New Jersey, State of and Law Enforcement Unit, State Law Enforcement Conference, New Jersey State Policeman's Benevolent Association (PBA), (1999)

K#: 800306

Location: NJ

Employer Name: New Jersey, State of

Union: Law Enforcement Unit, State Law Enforcement Conference, New Jersey State Policeman's Benevolent Association (PBA)

Local:

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AGREEMENT

STATE OF NEW JERSEY

STATE LAW ENFORCEMENT CONFERENCE
OF THE NEW JERSEY
STATE POLICEMEN'S BENEVOLENT ASSOCIATION

LAW ENFORCEMENT UNIT

5,400 units

July 1, 1999–June 30, 2003

49 pages
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PREMIUM

This Agreement entered into by the State of New Jersey, Office of Employee Relations, in the Governor's Office, and hereinafter referred to as the "State" and the State Law Enforcement Conference of the New Jersey State Police Officers' Retirement Association, hereinafter referred to as the "F.B.A."; this Agreement the State and the F.B.A., the mutual interest of an equitable and permanent procedure for the resolution of differences and the establishment of salaries, wages, hours of work and other terms and conditions of employment.

ARTICLE I

Recognition

The State recognizes the F.B.A. as the sole and exclusive representative of those employees in the law enforcement units for the purpose of collective negotiations concerning salaries, wages, hours of work and other terms and conditions of employment. The State will agree upon any terms or wages, hours of work and other terms and conditions of employment, including those expressed in this Agreement, with any individual or group of employees in the unit.

A. Included are all full-time permanent and probationary employees of the State of New Jersey listed in Appendix III.

B. Whereas new classifications of employees are created, the State shall assign to such classification a separate and different designation. The State will notify the F.B.A. of such designation at least thirty (30) days prior to the effective date of any new classification.

C. In the event of any agreement to make or amend an agreement after discussing or providing notice, the new and additional classification or classifications shall be by the classification of the preceding article of the Public Employment Relations Commission.

D. Excluded are:

1. Maintainable Officers
2. Probationary
4. Employees represented in other certified bargaining units
5. Employees within the Department of Higher Education except those in the State Colleges System
6. All other employees of the State of New Jersey not included within the Statewide Law Enforcement Unit.

ARTICLE II

Tenure Partnership: Act and Special Circumstances

Any employee who are within the classifications included in this unit, but appointed under the FTDA Program or other comparable funded employment programs, are considered to be subject to all provisions of this Contract to provide employment, except that the F.B.A. for any agreement between the State and any local government that in any event shall be in effect and (b) the provisions of the Contract which would otherwise be applicable.

Any agreement for any employee which is not the provisions of the Contract to provide employment or any agreement with a local government prime sponsor shall be considered to be governed under A.2. of the Governor's Procedure.
ARTICLE III
Management Rights
The State, through departments and subdivisions, agencies, and employees exercise all rights, powers, duties, authority, and responsibilities conferred upon and vested in them by law and constitutional provisions of the State of New Jersey and of the United States of America.

As specified specifically hereunder, limits or indicated by the terms of the agreement between the State and the P.B.A. and its organization, the rights, powers, duties, authority, and responsibilities of management and responsibility to enforce reasonable rules and regulations governing the conduct and the activities of employees are retained by the State.

ARTICLE IV
Seniority System Regulations
It is intended that the administrative and procedural provisions and controls of the Merit System Law and Seniority and Regulations promulgated thereunder are to be observed in the administration of this Agreement, with such variations, except in the event that such variations are not contrary to law.

ARTICLE V
Non-Discriminatory
The provisions of this Agreement shall be applied equally to all employees and the P.B.A. and the State agree there shall be no disparity of treatment based on race, color, creed, national origin, sex, marital status, age, sexual orientation, political affiliation, union membership, or lawful membership activities or positions provided for in this Agreement.

ARTICLE VI
Policy Agreement
A. Employee Relations Policies
1. During the term of this Agreement the parties agree that neither the P.B.A., nor any employee represented by it, will engage in or support any strike, work stoppage, slowdown, or any job action.
2. No strike of employees shall be authorized or supported by the State during the term of this Agreement.
3. The Association recognizes its responsibility as exclusive collective bargaining agent to represent all employees in the conduct of its affairs.
4. These agreements are not intended to limit the freedom of speech of the Association or its members.
B. Quarterly Employee Relations Meetings
1. A committee consisting of State and Association representatives may meet for the purpose of reviewing the operation of this Agreement, and to discuss the function within which there may arise. Such committee meetings shall be held during the first week of January, May, August, and November. These meetings are not intended to replace the grievance procedure or to be conducted control negotiations meetings but are intended to be a means of fostering good employee relations through regular communication between the parties.
2. These meetings shall be held in a manner and the purpose of each being to discuss recent (2) days prior to such a meeting. If the Association requests such a meeting, the State shall schedule the meeting.
3. A maximum of one (1) employee representative of each component Local of the P.B.A. in the Association may attend such quarterly meetings, and, during duty hours, shall be granted time to attend without loss of pay. If any representative of Association attends the same meeting, he shall be granted time to attend without loss of pay. If any representative of Association attends the same meeting, he shall be granted time to attend the meeting without loss of pay.

The State will use a variety of communication means, which may include bulletin,
ARTICLE VII

Dues Deduction

A. Membership Dues

1. The State agrees to deduct from the regular pay of each employee, the dues of the P.B.A. Local of which he is a member the same amount as indicated for dues deduction in writing or on proper form to the responsible payroll clerk. The payroll check shall process and showing a properly stamped form, within seven (7) days, to the credit of the respective P.B.A. Local, Department of the Treasury. Dues deductions will be reflected in the next regular payroll, provided the arithmetic form is received in the payroll office at least seven (7) days prior to the end of the pay period.

2. Dues deductions for any employee in this organization shall be limited to the P.B.A., the duly certified majority representative, and employees shall be eligible to withdraw such authorization on sixty (60) days' notice at any time.

3. Dues so deducted shall be transmitted to the designated officer of the P.B.A. together with a listing of the employees included.

4. The President of the P.B.A. Local shall certify to the State the amount of dues collected and shall report the State of any change in the amount of dues to be deducted within (15) days prior to the effective date of such change.

B. Representation Fee (Agency Shop)

1. Purpose of Fee

Beginning thirty days after signing of this agreement all eligible non-member employees in the unit will be required to pay an agency membership fee of two-thirds of the membership dues collected by the P.B.A. To its own members for that agreement year, and the amount of the representation fee for the agreement year. Any change in the representation fee structure during the agreement year shall be in accordance with A. A. above.

2. Amount of Fee

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

The representation fee for fees shall be in an amount equivalent to the regular membership dues, initiation fees and assessments charged by the majority representative to its members, less the cost of benefit financed through the dues, fees and assessments and available to or benefiting only its members, but in no event shall such fees exceed 5% of the regular membership dues, fees and assessments.

C. Dues and Representation Fee

1. During any agreement year, the P.B.A. will submit to the State a list of those employees who have not become members of the P.B.A. after notification by the State that these employees must pay the representation fee. The State will deliver the fee to the P.B.A. for transmission to the P.B.A. by the P.B.A.

2. The P.B.A. will notify the State, in writing, of any changes in the list provided and such changes will be effective in any determination made under this article (10) days after the State receives notice thereof.

3. The contributions of representation fees and the transmission of such fees to the P.B.A. will be accepted in writing to be used for the deduction and transmission of regular membership dues to the P.B.A.

4. No event will result in the representation fee being deducted from a new employee before the thirty (30) days from the beginning date of employment in a position in this field.

D. Dues and Benefits System

1. The representation fee is due only to be available to the P.B.A. if the procedures herein are undertaken by the P.B.A.

2. If the letter of the order is not undertaken by the P.B.A., the letter will state that no representation fee will be paid by the employee. 

3. The P.B.A. shall receive any part of the representation fee paid by the employee which represents the employer's share of the representation fee charged by the P.B.A. The employer's share of the representation fee shall be submitted to the P.B.A. for distribution to the State and the P.B.A. shall receive the amount of all other benefits available to the employee of the majority representative.

4. The employer shall be entitled to receive and have remitted to the P.B.A. any part of the representation fee which is specified in the agreement.

5. The P.B.A. shall submit a copy of the union agreement to the Office of the State Attorney General. The decision of the representative fee shall be available only if the P.B.A. members and the State agree to this system.

6. If the employee is disqualified with the P.B.A. in any circumstance, he may appeal to a management board established by the Governor.

7. The State's list will be prepared in accordance with the terms of this agreement.

8. The P.B.A. hereby agrees that it will indemnify and hold the State harmless against any claims, actions or proceedings brought by any employee in the interpretation and enforcement of this agreement, and agrees to indemnify the State from any claims, actions or proceedings brought by any employee in the interpretation and enforcement of this agreement.

9. It is understood that the implementation of an agency fee program is conditioned on the demonstration that more than 50% of the eligible employees are in the bargaining unit and are paying dues under the agreement.

10. If the signing of this agreement above percentage has not been achieved, the agency fee for the year will be continued for the proportionate period of the calendar year following the signing date, and any such change will be submitted to the State for approval.

11. If the percentage has not been achieved, the agency fee for the year will be discontinued, and if the percentage has been achieved, the agency fee will continue until the following annual examination. If it has not, the agency fee will be discontinued and eligibility for reimbursement will be at the discretion of the P.B.A.
ARTICLE VIII

Access to Premises

A. Access to Premises

1. Previously designated representatives of the Association, who are acknowledged by the State, shall be admitted to the premises of the State on Association business.

2. Prior written notice shall be given to designated State officials and include the purpose of the visit, proposed time and date, and specific work areas involved.

3. Permission for such visits shall not be unreasonably withheld.

Such Association officials shall also have the opportunity to consult with work area employees in the workplace in advance of the work shift, during breaks, or other completion of the work shift. The State shall designate appropriate places for such consultations.

2. The rights of access provided in this section shall not be granted to any officer, employee, or any representative or employee of such organization for the purposes of communicating with employees in the workplace.

3. Where a problem occurs which is of such consequence as to suggest the need for a higher level of P.B.A. interaction, a request to permit the local P.B.A. representative access to the location of the problem may be directed to the Office of Employee Relations for approval. A decision and any conditions imposed by the Office of Employee Relations shall be final. Approval of such requests shall not be unreasonable withheld and the P.B.A. shall have the right to inspect the matter of reasonable notice and access.

4. A telephone shall be available at each installation or location for use by mutually agreed representatives of the P.B.A. for Association business. Such representatives may also use the machine and copy machines where available. The P.B.A. shall reimburse the State for telephone charges, as well as costs for the use of the fax and copy machines, if any. Abuses of this right shall result in disbarment.

5. The State will provide a delay (90 minutes) period during a normal workday to allow the local P.B.A. representative to meet and negotiate the P.B.A.'s demands.

6. Where the P.B.A. has failed to deliver its records, the readiness to accept such records will be mutually agreed, provided that priority is retained for the business of the State.

B. Association Authority With Pay

The State agrees that during working hours, on its premises and without loss of pay, properly designated and mutually agreed upon Association representatives shall be allowed to:

1. Inspect and employ its equipment on the equipment used in grievance proceedings.

2. Attend Association notices for processing.

3. Attend bargaining sessions or conferences as a member of the employer and a representative of the bargaining unit, to the extent that is necessary, to the ends that might be agreed upon.

4. Attend scheduled meetings during contract negotiations, and its representatives, the number of which is mutually agreed upon, shall be allowed to attend meetings concerning the application of the Agreement.

5. The Association representative shall provide reasonable notification to its representatives and to the governing authority thereof whenever it desires to inspect such Association documents on State time.

C. Transfer and Reassignment (For Association Officers)

1. The State and the Association recognize that the Association Officers have an obligation of their relationship to their union and to their organization, and do not wish to interfere with such obligations.

2. The State and the Association recognize the need to utilize all personnel to maintain operational readiness to effectively and administratively the agreement in paragraph C.1 above that movement of such Association Officers may be necessary and appropriate (generally on a temporary basis) in accordance with the criteria agreed to in paragraph C.3. The exception provided in this paragraph will not be used arbitrarily.

B. Ratification Board

1. The State agrees to furnish a detached copy of existing labor agreements in writing to each State member at the time of the agreement. The name provided shall reasonably approximate the number of all the State.

2. The P.B.A. desires additional labor losses in order to present several times to its own. A request to present a labor board in facsimile of the State shall not be unreasonable withheld.

3. The P.B.A. shall make periodic payments to creditors, banks, and similar facilities where the interest or earnings or itsor the dissemination of any individual by the State. The P.B.A. shall not be given in the manner of the funds. Funds shall be paid by the P.B.A. in such a manner as to be considered.

4. The P.B.A. shall provide access to current locations and areas where the State has been instructed in writing. The Association newspaper, minutes, and other information that may be consistent with the P.B.A. may be consistent with the provisions of the Agreement, and at the discretion of the P.B.A. shall be necessary.

5. The State may, upon request of the Association, undertake to make specific provisions of the Association on behalf of the Association.

6. The P.B.A. has the right to determine or designate a representative of the Association to meet and negotiate the Association's demands.

7. The P.B.A. has the right to designate a representative of the Association to meet and negotiate the Association's demands.

8. The P.B.A. has the right to designate a representative of the Association to meet and negotiate the Association's demands.
and evidence of this review shall be the required signature of the employee on the evaluation form. Such signature shall not be obtained without the consent of the employee unless such agreement is a stated desire.

C. An employee may request the reexamination of materials included in the folder where these are pertinent and substantive questions or matters of interpretation, relevance or fairness. Such requests will be evaluated in relation to the State’s needs for comprehensive and complete records that will not be unnecessarily delayed.

D. No suspension of disciplinary action shall be maintained in the personnel file.

ARTICLE X

Provisions for Leave

A. Sick Leave

A written leave application must be submitted by the employee for approval and must be submitted in writing. Leave shall be granted during each school year.

B. Department of Personnel Examinations

The State shall select the personnel examiner to conduct all personnel examinations, including those of the State’s employees in the State service. The personnel examiner shall be selected from a panel of qualified personnel examiners and shall be paid for his services.

C. Education Program

When examinations are administered by the State which determine the qualifications of candidates for appointment or promotion, such examinations shall be administered by the Department of Personnel of the State of New Jersey. Such examinations shall be conducted by the State, and all personnel employed therein shall be paid for their services.

D. Publishing of Agreements

The State shall publish the terms of each agreement and shall make them available to all employees. All agreements shall be in writing and shall be signed by the State and the employee.

E. Federal Benefit

The State shall provide a list of all federal benefits available to those employed by the State and the terms thereof.

F. Rules

Whenever an employee is assigned to work on a scheduled work assignment, he shall be given an opportunity to assign his supervisor and/or his superior, at the time of the agreement, to assign his work and to assign his work as he sees fit.

G. Strikes

When an employee is involved in a strike or a lockout, he shall be paid his regular salary as provided by law.

H. Excluded Hours During Work Time

Excluded hours during work time shall apply to all employees and shall include all hours during which the employee is on leave for illness or injury, vacation, personal leave, or any other reason, and all hours during which the employee is absent from work due to illness or injury.

I. Notice of Suspension

When an employee is suspended, he shall be notified in writing of the grounds for such suspension and of the period thereof.

J. Notice of Termination

When an employee is terminated, he shall be given a written notice of termination stating the reason therefor and the date thereof.

K. Grievance Procedure

A. Grievance Definition

A "grievance" is defined as:

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

2. A claimed violation, misinterpretation, or misapplication of rules or regulations, or an act of a disciplinary or administrative nature.

B. Procedure

1. The purpose of this procedure is to resolve promptly and equitable solutions of problems arising from the interpretation of the language of this Agreement, or other conditions of employment by
providing the exclusive venue set forth in this Article for the settlement of employee grievances, except that a grievant may request that the Merit System Board agree to review any matter for which a specific appeal to the Board is available as provided in C.S.S. 1, below. Nothing herein can be construed to require the Merit System Board to review such matter nor does any decision be made in writing to the grievant and to the Department of Personnel as made by the grievant.

2. It is agreed that the individual employee is entitled to use this grievance procedure and to be represented by the Association upon his request in accordance with the provisions hereof. He shall not be coerced, sanctioned or retaliated against as a result of his receipt of such request. The Board shall be notified of any scheduled grievance hearing.

3. Nothing in this Agreement shall be construed as compelling the Association in submitting a grievance to arbitration, or to represent an employee before the Department of Personnel. The Association has the right to determine the course to be followed in any grievance at any point or to terminate the grievance at any step if it shall so desire. The grievance may be brought to arbitration with the consent of the grievant and the Association.

4. Any grievance settlement reached under the terms of this Agreement shall be final, end to all further action from which further appeal may be taken.

5. For purposes of this Agreement, each employee shall be the sole and exclusive representative of the employer for the purposes of this Agreement. (E.1. above) With respect to any specific grievance, the grievant may appeal the decision of the grievance, provided that the grievance is set forth in writing and signed by the grievant. A copy of the decision of the grievant at each step shall be provided to the P.B.A. representative involved.

6. Written procedures to be followed. The grievance procedures shall be in accordance with the provisions of Article 10, Disposition, of this Agreement.

7. Reference to the files of the Association in the grievance process shall not be required in accordance with the provisions of Article 15, Disposition of this Agreement.

8. Any decision of the grievance shall be final and end to all further action from which further appeal may be taken.

9. Written procedures to be followed. The grievance procedures shall be in accordance with the provisions of Article 15, Disposition, of this Agreement.

10. In the event that the grievance has been satisfactorily resolved on an informal basis, such an appeal may be made in writing to the grievant or the Association as specified below.

11. When the decision of the grievance has been made, the grievant may request that the Merit System Board review any decision made by the Board which he feels may be in violation of the provisions of this Agreement.

12. The decision of the grievance shall be final and end to all further action from which further appeal may be taken.

13. The grievance procedures to be followed. The grievance procedures shall be in accordance with the provisions of Article 15, Disposition, of this Agreement.

14. In the event that the grievance has been satisfactorily resolved on an informal basis, such an appeal may be made in writing to the grievant or the Association as specified below.

15. When the decision of the grievance has been made, the grievant may request that the Merit System Board review any decision made by the Board which he feels may be in violation of the provisions of this Agreement.

16. The decision of the grievance shall be final and end to all further action from which further appeal may be taken.

17. The grievance procedures to be followed. The grievance procedures shall be in accordance with the provisions of Article 15, Disposition, of this Agreement.

18. In the event that the grievance has been satisfactorily resolved on an informal basis, such an appeal may be made in writing to the grievant or the Association as specified below.

19. When the decision of the grievance has been made, the grievant may request that the Merit System Board review any decision made by the Board which he feels may be in violation of the provisions of this Agreement.

20. The decision of the grievance shall be final and end to all further action from which further appeal may be taken.

21. The grievance procedures to be followed. The grievance procedures shall be in accordance with the provisions of Article 15, Disposition, of this Agreement.

22. In the event that the grievance has been satisfactorily resolved on an informal basis, such an appeal may be made in writing to the grievant or the Association as specified below.

23. When the decision of the grievance has been made, the grievant may request that the Merit System Board review any decision made by the Board which he feels may be in violation of the provisions of this Agreement.

24. The decision of the grievance shall be final and end to all further action from which further appeal may be taken.

25. The grievance procedures to be followed. The grievance procedures shall be in accordance with the provisions of Article 15, Disposition, of this Agreement.

26. In the event that the grievance has been satisfactorily resolved on an informal basis, such an appeal may be made in writing to the grievant or the Association as specified below.

27. When the decision of the grievance has been made, the grievant may request that the Merit System Board review any decision made by the Board which he feels may be in violation of the provisions of this Agreement.

28. The decision of the grievance shall be final and end to all further action from which further appeal may be taken.

29. The grievance procedures to be followed. The grievance procedures shall be in accordance with the provisions of Article 15, Disposition, of this Agreement.

30. In the event that the grievance has been satisfactorily resolved on an informal basis, such an appeal may be made in writing to the grievant or the Association as specified below.

31. When the decision of the grievance has been made, the grievant may request that the Merit System Board review any decision made by the Board which he feels may be in violation of the provisions of this Agreement.

32. The decision of the grievance shall be final and end to all further action from which further appeal may be taken.
within the prescribed time periods, either after initial receipt of the grievance or after a hearing. The lack of response by the State within the prescribed time periods when such time has been extended by mutual agreement, should be construed as a negative response. It's grievance procedure to Step Two under the circumstances described in this paragraph, it shall be heard at Step Two unless the POA agrees to an expedited hearing.

3. When a grievance appears to be merited, the State representative at the next hearing shall render the grievance as to the name and position of the higher level of management to whom the appeal should be presented.

4. Time limits under the Article may be changed by mutual agreement and request for extension of time limits shall not be unreasonably delayed.

5. If, at any step in the grievance procedure, the employee or his representative deems to be hereby within the appropriate prescribed time, the grievance shall be considered time worked for the computation of overtime.

6. Time limits under the Article may be changed by mutual agreement and request for extension of time limits shall not be unreasonably delayed.

7. Where an extraordinary circumstance occurs, the likely appeal of the grievance in any step, the PBA may promptly seek a waiver of the time limit by the State to avoid delay by direct request to the Director of Employee Relations. The request shall not be unreasonably denied.

8. No modification of any grievance shall require time recorded beyond the date at which the grievance was initiated or the time (15) day period provided in S1.1 above except that payments and other matters shall be considered time worked for the computing of overtime.

9. Grievance Hearings - Time Off

10. Grievances and/or meetings with the Association shall be considered time worked for the computation of overtime.

11. Time Off for Grievance Hearings

1. An employee and his designated employee representative shall be allowed time off without loss of pay for:
   a. As may be required for appearance at a hearing of the employee's grievance scheduled during working hours;
   b. A temporary leave during working hours.

2. No time of the hearing beyond the employee's normal working hours, compensatory time in the additional time spent at the hearing shall be granted but such time shall not be considered time worked for the computation of overtime.

3. Where the employee or the Association requests employee witnesses, permission for a reasonable number of witnesses required during the grievance proceedings will be granted. A witness at each proceeding shall be permitted to appear without loss of pay for the time of appearance and may be heard for the time of appearance and to appear. Such employees shall be considered time worked for the computation of overtime.

4. All time off for grievances and/or meetings with the Association shall be considered time worked for the computation of overtime.

5. The arbitrator shall not have the power to add, subtract from, or modify the provisions of this Agreement or any written policy of the State, or any written policy of the State or written policy of the State or any written policy of the State or any written policy of the State or any written policy of the State or any written policy of the State.

6. The arbitrator shall not have the power to add, subtract from, or modify the provisions of this Agreement or any written policy of the State, or any written policy of the State.

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11. The arbitrator shall not have the power to add, subtract from, or modify the provisions of this Agreement or any written policy of the State, or any written policy of the State.

II. Grievance Hearings - Time Off

12. Any employee and his designated employee representative shall be allowed time off without loss of pay for:
   a. As may be required for appearance at a hearing of the employee's grievance scheduled during working hours;
   b. A temporary leave during working hours.

13. Time limits under the Article may be changed by mutual agreement and request for extension of time limits shall not be unreasonably delayed.

14. If, at any step in the grievance procedure, the employee or his representative deems to be hereby within the appropriate prescribed time, the grievance shall be considered time worked for the computation of overtime.

15. Time limits under the Article may be changed by mutual agreement and request for extension of time limits shall not be unreasonably delayed.

16. Where an extraordinary circumstance occurs, the likely appeal of the grievance in any step, the PBA may promptly seek a waiver of the time limit by the State to avoid delay by direct request to the Director of Employee Relations. The request shall not be unreasonably denied.

17. No modification of any grievance shall require time recorded beyond the date at which the grievance was initiated or the time (15) day period provided in S1.1 above except that payments and other matters shall be considered time worked for the computing of overtime.

18. Time limits under the Article may be changed by mutual agreement and request for extension of time limits shall not be unreasonably delayed.

19. Grievance Hearings - Time Off

20. Grievances and/or meetings with the Association shall be considered time worked for the computation of overtime.

21. Time Off for Grievance Hearings

22. An employee and his designated employee representative shall be allowed time off without loss of pay for:
   a. As may be required for appearance at a hearing of the employee's grievance scheduled during working hours;
   b. A temporary leave during working hours.

23. No time of the hearing beyond the employee's normal working hours, compensatory time in the additional time spent at the hearing shall be granted but such time shall not be considered time worked for the computation of overtime.

24. Where the employee or the Association requests employee witnesses, permission for a reasonable number of witnesses required during the grievance proceedings will be granted. A witness at each proceeding shall be permitted to appear without loss of pay for the time of appearance and may be heard for the time of appearance and to appear. Such employees shall be considered time worked for the computation of overtime.

25. All time off for grievances and/or meetings with the Association shall be considered time worked for the computation of overtime.

26. The arbitrator shall not have the power to add, subtract from, or modify the provisions of this Agreement or any written policy of the State, or any written policy of the State.

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55. The arbitrator shall not have the power to add, subtract from, or modify the provisions of this Agreement or any written policy of the State, or any written policy of the State.
have no authority to determine any other issues not so referenced to him, nor shall he add
weapons or declarations of opinion which are not relevant to the determining.
The decision as to the arbitration shall be final and binding on the employees in the absence of
this Agreement. In the event of the same question or issue be the subject of arbitration
during the term of this Agreement, the arbitrator shall have the authority in writing to the
arbitrator to issue a decision, in which case the arbitrator shall have the authority to
by written notice to the employee involved. The Department or Agency Head of the
employee involved, the Department or Agency Head of the employee involved, shall
within thirty (30) days after the date of the decision, in which case the arbitrator shall have
the authority in writing to the employee involved. The Department or Agency Head of the
employee involved, shall be in writing to the employee involved.
3. Where disciplinary charges are initiated, the right of the employee to representation by his attorney shall be protected.

4. All disciplinary charges must be brought within 45 days of the occurrence unless otherwise provided for in this article. Failure to bring charges within 45 days may result in dismissal of the charges without prejudice. The 45-day tolling period shall be extended if the employee is on military duty or is serving a sentence of imprisonment for any reason.

5. Notice of the charge(s) shall be given to the employee promptly. The employee shall be afforded a hearing and the opportunity to present his case. The hearing shall be held within a reasonable time after the notice of the charge(s) has been given. The employee shall be entitled to the assistance of an attorney, if desired. The hearing shall be informal but not less formal than a civil trial in the judicial system.

6. The employee shall be allowed to present witnesses and to cross-examine witnesses presented by the employer. The employee shall be given a reasonable time to prepare for the hearing. The decision of the panel shall be based on the evidence presented at the hearing.

7. The panel shall have the authority to grant a recess or adjourn the hearing if necessary.

8. The panel shall render a decision in writing within 30 days of the conclusion of the hearing. The decision shall be final and binding on the employee and the employer. The decision shall state the reasons for the decision and shall be accompanied by a copy of the entire record of the hearing.

9. The decision of the panel shall be final and binding on both the employee and the employer. The decision shall be made without prejudice to the employee or the employer and shall be considered a final disposition of the matter.

10. The decision of the panel shall be made in writing and shall be signed by each member. The decision shall be final and binding on both the employee and the employer. The decision shall be made without prejudice to the employee or the employer and shall be considered a final disposition of the matter.

11. The decision of the panel shall be final and binding on both the employee and the employer. The decision shall be made without prejudice to the employee or the employer and shall be considered a final disposition of the matter.

12. The panel shall consist of one (1) member chosen by the employee and one (1) member chosen by the employer. The third member shall be chosen by mutual agreement of the first two members.

13. The panel shall have the authority to grant a recess or adjourn the hearing if necessary.

14. The panel shall render a decision in writing within 30 days of the conclusion of the hearing. The decision shall be final and binding on the employee and the employer. The decision shall state the reasons for the decision and shall be accompanied by a copy of the entire record of the hearing.

15. The decision of the panel shall be final and binding on both the employee and the employer. The decision shall be made without prejudice to the employee or the employer and shall be considered a final disposition of the matter.

16. The decision of the panel shall be final and binding on both the employee and the employer. The decision shall be made without prejudice to the employee or the employer and shall be considered a final disposition of the matter.


ARTICLE XIV

SALARY COMPARISON PLAN AND PROGRAM

A. Administration

1. The parties acknowledge the existence and continuation during the term of this Agreement of the State Comparative Plan which incorporates, in particular, but without specific limit, the following basic concepts:
   a. A system of position classification with appropriate position designations.
   b. A salary range with specific minimum and maximum rates and intermediate step rates for each position.
   c. The authority, method and procedures to effect modifications in rates are subject to the written determination of the State Comparative Plan Administrator, unless such determination is in writing and mutually agreed upon in writing.

2. The State agrees that as a matter of policy, salary step changes shall be accompanied by a written statement of earnings and deductions and cumulative year-to-date earnings and tax withholdings.

3. Overtime earnings shall be paid on the supplemental payroll.

B. Compensation Adjustment

4. It is agreed that, during the term of this Agreement for the period July 1, 1999 through June 30, 2003, the following salary and fringe benefit improvements shall be provided to eligible employees in the state within the applicable policies and procedures of the State and in keeping with the conditions set forth herein:

   a. Subject to the State Legislature making appropriations of funds for these stipulated purposes, the State agrees to provide the following salary adjustment on the dates stated herein or thereafter, within a reasonable time after adoption of the appropriation:

   b. The following across board increases are applicable to employees in the cities:

   c. Effective July 1, 1999, there shall be a 4% (4%) percent across-board increase applied to the base salary in effect on June 30, 2000 for all employees in the cities set forth in paragraphs 8.1.b. above. The State Comparative 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 converting the Step in the range occupied prior to the adjustment.

   d. Effective July 1, 2000 there shall be a 4% (4%) percent across-board increase applied to the base salary in effect on June 30, 2001 for all employees in the cities set forth in paragraphs 8.1.b. above. The State Comparative 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 converting the Step in the range occupied prior to the adjustment.

   e. Effective July 1, 2001 there shall be a 4% (4%) percent across-board increase applied to the base salary in effect on June 30, 2002 for all employees in the cities set forth in paragraphs 8.1.b. above. The State Comparative 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 converting the Step in the range occupied prior to the adjustment.

   f. Effective July 1, 2002 there shall be a 4% (4%) percent across-board increase applied to the base salary in effect on June 30, 2003 for all employees in the cities set forth in paragraphs 8.1.b. above. The State Comparative 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 converting the Step in the range occupied prior to the adjustment.

   g. Effective July 1, 2003 there shall be a 4% (4%) percent across-board increase applied to the base salary in effect on June 30, 2004 for all employees in the cities set forth in paragraphs 8.1.b. above. The State Comparative 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 converting the Step in the range occupied prior to the adjustment.

   h. Effective July 1, 2004 there shall be a 4% (4%) percent across-board increase applied to the base salary in effect on June 30, 2005 for all employees in the cities set forth in paragraphs 8.1.b. above. The State Comparative 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 converting the Step in the range occupied prior to the adjustment.

   i. Effective July 1, 2005 there shall be a 4% (4%) percent across-board increase applied to the base salary in effect on June 30, 2006 for all employees in the cities set forth in paragraphs 8.1.b. above. The State Comparative 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 converting the Step in the range occupied prior to the adjustment.
The State Compensation Plan Salary schedule shall be adjusted in accordance with established procedures to incorporate the increase by remaining at the step in the range occupied prior to the adjustment. Each employee shall receive the increase by remaining at the step in the range occupied prior to the adjustment.

The following across-the-board increases are applicable to employees in all titles in Appendix E listed in paragraph A.1 above.

1. Effective July 1, 1999, there shall be a one and one-half (1 1/2%) percent increase retroactive to the base salary in effect on June 30, 2001, and one and one-half (1 1/2%) percent of the base salary shall be paid or on or before January 1, 2000. The State Compensation Plan Salary schedule shall be adjusted in accordance with established procedures to incorporate these increases for each step in each salary range. Each employee shall remain at the step in the range occupied prior to the adjustment.

2. Effective July 1, 2000, there shall be a three and one-half (3 1/2%) percent increase retroactive to the base salary in effect on June 30, 2001, and one and one-half (1 1/2%) percent of the base salary shall be paid or on or before January 1, 2000. The State Compensation Plan Salary schedule shall be adjusted in accordance with established procedures to incorporate these increases for each step in each salary range. Each employee shall remain at the step in the range occupied prior to the adjustment.

3. Effective July 1, 2001, there shall be a three and one-half (3 1/2%) percent of the base salary in effect on June 30, 2002 and one and one-half (1 1/2%) percent of the base salary shall be paid or on or before January 1, 2000. The State Compensation Plan Salary schedule shall be adjusted in accordance with established procedures to incorporate these increases for each step in each salary range. Each employee shall remain at the step in the range occupied prior to the adjustment.

4. Effective July 1, 2002, there shall be a four and one-half (4 1/2%) percent of the base salary in effect on June 30, 2002 and one and one-half (1 1/2%) percent of the base salary shall be paid or on or before January 1, 2000. The State Compensation Plan Salary schedule shall be adjusted in accordance with established procedures to incorporate these increases for each step in each salary range. Each employee shall remain at the step in the range occupied prior to the adjustment.

Normal increments shall be paid to all employees eligible for each increment within the periods of the State Compensation Plan during the term of this Agreement.

Dental Plan:
The Dental Plan shall be paid or on or before January 1, 2000. The State Compensation Plan Salary schedule shall be adjusted in accordance with established procedures to incorporate these increases for each step in each salary range. Each employee shall remain at the step in the range occupied prior to the adjustment.

Normal increments shall be paid to all employees eligible for each increment within the periods of the State Compensation Plan during the term of this Agreement.

Dental Plan:
The Dental Plan shall be paid or on or before January 1, 2000. The State Compensation Plan Salary schedule shall be adjusted in accordance with established procedures to incorporate these increases for each step in each salary range. Each employee shall remain at the step in the range occupied prior to the adjustment.

Normal increments shall be paid to all employees eligible for each increment within the periods of the State Compensation Plan during the term of this Agreement.

Dental Plan:
The Dental Plan shall be paid or on or before January 1, 2000. The State Compensation Plan Salary schedule shall be adjusted in accordance with established procedures to incorporate these increases for each step in each salary range. Each employee shall remain at the step in the range occupied prior to the adjustment.

Normal increments shall be paid to all employees eligible for each increment within the periods of the State Compensation Plan during the term of this Agreement.

Dental Plan:
The Dental Plan shall be paid or on or before January 1, 2000. The State Compensation Plan Salary schedule shall be adjusted in accordance with established procedures to incorporate these increases for each step in each salary range. Each employee shall remain at the step in the range occupied prior to the adjustment.

Normal increments shall be paid to all employees eligible for each increment within the periods of the State Compensation Plan during the term of this Agreement.
ARTICLE XV

Vacation

A. Vacation Allowance

Permanent employees shall be paid for vacation at the rate of one (1) working day of vacation for each month or partial month of service during the last calendar year of employment.

1. One (1) working day of vacation for each month or partial month of service during the last calendar year of employment.

2. Twelve (12) working days of vacation for each (2) years of service.

3. Sixteen (16) working days of vacation for each (3) years of service.

4. Twenty (20) working days of vacation for each (4) years of service.

5. Twenty-five (25) working days of vacation for each (5) years of service.

6. Thirty (30) working days of vacation for each (6) years of service.

7. Forty (40) working days of vacation for each (7) years of service.

8. Fifty (50) working days of vacation for each (8) years of service.

B. Vacation Schedule

1. It is understood that the current program to schedule vacation time as the employee accumulates the required number of vacation days will be continued and that the program will include a procedure for advance scheduling of vacation time. Such advance scheduling procedures shall allow employees to reserve some portion of their annual vacation allotment as of October 31, the employee will meet with his supervisor to schedule such vacation time.

2. In the event of unforeseen pressure to exceed the scheduled amount of vacation leave which the work unit has available, then other employees in the same organizational unit who wish to utilize more of their earned vacation leave than would normally be allowed shall be given consideration and, where reasonable, allowed to reschedule such additional time even if it exceeds the established rules.

3. Should the agency propose new rules and regulations concerning vacation schedules, they shall be discussed with the employee representatives before they are finalized and become operational.

4. When the vacation schedule is finalized but there is need to add or subtract from the schedule due to unforeseen pressure, the employees named above shall be given consideration and, where appropriate, allowed to reschedule their vacation time even if it exceeds the established rules.

5. Payment For Vacation

a. Upon separation from the State, or upon retirement, an employee shall be entitled to vacation leave for which earned but not used may be accumulated and paid to the employee.

b. It is understood that due to seasonal work load requirements, vacation time may not be available for the duration of the calendar year.

c. When the employee is unable to take vacation leave during the calendar year, the employee shall be given consideration and, where reasonable, allowed to reschedule such additional time even if it exceeds the established rules.

d. The State shall be solely responsible for the administration of the plan and the determination of policy, procedures, and regulations governing the implementation and use of this plan. The State shall provide sufficient description of the plan as well as a resolved explanation or other terms to all employees.

2. It is further understood that the maximum number of days allowed under this plan shall be thirty (30) days or thirty (30) vacation leaves.

3. The parties to the agreement understand that the public service provided to the citizens of the State of New Jersey requires a continuing cooperative effort particularly during the period of severe fiscal constraints. They hereby pledge themselves to achieve the highest level of service by jointly employing a concept of intensive productivity improvement which may result in realizing that objective. This provision is not intended to conflict with any portion of the SLBio Agreement.
ARTICLE XVI

Holidays

1. The legal paid holidays which are recognized holidays for the purposes of this Agreement are as follows:
   - New Year’s Day
   - Martin Luther King, Jr. Birthday (3rd Monday in January)
   - Lincoln’s Birthday
   - Washington’s Birthday (3rd Monday in February)
   - Good Friday
   - Memorial Day (Last Monday in May)
   - Independence Day
   - Labor Day
   - Columbus Day (2nd Monday in October)
   - Election Day
   - Veteran’s Day (November 11)
   - Thanksgiving Day
   - Christmas Day

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

2. In addition to the aforementioned holidays, the State will grant a holiday when the Governor declares a holiday by proclamation.

3. Compensated leave earned on a holiday shall be in accordance with Missouri State Regulations.

ARTICLE XVII

Personal Preference Days

During the months of January, July, August, September, and December, employees may submit requests for alternative holidays to those specified in Article XVI to compensate for personal preferences such as religious holidays, athletic events, family events, or other special occasions. Such requests must be submitted to the employer at least 30 days prior to the requested date.

ARTICLE XVIII

Compensatory Time

1. Whenever an employee accumulates compensatory time balances, the administrative procedure of the department involved shall be followed to ensure the employee that such compensatory time balances will not be taken away but will be scheduled in off days or administrative paid in cash for compensatory time balances which shall be in accordance with the above provisions.

ARTICLE XIX

Compensatory Time

1. Whenever an employee accumulates compensatory time balances, the administrative procedures of the department involved shall be followed to ensure the employee that such compensatory time balances will not be taken away but will be scheduled in off days or administrative paid in cash.

2. Whenever an employee accumulates compensatory time balances, the administrative procedures of the department involved shall be followed to ensure the employee that such compensatory time balances will not be taken away but will be scheduled in off days or administrative paid in cash.

3. Whenever an employee accumulates compensatory time balances, the administrative procedures of the department involved shall be followed to ensure the employee that such compensatory time balances will not be taken away but will be scheduled in off days or administrative paid in cash.
ARTICLE XXII

Sick Leave

A. The sick leave policy shall be as follows:

1. During the remainder of the calendar year in which an employee first acquires permanent status, that employee will accumulate one hour of sick leave for each hour of service or major fraction thereof.

2. Permanent employees starting with the second year of permanent status shall be entitled to fifteen (15) days sick leave for each calendar year on a cumulative basis. This leave is credited in advance at the beginning of the year in anticipation of continued employment for the full year and may be used on the basis and in accordance with established State policy.

B. In all cases of illness, the employee is required to notify his superior of the reason for absence. Notification shall be given to the designated person at the earliest possible time but in no event later than one (1) hour before the scheduled starting time.

If special circumstances require an earlier notification time, management and the Association will work out the problem and establish the notification time.

If the duration of absence exceeds two (2) consecutive days, it will be necessary to report on each third day. Failure to report absence or absence of sick leave privilege on the part of any employee may be cause for disciplinary action. A personal physician's certificate may be required to substantiate the reason for sick leave but this requirement shall not be imposed on a basis inconsistent with the Merit System Rules and Regulations.

C. Sick leave for absences of more than ten (10) days must be requested by the employee in writing to his immediate superior. This request must be accompanied by a written and signed statement by a personal physician concerning the reason for the sick leave and the anticipated duration of the incapacity.

D. If there is a death in the family as defined in the State Sick Leave Program and an employee who has ten (10) days of sick leave balance, he shall be entitled to use those sick leave days against another employee's administrative leave or compensatory time balance for up to three (3) days. Such request in the absence of written authority or in exceptional situations, the time limit may be extended at the discretion of the appointing authority.

E. Sick Leave While on Vacation

A. When an employee is on vacation and requires sick leave for any portion of that vacation leave, he may 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 the employee shall be informed of the amount of sick leave used, and the sick leave balance to be credited for subsequent absences.

B. The employee's use of accumulated sick leave for a portion of vacation leave under the provisions of this agreement shall be based on medical or written proof of the illness or disability of the employee.

C. An employee may be required to return to work during a portion of his sick leave by the appointing authority.

D. When an employee is on vacation and requires sick leave for any portion of that vacation leave, he may immediately request the use of accumulated sick leave.

E. Sick leave while on vacation shall be subject to approval.

F. Employees will not be charged for sick leave on a holiday or for the scheduled day off in lieu of a holiday.

N. Whenever a permanent employee earns additional leave pursuant to the provisions of a State self-funded or approved leave program and has to his credit any earned and unused accumulated sick leave, he shall be entitled to receive supplementary compensation for each earned and unused accumulated sick leave. The supplementary compensation payment to be paid shall be determined at the rate of one-third (1/3) of the eligible employee's daily rate of pay for each day of personal sickness and related absence in excess of the annual leave provided during the last year of his employment in the effective rate of his retirement.

If the State requires an employee to visit a specific physician in connection with a leave of absence due to a job-related injury or disease only, such leave shall be reduced by the amount of workers' compensation award under the New Jersey Workers' Compensation Act for temporary disability.

Sick 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.

If the State requires employees to visit a specific physician in connection with a leave of absence due to a job-related injury or disease only, such leave shall be reduced by the amount of workers' compensation award under the New Jersey Workers' Compensation Act for temporary disability.

This program shall be administered in accordance with Rules and regulations promulgated by the Department of Personnel.
ARTICLE XXV

Pregnancy - Disability Leaves (Maternity Leave)
A. Permanent employees covered by this section shall be entitled to pregnancy disability leave for the birth of a child and for confinement with Mini System Sickness Benefits.
B. Pregnancy - disability leave shall be granted in the employee's normal work hours and under the same conditions as sick leave. Leave for such leave must be made by the employee in writing to the Personnel Department.
C. The employee shall be entitled to receive sick leave for any period during which the employee is incapacitated by pregnancy.
D. Any employment may be continued during the period of pregnancy, with the prior written consent of the employer.
E. The employee shall be guaranteed to return to his/her normal work hours and conditions as soon as possible after the absence for pregnancy.

ARTICLE XXV

Leaves of Absence Without Pay
A. A permanent employee, upon written application setting forth the reason, may be granted a leave of absence without pay for a maximum period of one (1) year. Further leave in exceptional instances may be granted up to a maximum of two (2) years.
B. The person receiving the leave shall be required to maintain the employee on the full-time position with the Association's approval and be returned to the pre-existing status at the end of the leave period.
C. The employee shall be entitled to enterprises for other permanent employees in the same or different capacities.
D. All employees may be granted a leave of absence without pay for a maximum period of one (1) year. The employee shall be entitled to return to his/her normal work hours and conditions as soon as possible after the absence.

ARTICLE XXVI

Leaves for Association Activity
A. The State reserves the right to grant leaves of absence without pay for the number of days required for the Association to attend Association members at meetings.
B. The total number of days of each employee may be up to a maximum of ten (10) days per year. The employee shall be entitled to return to his/her normal work hours and conditions as soon as possible after the absence.
C. The leave is to be used for the participation in appropriate Association activities for which approval is required. Such approval shall not be unreasonably withheld.

ARTICLE XXVIII

Military Service Leave
The maximum leave should be used only after the military service is deemed to be in the public interest. The benefits under those applicable statutes shall be provided for any employees in their work.

ARTICLE XXIX

Hours of Work
A. The workday for each job shall be consistent with its designation in the Scope of Employment Plan.
B. The workweek shall consist of a fixed number of hours, and the employee shall be entitled to overtime pay for any hours worked in excess of the fixed number of hours.
C. The employee shall be entitled to receive compensation for any hours worked in excess of the fixed number of hours.
D. The employee shall be entitled to receive compensation for any hours worked in excess of the fixed number of hours.
E. The employee shall be entitled to receive compensation for any hours worked in excess of the fixed number of hours.
F. The employee shall be entitled to receive compensation for any hours worked in excess of the fixed number of hours.
Overtime
ARTICLE XXX
A. Overtime will accrue and compensation will be made in compliance with the State System, Schedules and Procedures, and Personnel Manual. Eligible employees will be compensated at the rate of time and one-half (1.5) for overtime hours worked in excess of the designated work week. These compensation credits will be given in compensatory time or in cash.

1. For the purpose of computing overtime, all holiday hours, whether worked or not, shall be considered to be one (1) hour.

2. An employee who is assigned non-scheduled overtime in excess of fifteen (15) minutes and who is unable to be on the job shall not be considered as hours worked. Overtime pay shall not be prorated.

3. "Scheduled overtime" means overtime assigned prior to the day on which it is to be worked.

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

5. When scheduled work hours exceed one (1) hour the next day, it is considered to be one (1) hour on the day in which the larger portion of the hours are scheduled and all hours of the scheduled shift are considered to be one (1) hour.

B. The State will give advance notice of all scheduled overtime to each employee concerned. Such overtime hours shall be paid at the rate of time and one-half (1.5) for any overtime hour worked.

C. On a semi-annual basis, with the implementation of this provision, the distribution of overtime shall be evaluated and reassignment of overtime hours thereafter shall reflect the appropriate equalization of overtime for each employee in the work unit by job classification.

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

E. To the extent that a disproportionate distribution of overtime exists because of special duties or inability to perform the work assignments, those hours will not be considered in the job classification. This provision will not be abused.

F. Leave granted to mean employees, will be extended to each employee on a rotational basis, providing the employee is capable of performing the work assigned. Where the assignment requirement is caused by an emergency condition, the declaration of an emergency shall be by the ranking authority at the location or institution involved or an authorized designee.

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

H. A designation of the positions which are expected to be available for overtime assignments and the normal work schedules will be determined by the designated overtime assignment by the State.

I. To the extent that a disproportionate distribution of overtime exists because of special duties or inability to perform the work assignments, those hours will not be considered in the job classification. This provision will not be abused.

J. Leave granted to mean employees, will be extended to each employee on a rotational basis, providing the employee is capable of performing the work assigned. Where the assignment requirement is caused by an emergency condition, the declaration of an emergency shall be by the ranking authority at the location or institution involved or an authorized designee.

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

L. A designation of the positions which are expected to be available for overtime assignments and the normal work schedules will be determined by the designated overtime assignment by the State.

M. To the extent that a disproportionate distribution of overtime exists because of special duties or inability to perform the work assignments, those hours will not be considered in the job classification. This provision will not be abused.

N. Leave granted to mean employees, will be extended to each employee on a rotational basis, providing the employee is capable of performing the work assigned. Where the assignment requirement is caused by an emergency condition, the declaration of an emergency shall be by the ranking authority at the location or institution involved or an authorized designee.

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

P. A designation of the positions which are expected to be available for overtime assignments and the normal work schedules will be determined by the designated overtime assignment by the State.

Q. To the extent that a disproportionate distribution of overtime exists because of special duties or inability to perform the work assignments, those hours will not be considered in the job classification. This provision will not be abused.

R. Leave granted to mean employees, will be extended to each employee on a rotational basis, providing the employee is capable of performing the work assigned. Where the assignment requirement is caused by an emergency condition, the declaration of an emergency shall be by the ranking authority at the location or institution involved or an authorized designee.

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

T. A designation of the positions which are expected to be available for overtime assignments and the normal work schedules will be determined by the designated overtime assignment by the State.

U. To the extent that a disproportionate distribution of overtime exists because of special duties or inability to perform the work assignments, those hours will not be considered in the job classification. This provision will not be abused.

V. Leave granted to mean employees, will be extended to each employee on a rotational basis, providing the employee is capable of performing the work assigned. Where the assignment requirement is caused by an emergency condition, the declaration of an emergency shall be by the ranking authority at the location or institution involved or an authorized designee.

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

X. A designation of the positions which are expected to be available for overtime assignments and the normal work schedules will be determined by the designated overtime assignment by the State.

Y. To the extent that a disproportionate distribution of overtime exists because of special duties or inability to perform the work assignments, those hours will not be considered in the job classification. This provision will not be abused.

Z. Leave granted to mean employees, will be extended to each employee on a rotational basis, providing the employee is capable of performing the work assigned. Where the assignment requirement is caused by an emergency condition, the declaration of an emergency shall be by the ranking authority at the location or institution involved or an authorized designee.

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

BB. A designation of the positions which are expected to be available for overtime assignments and the normal work schedules will be determined by the designated overtime assignment by the State.
ARTICLE XXXII

Promotion

Promotion means the advancement of an employee in a job classification at a higher pay range.

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

B. Upon promotion, an employee shall be informed of the new rate of compensation one week in advance of the effective date.

C. Provisional, permanent appointments shall be made only in cases of emergency when no permanent employee is available.

D. When an employee is given an appointment on a trial or provisional basis to qualify for promotion by serving in a new classification, his permanency in the regular permanent job classification shall be determined during such trial or provisional period and he shall have the opportunity to remain in that permanent classification at the end of the trial period, subject to the limitations set forth in the Schedules.

E. When it has been determined that a position which represents a provisional or permanent appointment is to be filled, employees affected by layoff or reorganization shall be given preference over any applicants who have not passed an examination for the position provided the employee(s) to be appointed is on the active Department of Personnel reemployment list.

F. A copy of each list will be forwarded to the appropriate local Association.

G. This provision shall not be abused.

ARTICLE XXXIII

Out-of-Title Work

The assignment of on-the-job work to employees not qualified for that classification.

A. Employees shall be assigned work appropriate to their job classification.

B. Out-of-title work, positions to be initiated by the department, shall be transferred with the employee.

C. Out-of-title work, positions to be initiated by the department, shall be transferred with the employee.

D. Out-of-title work, positions to be initiated by the department, shall be transferred with the employee.

E. Out-of-title work, positions to be initiated by the department, shall be transferred with the employee.

F. Out-of-title work, positions to be initiated by the department, shall be transferred with the employee.

ARTICLE XXXIV

Position Reclassification Review

The Association may request a reclassification of a classified position (job classification).

A. Upon request, the Department of Personnel shall review the position and make a written decision.

B. A copy of the decision shall be forwarded to the appropriate local Association.

C. This provision shall not be abused.

D. The decision shall be final and binding.

ARTICLE XXXV

Layoff and Recall

A. When it is necessary to lay off employees, the Association shall be notified in advance, and the conditions outlined below and the established procedures shall be followed.

B. Permanent employees within an organizational unit shall not be laid off before any temporary employees, temporary appointments to temporary extra positions, provisional appointments to permanent positions or employees working on a trial basis upon the filing of a notice of layoff.

C. The State shall provide a written notice of layoff to any permanent employee to be affected.

D. The classification committee shall be determined to be considered when identifying which permanent employees are to be laid off.

E. Whenever possible, the State shall try to avoid layoff by transferring, reassigning or offering to employees employees to available positions.

F. Permanent employees affected by layoff or reorganization shall be given bumping rights within their job classification or to positions of lesser classification as provided in the negotiation.

G. The notice of the permanent employee who is laid off shall be placed on a special reemployment list. Persons on such a list will be given preference consideration over any other type of applicant for appointment of the job classification as equal job classification and the permanent employee shall be hired first. All employees so laid off shall be entitled to receive ten (10) days of pay as a basis for determining seniority.

H. Whenever possible, the State shall try to avoid layoff by transferring, reassigning or offering to employees employees to available positions.

I. An employee who is recalled must respond within five (5) calendar days of the date of notice of recall to the Department of Personnel if the employee desires to return to work. The employee must provide the employer with any advance notice when returning to work.

J. Permanent employees who are recalled must respond within five (5) calendar days of the date of notice of recall to the Department of Personnel if the employee desires to return to work. The employee must provide the employer with any advance notice when returning to work.

K. Layoff - Unclassified Service

A. Layoff shall be limited to the unclassified employee(s) in this unit.

B. Layoff shall be limited to the unclassified employee(s) in this unit.

C. Layoff shall be limited to the unclassified employee(s) in this unit.

D. Layoff shall be limited to the unclassified employee(s) in this unit.

E. Layoff shall be limited to the unclassified employee(s) in this unit.

F. Layoff shall be limited to the unclassified employee(s) in this unit.

G. Layoff shall be limited to the unclassified employee(s) in this unit.

H. Layoff shall be limited to the unclassified employee(s) in this unit.

I. Layoff shall be limited to the unclassified employee(s) in this unit.

J. Layoff shall be limited to the unclassified employee(s) in this unit.

K. Layoff shall be limited to the unclassified employee(s) in this unit.

L. Layoff shall be limited to the unclassified employee(s) in this unit.

M. Layoff shall be limited to the unclassified employee(s) in this unit.

N. Layoff shall be limited to the unclassified employee(s) in this unit.

O. Layoff shall be limited to the unclassified employee(s) in this unit.

P. Layoff shall be limited to the unclassified employee(s) in this unit.

Q. Layoff shall be limited to the unclassified employee(s) in this unit.

R. Layoff shall be limited to the unclassified employee(s) in this unit.

S. Layoff shall be limited to the unclassified employee(s) in this unit.

T. Layoff shall be limited to the unclassified employee(s) in this unit.

U. Layoff shall be limited to the unclassified employee(s) in this unit.

V. Layoff shall be limited to the unclassified employee(s) in this unit.

W. Layoff shall be limited to the unclassified employee(s) in this unit.

X. Layoff shall be limited to the unclassified employee(s) in this unit.

Y. Layoff shall be limited to the unclassified employee(s) in this unit.

Z. Layoff shall be limited to the unclassified employee(s) in this unit.

ARTICLE XXXVI

Merit System

The terms and conditions surrounding the definition and application of seniority by the Merit System shall be administered.

A. Seniority shall be determined by the Department of Personnel.

B. Seniority shall be determined by the Department of Personnel.

C. Seniority shall be determined by the Department of Personnel.

D. Seniority shall be determined by the Department of Personnel.

E. Seniority shall be determined by the Department of Personnel.

F. Seniority shall be determined by the Department of Personnel.

G. Seniority shall be determined by the Department of Personnel.

H. Seniority shall be determined by the Department of Personnel.

I. Seniority shall be determined by the Department of Personnel.

J. Seniority shall be determined by the Department of Personnel.

K. Seniority shall be determined by the Department of Personnel.

L. Seniority shall be determined by the Department of Personnel.

M. Seniority shall be determined by the Department of Personnel.

N. Seniority shall be determined by the Department of Personnel.

O. Seniority shall be determined by the Department of Personnel.

P. Seniority shall be determined by the Department of Personnel.

Q. Seniority shall be determined by the Department of Personnel.

R. Seniority shall be determined by the Department of Personnel.

S. Seniority shall be determined by the Department of Personnel.

T. Seniority shall be determined by the Department of Personnel.

U. Seniority shall be determined by the Department of Personnel.

V. Seniority shall be determined by the Department of Personnel.

W. Seniority shall be determined by the Department of Personnel.

X. Seniority shall be determined by the Department of Personnel.

Y. Seniority shall be determined by the Department of Personnel.

Z. Seniority shall be determined by the Department of Personnel.
ARTICLE XXXIII
Safety

A. The State shall continue to make reasonable provisions for the safety and health of its employees during the hours of their employment and will continue to provide appropriate safety devices for the protection and, to a reasonable extent, to a safe and healthful place of employment.

B. The State agrees to provide adequate and regularly maintained sanitary facilities for the use of all employees. Each employee shall receive the use of a wash and shower facilities which shall be clean and sanitary and in accordance with the requirements of law.

C. An employer shall report incidents of serious or substantially disabling conditions to his superior immediately. Complaints of unsafe or unhealthful conditions shall be promptly investigated. Corrective action shall be taken at the earliest time practicable to bring such conditions within established safety standards or to provide necessary resources are available.

D. Employees shall not be subjected to work under conditions of work which are determined to present an unreasonable hazard to health or safety. An employee whose work is temporarily eliminated as a result of the foregoing may be assigned to an inner office or other work which he may be deemed to be qualified to perform.

E. The State and the Association shall establish a Health and Safety Committee consisting of five (5) members appointed by each party. Regular quarterly meetings will be held to consider health and safety programs to make recommendations concerning improvement or modification of policies and procedures to ensure the health and safety of the employees. The Association shall supply an agenda when requiring a meeting. Where reasonably possible, all committee meetings shall take place during working hours and employees shall receive no less than pay as a result of their attendance at such meetings.

F. In the event of an on-the-job injury requiring professional medical attention, the State will expedite such medical attention by calling for an examination if required, or if the injured employee can be treated, arranging transportation to a competent medical facility. Time off required for medical attention on the date of such injury shall not be charged against accured leave or sick leave.

G. It is understood that referrals to safety and health hazards and conditions of work related to this area are not intended to include these hazards to the safety of the workplace for government employees, and that requests will be made as necessary to employees.

H. Any arbitrator's decision or award containing any provisions of this Article or any provision of Article XIV, Section 18.1, Workers' Compensation Act, and Article XIV, Section 18.2, Workers' Compensation Act, and Article XIV, Section 18.3, Workers' Compensation Act, shall be advisory and non-binding as specifically noted in Article XII, Section 11.5, Grievance Procedures.

ARTICLE XXXIII
Pension Benefits

A. Health Insurance

1. State Health Benefits Program

a. During the term of this Agreement the State shall continue to provide and pay the full cost of the current State Health Benefits Program of New Jersey State Contributions which shall be the series "140" plan including both O" and Major Medical Benefits for all eligible employees in the State. As defined under the State Health Benefits Program, employees eligible for the plan in the Program shall be elected without cost to the employee.

b. The State will extend to a maximum period of thirty (30) calendar days the health insurance coverage for eligible employees and their covered dependents enrolled in the State Health Benefits Program under exhaustion of such employee's accumulated sick and vacation leave and who are granted an approved leave without pay, with the State paying the cost.

In those instances where the leave of absence is of such duration as to require a continuation of health insurance coverage for the employee, the employer shall provide the same benefits as those that are provided at the rate of the rate provided in the State for the coverage provided in paragraph a, for the next two (2) years from the date of absence following the period of thirty (30) days paid for by the State as provided in the paragraph above.

2. Health Maintenance Organizations

Not later than N.J.S.A. 26:20-1 through 30, employees may not receive medical services from approved Health Maintenance Organizations, which are available in lieu of the present coverage under the State Health Benefits Program. The association's requirements and administrative procedures are approved by the State Health Benefits Commissioner. Prior to N.J.S.A. 26:20-1 through 30, "he State will not take such a decision for any employee unless both the board of directors would be approved by the State Health Benefits Program." However, as determined by the Health Benefits Commissioner, employees opting to participate in a Health Maintenance Organization will be required to contribute the difference in the cost for such participation.

3. Prescription Drug Program

It is agreed that the State shall continue the Prescription Drug Benefits Program during the period of this Agreement. The Program shall be funded and administered by the State. It shall provide benefits to eligible employees and their eligible dependents. Each prescription required by the Department of Medical Services or the Federal Mental Health Plan shall be filled for the State from funds provided from the Program and submitted to a pharmacy or mail order pharmacy provided by the State and authorized to participate in the Program.

Each employee shall be provided with a prescription folder that is a part of the prescription program. Each employee shall be provided with a prescription folder that identifies the name of the prescription and the name of the pharmacist participating in the Program. Each employee shall be provided with a prescription folder that identifies the name of the prescription and the name of the pharmacist participating in the Program.

4. Insurance Savings Program

Subject to any conditions imposed by the insurer, all employees shall be provided with the opportunity to voluntarily participate in a group insurance program. The contributions made by the employees shall be credited to the cost of the insurance program.

5. The State Health Benefits Plan will provide information concerning rate changes, service changes, and all other aspects of the program to each internal employee.

6. Health Insurance for Employees born after June 30, 2000

The following provisions shall apply to employees who are born after June 30, 2000 and not otherwise covered by the State Health Benefits Plan:

a. The State will provide a prescription drug coverage whereby authorized employees may receive reimbursement from the earned salary of such employee and related to the insurance company.

b. The insurance company will provide information concerning rate changes, service changes, and all other aspects of the program to each internal employee.

7. Health Insurance for Employees born after June 30, 2000

The following provisions shall apply to employees who are born after June 30, 2000 and not otherwise covered by the State Health Benefits Plan:

a. The State will provide a prescription drug coverage whereby authorized employees may receive reimbursement from the earned salary of such employee and related to the insurance company.

b. The insurance company will provide information concerning rate changes, service changes, and all other aspects of the program to each internal employee.

8. Health Insurance for Employees born after June 30, 2000

The following provisions shall apply to employees who are born after June 30, 2000 and not otherwise covered by the State Health Benefits Plan:

a. The State will provide a prescription drug coverage whereby authorized employees may receive reimbursement from the earned salary of such employee and related to the insurance company.

b. The insurance company will provide information concerning rate changes, service changes, and all other aspects of the program to each internal employee.

9. Health Insurance for Employees born after June 30, 2000

The following provisions shall apply to employees who are born after June 30, 2000 and not otherwise covered by the State Health Benefits Plan:

a. The State will provide a prescription drug coverage whereby authorized employees may receive reimbursement from the earned salary of such employee and related to the insurance company.

b. The insurance company will provide information concerning rate changes, service changes, and all other aspects of the program to each internal employee.


The following provisions shall apply to employees who are born after June 30, 2000 and not otherwise covered by the State Health Benefits Plan:

a. The State will provide a prescription drug coverage whereby authorized employees may receive reimbursement from the earned salary of such employee and related to the insurance company.

b. The insurance company will provide information concerning rate changes, service changes, and all other aspects of the program to each internal employee.
20 through June 30, 2003 are eligible to receive the following when they retire: accrued 25 years of pension credit or retire on a disability retirement during the period July 1, 2000 through December 31, 2001 and December 31, 2002. In addition, employees who serve as provided under the State plan by July 1, 1999, December 31, 2000 and December 31, 2001. Employees serving in the ranks of Correction Officer Recruiter, Juvenile Justice and Senior Correction Officer, Juvenile Justice will be entitled, in lieu of any uniform allowances other than the initial issues, the following cash payments: $500 in January, 1996, $1,000 in January, 1997, and $1,500 in January, 1998. The State shall continue to make initial issues of uniforms to all new employees in this rank on a voluntary basis only. Employees serving in the ranks of Captain, Sergeant, Divisional Inspector, or any of the approved HMO Plans shall not have to contribute to the cost of any premium for health insurance coverage. Employees in this group who elect to enroll in the Traditional Plan shall pay 25% of the premium costs of the Traditional Plan for health insurance coverage.

ARTICLE XXXXII

Disability Allowances

The State agrees to continue in the practice of making initial issues of uniforms to all new employees in this rank. The State agrees to provide a cash payment of $1,435 for uniform maintenance payable on June 30, 2000, a cash payment of $1,435 on January 1, 2001 and a cash payment of $1,435 in January 2002 to all employees who have served one (1) year of service as of December 31, 1999, December 31, 2000 and December 31, 2001.

Employees serving in the ranks of Correction Officer Recruiter, Juvenile Justice and Senior Correction Officer, Juvenile Justice shall be entitled, in lieu of any uniform allowances other than the initial issues, the following cash payments: $500 in July, 1999, $1,000 at any time between January 1, 2000 and December 31, 2001 and December 31, 2002. Employees serving in the ranks of Captain, Sergeant, Divisional Inspector, or any of the approved HMO Plans shall not have to contribute to the cost of any premium for health insurance coverage. Employees in this group who elect to enroll in the Traditional Plan shall pay 25% of the premium costs of the Traditional Plan for health insurance coverage.

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Outside Work

A place may engage in outside employment with prior approval of the department head or his designee. An employee desiring to engage in outside employment shall present a written request to the department head or his designee. The request shall be approved or disapproved, and written notice of such shall be given to the employee. The request shall be accompanied by evidence of employment in such work as an employee.

A place shall not be considereed by reason of any action taken in dealing with an employee.

Claim Adjustment

Where a loss or damage to personal property is sustained as a result of an act which is the performance of the assigned duties of an employee, such loss will be indemnified. A claim for such loss may be filed within ninety (90) days of the time when the loss occurs. The claim shall be filed on the form provided, including the required adjustment and submitted to the State for this purpose. The State shall provide the forms and any information which may be necessary for the completion of the forms. The ninety (90) day period required in the claim shall be extended by mutual agreement.

A place shall not be considered by reason of any action taken in dealing with an employee.

Negotiating Procedures

A. Agreement

The parties shall enter into collective negotiations concerning a successor

A place may engage in outside employment with prior approval of the department head or his designee. An employee desiring to engage in outside employment shall present a written request to the department head or his designee. The request shall be approved or disapproved, and written notice of such shall be given to the employee. The request shall be accompanied by evidence of employment in such work as an employee.

B. Procedure

The parties shall agree to negotiate in good faith on all matters properly presented for negotiation. Should impasse develop, the procedures available under this article shall be utilized in an orderly manner in an effort to resolve such impasse.

C. Term of Agreement

The contract shall become effective on July 1, 1996, and shall remain in full force and effect until June 30, 2002. The contract shall automatically be renewed from year to year thereafter unless written notice shall be given to the other within thirty (30) days of receipt of the notice.

D. Complete Agreement

The State and the Association acknowledge this to be their complete Agreement, except as may be added hereto by mutual agreement, and in the event of any dispute over the interpretation of the Agreement, the State and the Association shall be bound by the provisions of the Public Employment Relations Commission Act.
ARTICLE L

NOTICE

For the purpose of giving notice as provided in "Term of Agreement", the State may be notified through the Director, Governor’s Office of Employee Relations, PO Box 228, Trenton, New Jersey 08625, and the Association through Tannous, Faglia & Napolitano, One Riverfront Plaza, Newark, New Jersey 07102-5418.

IN WITNESS WHEREOF, the State and the Association have caused this Agreement to be signed by their duly authorized representatives as of the 90th day of January, 2001.

FOR THE STATE OF NEW JERSEY:

FOR THE STATE LAW ENFORCEMENT CONFERENCE OF THE NEW JERSEY NEW JERSEY STATE POLICEMEN'S BENEFIT ASSOCIATION:

[Signatures]

[Signatures]
The following provision(s) are set forth for informational purposes only. The non-negotiable matter as they apply to individual employees affected shall be governed by the provisions of the Grievance Procedure in the Agreement as defined in Article XII, Section 12.3.

A. 1. Reassignment is the movement of an employee from one job assignment to another within the job classification and writing the work unit, organizational unit, or department. Each employee shall be notified in the work unit referred to herein. Such work unit shall be selected by such employee.

2. Reassignments of employees may be made in accordance with the local permit of the bargaining unit in the union or to maintain operational efficiency or to provide employee development and job training in the interest of employee efficiency and to meet any work needs. Where work assignments are not mutually agreed to, the employees in excess of the job classification structure of the employees affected. The Employer or Department Officials may assign employees to positions that are reasonably comparable to the employee's job classification.

3. When temporary (i.e., for periods of not less than six (6) months) reassignments are made to eliminate any of the objectives in A.2. above, employees to be affected will be given maximum possible notice. The employment of a substitute or otherwise eligible in reassignments will not apply.

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

An employee desiring reassignment to any job in the organizational unit or department may submit an application through his/her supervisor as to the nature of the assignment that he/she desires. If the employee is capable of performing the work and who is qualified by the requirements of the job, the assignment shall be considered and an assignment will be made on the basis of these requests. Where more than one (1) request is filed for assignment from qualified employees deemed capable of performing the work, in such as to each employee, any assignment will be based on the needs of the job classification structure of employees having reported such a request.

C. 1. When personal changes in a work unit provide opportunities for such changes, interested employees may apply for desired assignments to the work unit supervisor. Such changes in assignments will be made on the basis of the job classification structure of employees requiring the change, except that priority is given to the assignment of individual employees as provided in A.2. above.

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

D. An employee may have no request to assign more than two (2) requests for reassignment in B. above.

E. When an employee is granted a non-negotiable reassignment under provisions of B. or C. above, the employee shall not be eligible for any (1) additional reassignment or to the previous reassignment (1) month in period. Consideration will be given to requests for additional assignment which qualified employees vacate. A request is not considered to be a reassignment.

F. Whenever an employee is required to sign C.5. 21 Form, a copy of the signed form shall be provided to the employee upon request for same.

G. While it is acknowledged that reassignments of any employees may be made for any of the purposes so defined in A.2. above, the assignment of groups of employees who comprise a work unit shall not be made on a random rotational basis without good cause.
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<tr>
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