artist Division of State Police
21	56485	Senior Driver Improvement Specialist	25	60454	Supervising Health Care Facilities Evaluator
19	93332	Senior Electrician Stagehand PBA	20	63063	Supervising Inspector Office of Agricultural Standards
22	33373	Senior Field Representative Construction Contract Compliance	20	02493	Supervising Inspector Plant Industry
20	64393	Senior Field Representative Housing	21	40645	Supervising Institutional Trade Instructor State Use
22	53974	Senior Field Representative Vital Statistics	27	52629	Supervising Procurement Specialist
18	15672	Senior Inspector Marine Lands Management	27	63004	Supervising Program Specialist Alcohol Abuse Activities
21	61381	Senior Instructor Counselor Readjustment Unit	29	31166	Supervising Referee Workmens Compensation
20	65053	Senior Investigator Disability Insurance	24	65274	Supervising Rehabilitation Counselor
19	56741	Senior Investigator Motor Carriers	28	03184	Supervising Research Analyst
18	30573	Senior Investigator Motor Vehicle Licensing	27	62085	Supervising Review Officer Public Welfare
18	80215	Senior Investigator Student Loans	28	57146	Supervising Right of Way Research Analyst
25	62023	Senior Investigator Public Welfare	12	21825	Supervising Telephone Operator
14	23433	Senior Keyboard Operator Telecommunications	22	27115	Supervisor Accident and Claims Review Section Workmens Compensation
17	03933	Senior Occupational Health Nurse	20	53583	Supervisor Adjustments Section
19	40303	Senior Operator Refrigeration Services	24	28045	Supervisor Administrative Section Fish Game and Shell Fisheries
22	15073	Senior Plan Examiner Construction Code Enforcement	17	50312	Supervisor Administrative Unit
18	40325	Senior Pumping Station Operator	24	54524	Supervisor Agricultural Fairs and Shows
25	70265	Senior Pupil Transportation Specialist	17	27135	Supervisor Annual Report Section
20	33753	Senior Special Investigator Transportation	21	65974	Supervisor Cash Receipts and Deposits
19	93334	Senior Studio Carpenter PBA	27	63865	Supervisor Clerical Training Centers
18	62042	Senior Technician, Management Information Systems	22	52342	Supervisor Collections and Adjustments State Lottery
10	12443	Senior Traffic Enumerator	20	52756	Supervisor Commodity Distribution
14	56072	Senior Unemployment Insurance Clerk	27	70445	Supervisor Consultation Service for Neurological Disorders
20	34553	Service Supervisor Department of Defense	24	57655	Supervisor Contact Section Taxation
29	60366	Social Scientist I Mental Health	19	45065	Supervisor Court Disposition Reporting Unit
23	60063	Social Work Supervisor 3	19	45055	Supervisor Criminal Information Unit
18	34372	Special Staff Officer 3 Department of Defense	27	63143	Supervisor Curriculum Development and Training
26	62865	State Consultant Community Health Organization	21	25535	Supervisor Election Administration
25	00312	State Coordinator Home Health Care	20	53553	Supervisor Enrollment Section
25	30960	State Investigator I Division of Criminal Justice	19	45015	Supervisor Fingerprint Technical Unit
26	03975	State Nurse Consultant Health	24	17254	Supervisor Flight Safety and Education
26	44794	State Nutrition Consultant Health	19	44945	Supervisor Forensic Photography Unit
29	64866	State Supervisor Employment and Training Programs	22	51293	Supervisor Forms and Supplies Taxation
27	k2795	Statistical Engineer II	21	61383	Supervisor Guidance Unit
19	40144	Storekeeper I	19	45045	Supervisor Identification Records Unit
22	63115	Substance Abuse Counselor I	19	26715	Supervisor Internal Records Bureau State Police
25	34685	Supervisor of Secondary Resources Civil Defense Disaster Control	20	50493	Supervisor Inventory Control Transportation
26	65514	Supervising Affirmative Action Assistant Public Contracts	18	65347	Supervisor Investigations Section Workers Compensation
26	64685	Supervising Appeals Examiner	23	61002	Supervisor Juvenile Unit Corrections
24	54533	Supervising Community Involvement Information Specialist	21	55563	Supervisor Leases and Inventories
18	27165	Supervising Corporation Technician	15	74723	Supervisor Museum Sales



22	02483	Supervisor Nursery Inspection	21	62514	Supervisor of Volunteers
24	34674	Supervisor of Administrative Services Civil Defense	26	55994	Supervisor of Wage Collections
22	28025	Supervisor of Administrative Services Environmental Quality	16	18044	Supervisor of X Ray Technicians
20	50063	Supervisor of Appropriation Accounts Treasury	25	61762	Supervisor Parole Residential Facility
25	44626	Supervisor of Bakery Operations	20	26716	Supervisor Pension Records
20	61453	Supervisor of Classification and Identification Annandale	20	00855	Supervisor Poultry Disease Control
21	56583	Supervisor of Collections Commercial Recording	27	16876	Supervisor Preventive Maintenance and Construction Human Services
16	52893	Supervisor of Construction Records	24	56004	Supervisor Private Employment Agency Licensing
23	52745	Supervisor of Contract Shop Services	21	51292	Supervisor Property and Records Taxation
25	72753	Supervisor of Educational Programs 2	20	52655	Supervisor Purchase and Services
25	64764	Supervisor of Employment Counseling and Selective Placement	26	13825	Supervisor Rail Service Section
18	40195	Supervisor of Equipment Management	19	45043	Supervisor Records Assembly Unit
17	42333	Supervisor of Equipment Schedules Transportation	24	93137	Supervisor Remote Technical Facilities PBA
27	62755	Supervisor of Eye Health Services Commission for the Blind AN	22	54044	Supervisor Research and Statistics Division on Civil Rights
26	60287	Supervisor of Field Investigators Institutionalized Elderly	20	02453	Supervisor Seed Certification
27	55985	Supervisor of Field Representatives Wage and Hour Compliance	30	60694	Supervisor Special Residential Services
18	41425	Supervisor of Forms Control	26	80224	Supervisor Student Loans Delinquencies Defaults
21	75015	Supervisor of Historic Sites	24	80214	Supervisor Student Loans Processing
28	62665	Supervisor of Home Instruction Commission for the Blind	23	52814	Supervisor Surplus Property and Vending Machines
18	45036	Supervisor of Identification YRCC Yardville	26	56853	Supervisor Voter Registration
12	04114	Supervisor of Institutional Attendants	25	31494	Supervisor, Charitable Registration and Investigation
17	26534	Supervisor of Insurance Reports	23	56834	Supervisor, CATV System Operations and Complaint Investigation
24	34815	Supervisor of Internal Communications	23	43545	Supervisor, Radio Maintenance
21	42146	Supervisor of Landscape Maintenance	23	56785	Supervisor, Service Inspection Section
23	34694	Supervisor of Local Services Civil Defense	24	62594	Supervisor of Facilities and Workshop Commission for the Blind and Visually Impaired
22	81114	Supervisor of Maintenance School of Conservation	23	62554	Supervisor of Vocational Services Commission for the Blind and Visually Impaired
23	62592	Supervisor of Multi Handicapped Vocational Services	25	62583	Supervisor Business Enterprises Commission for the Blind and Visually Impaired
21	03663	Supervisor of Music Therapy	20	34692	Supply Coordinator Federal Aid Programs Civil Defense
20	03935	Supervisor of Occupational Health Services	18	35102	Supply Manager Military Academy Department of Defense
22	55857	Supervisor of Patients Accounts 2	17	43874	Supply Support Technician I
21	55863	Supervisor of Patients Accounts 1	22	93135	TV Crew Chief PBA
25	01295	Supervisor of Pharmaceutical Services 1	18	56795	Tariff Supervisor Movers and Refuse
23	01294	Supervisor of Pharmaceutical Services 2	24	51404	Tax Analyst I
24	03693	Supervisor of Physical Therapy	24	51324	Taxpayer Service Representative I
20	52722	Supervisor of Procurement	17	65355	Technical Assistant Board of Mediation
23	54564	Supervisor of Public Relations Civil Defense	15	50053	Technical Assistant Budget Bureau I
15	26915	Supervisor of Records Maintenance	17	28235	Technical Assistant Civil Service I
17	27116	Supervisor of Revocations and Restorations Motor Vehicles	17	50043	Technical Assistant I Purchasing
17	23835	Supervisor of Stenographic Services 1	17	52352	Technical Assistant I Rating
14	23834	Supervisor of Stenographic Services 2	12	82313	Technical Assistant II Higher Education
16	40125	Supervisor of Stores Defense			
23	34754	Supervisor of Training and Education Civil Defense			
21	43864	Supervisor of Vehicle Operations Institutions and Agencies			

12	82401	Technical Assistant Physics Laboratory
13	65353	Technical Assistant I Labor and Industry
18	52622	Technical Assistant Bureau of Real Estate and Insurance Management
24	93165	Technical Coordinator PBA
29	53045	Telecommunications Analyst I
26	93158	Television Broadcast Maintenance Supervisor
17	43324	Terminal Supervisor II
15	22646	Word Processing Specialist I
15	42255	Yard Foreman
16	66003	Youth Work Supervisor

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