CONTRACT BETWEEN

CWA

COMMUNICATIONS WORKERS OF AMERICA,
AFL-CIO

and

THE STATE OF NEW JERSEY

July 1, 2003—June 30, 2007

Professional Unit
## PROFESSIONAL UNIT AGREEMENT
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PREAMBLE

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

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

ARTICLE I

RECOGNITION OF RIGHTS AND DEFINITIONS

A. Recognition of Union and Unit

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

2. a. Included are all full-time permanent, career service, unclassified and provisional employees and all permanent full-time ten (10) month employees (career service, unclassified and provisionals) and permanent part-time employees (career service, unclassified and provisionals) who are employed at a minimum of twenty (20) hours per week for thirty-five (35) hour fixed workweek titles and seventeen and one-half (17-1/2) hours per week for thirty-five (35) hour fixed workweek titles, and who are included in the classifications listed in Appendix 1 and Intermittent employees whose titles are listed in Appendix 2 and who meet the hourly requirements as put forward in Appendix 2.

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

   c. If the State determines that an employee in a position currently represented by the Union is performing confidential duties as defined by Section 3 of the New Jersey Employer-Employee Relations Act (EERA), the State will notify the Union and provide the Union with the basis upon which it maintains that the employee is confidential.

   If the Union objects to the designation of an employee as confidential...
prior to the removal of the employee from the unit, OBR and the Union will meet to review the basis for the confidential designation. If after such review the Union continues to object, the employee may be removed from the unit as a confidential. The Union may pursue its objection in an appropriate forum.

3. Excluded are:
   a. Managerial Executives
   b. Supervisors
   c. Confidential employees
   d. Policemen
   e. Craft employees
   f. Non-professional employees
   g. Classifications designated within other recognized and appropriate units
   h. Classifications within the State Colleges and Universities except those in the State College/University System, which are included.
   i. All other employees of the State of New Jersey.
   j. All Intermittent employees not performing professional work, and intermittent employees performing professional work who do not meet the hourly requirements set forth in Appendix 2.

B. Management Rights

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

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

C. Definitions

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

2. The term "holiday" means any day so designated under Article 17 or a day specifically designated as such by the Governor.

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

4. "Organization Unit" is an institution or a functional activity of one of the departments of State government as from time to time may be designated by the Governor.

5. An unfair practice is any action of either party so defined in Amendments to Chapter 303, Laws of 1948.

6. Career service employee - an employee serving in the classified service which is all offices and positions which are operating under the provisions of Title 11A, Department of Personnel, of the Revised Statutes except those offices and positions which are included in the unclassified service by law or Merit System Board determination.

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

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

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

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

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

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

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

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

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

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

17. The designation "intermittent" shall be used for those career service titles where work responsibilities are characterized by unpredictable work...
schedules and which do not meet the normal criteria for regular, year-round, full-time or part-time assignments.

D. Special Circumstances

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

2. Any grievance as to whether or not the provisions of the Agreement concerning this program and any agreement between the State and any local government prime sponsor shall be considered to be governed under Paragraph E, Section 1 of the Grievance Procedure, then directly to the Department of Personnel.

E. The Use of Interim, Hourly, Special Services, Per Diem and TF.S employees

During the first two (2) years of the contract, the State agrees to work jointly with CWA to convert part-time, intermittent, hourly, special service, per diem and TF.S employees and/or positions to permanent full-time positions where there is a demonstrated need for full-time positions. Conversions will occur on an ongoing basis as the parties identify appropriate positions for conversions.

ARTICLE 2

POLICY AGREEMENTS

A. Non-Discrimination

The State and the Union agree there shall not be any discrimination as to race, creed, color, national origin, nationality, ancestry, age, sex, familial status, marital status, affectional or sexual orientation, physical or mental handicap, physical disability, including perceived disability and AIDS, HIV status, political affiliation or union membership, or legal union activity permitted herein.

B. Dues Deduction and Membership Information

1. Dues Deduction

a. The State agrees to deduct from the regular paycheck of any employee dues of the Union provided the employee submits an authorization for dues deduction in writing and in proper form to the responsible payroll clerk. Dues deductions for any employee in this negotiating unit shall be limited to the Union. Employees shall be eligible to withdraw such authorization only as of July 1 of each year provided the notice of withdrawal is filed after May is timely with the responsible payroll clerk. Unless an employee withdraws authorization for the deduction of Union dues, the State will continue to deduct dues. The movement of an employee from one title to another title and/or from one unit to another unit will not affect dues deduction, unless the new title or unit is not represented by the Union.

2. The amount of dues deducted shall be transmitted to the Secretary-Treasurer of the Union together with a listing of the employees included.

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

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

2. Representation Fee (Agency Shop)

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

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

On January 1 of each year, an assessment shall be made to determine if the minimum percentage has been exceeded. If it has, the agency fee shall continue until the following annual assessment. If it has not, the agency fee will be discontinued and eligibility for reinstatement shall be on a quarterly basis as provided below.

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

b. Amount of Fee

Prior to the beginning of each contract year, the Union will notify the State in writing of the amount of regular membership dues, initiation fees and assessments charged by the Union to its own members for that contract year, and the amount of the representation fee for that contract year. Any changes in the representation fee structure during the contract year shall be in accordance with 11.1.d. above.

The representation fee in lieu of dues shall be in an amount equivalent to the regular membership dues, initiation fees and assessments charged by the

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majority representative to its own members less the cost of benefits financed through the dues, fees and assessments available to or benefiting only its members, but in no event shall such fee exceed 85% of the regular membership dues, fees and assessments.

1. Deduction and Transmission of Fee

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

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

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

2. Demand and Return System

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

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

4. Effective October 2003, employee paychecks will separately identify Union dues and representation fees.

3. Membership Information

The Union hereby agrees that it will indemnify and hold the State harmless from any claims, actions or proceedings brought by any employee in the State due to any violation of this Agreement or the provisions thereof.

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

4. Legal Requirements

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

3. Membership Information

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

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

4. Effective October 2003, employee paychecks will separately identify Union dues and representation fees.

C. Policy Agreements, Strikes and Lockouts

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

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

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

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

5. It is agreed that the State and the Union shall refrain from the commitment of any unfair practices and it is further agreed that the requirements of negotiability as set forth in Chapter 383, Laws of 1963 and as amended, shall guide the conduct of the parties during the terms of this Agreement.

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

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

2. Said committee meetings shall be scheduled some time during the second week of March, June, September and December. For the purpose of this Agreement, these meetings are not intended to bypass the grievance procedure but are intended as a means of fostering good and sound employment relations through communications between the parties.

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

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

5. Status of Pending Department of Personnel Matters

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

ARTICLE 3

DEPARTMENT OF PERSONNEL RULES

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

ARTICLE 4

GRIEVANCE PROCEDURE

A. Purpose

The purpose of this procedure is to resolve grievances and to assure prompt and equitable solutions of problems arising from the administration of the Agreement, or other conditions of employment by providing the exclusive vehicle set forth in this Article for the settlement of grievances. An employee is entitled to use this grievance procedure and to be represented by the Union upon his or her request in accordance with the provisions of this Article. An employee shall not be coerced, intimidated or suffer any reprisals as a direct or indirect result of such line.

B. Definitions

1. A "Grievance" is:
   a. A claimed breach, misinterpretation or improper application of the terms of this Agreement or
   b. A claimed violation, misinterpretation or misapplication of rules or regulations, existing policies, orders, letters of memorandum or agreement, administrative decisions, or laws, applicable to the Agency or Department which employs the grievant which establish terms and conditions of employment and which are not included in (a) above; or

2. Union Stewards and Representatives:
   a. A "steward" is an employee of the State serving as the designated union representative in the grievance district pursuant to Article 25 Section D.1.
   b. A "executive board member" is an employee of the State, who sits on the executive board of a local Union. An executive board member will have all the privileges of a steward and may represent any employee, regardless of the employee's negotiations unit. Time off for an executive board member is governed by Section D.1 of this article. The Union and the State will mutually designate the grievance district(s) within the jurisdiction of an executive board member.
   c. A "union staff representative" is a person in the active employ of the Union and not the State.

   d. The term "designated union representative," as used in this Article and throughout the Agreement, refers to a steward, executive board member or a union staff representative.

3. Resource Person:

   A "resource person" is an individual who is not a witness and who has particular expertise as to the subject matter of the grievance and shall be treated in accordance with the time off procedure below.

C. Grievance Steps and Time Frames

1. General

   a. A grievance must be filed initially within thirty (30) days from any date on which the act which is the subject of the grievance occurred or thirty (30) days from the date on which the grievant would reasonably have known of its occurrence. All references to days in this Article are calendar days.
   b. Time limits under this Article may be modified by mutual agreement and consent to extend time limits will not be unreasonably withheld.
   c. Any employee may orally present and discuss a complaint with his or her immediate supervisor on an informal basis.

2. Contractual grievances shall only be processed through representatives designated by the Union.

3. During the Step One and Step Two process the grievance may be represented by a steward or other representative designated by the Union. One
person shall act as a spokesperson for the grievant and one person shall act as the spokesperson for management.

Should the grievant elect to pursue a non-contractual grievance without Union representation, he or she shall so indicate on the grievance. The Union shall be sent a copy of the grievance upon receipt of the grievance by the personnel office of the appointing authority. A steward or other representative designated by the Union will be notified of and permitted to attend all non-contractual grievance meetings or hearings.

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

2. Step One
   a. In the event the matter is not resolved informally, the grievant or the Union may submit the grievance in writing to the office or individual designated by the Department.
   b. A grievance meeting shall be scheduled within ten (10) days of the filing of the grievance unless the parties mutually agree otherwise.
   c. A written decision will be rendered by management within ten (10) days of the grievance meeting.

3. Step Two
   a. If the grievant or the Union is not satisfied with the Step One disposition, the grievance may be appealed to the Department Head or designee. The appeal must be accompanied by the decision at the preceding level and any written record from the earlier proceeding. The appeal must be filed within ten (10) days from receipt of the step one decision or sixty (60) days after the step one decision was due.
   b. The Union will specify whether the step two proceeding will be a meeting or a hearing. If the Union requests a hearing, a hearing officer appointed by management will preside. Both parties will be permitted to introduce testimony and exhibits. Either party may make a verbatim record of the hearing. The party making the record will bear the expense. However, if both parties want a copy of the transcript, the cost of the transcript and the reporter shall be shared equally between the parties.
   c. The Step Two meeting or hearing will be scheduled within ten (10) days of the receipt of the appeal of the Step One decision. A written decision will be rendered by management within twenty (20) days of the grievance meeting or hearing.

4. Step Three - Arbitration
   a. In the event that the grievance has not been satisfactorily resolved at Step Two, and the grievance involves an alleged violation of the Agreement as described in the definition of a grievance in B.1.a above, then arbitration may be brought only by the Union through its designee within thirty (30) calendar days from the day the Union received the Step Two decision or from the date on which the Step Two decision was due, by mailing a written request for arbitration to the Public Employment Relations Commission and sending a copy to the Office of Employee Relations. In the event the Union deems it necessary to use an additional period beyond the thirty (30) days prescribed herein to make appeal may be extended by the Union to not more than twenty (20) additional calendar days. Should the Union use any of these additional days, it is understood that the time used in computing the extent of the State's liability shall not exceed twenty (20) days from the day the Union received the Step Two decision or from the date on which the Step Two decision was due. If mutually agreed, a pre-arbitration conference may be scheduled to frame the issues or issues. All communications concerning appeals and decisions at this Step shall be made in writing. The request for arbitration shall contain the name of the department or agency and employees involved, a copy of the grievance form and the Step Two decision, if available.
   b. Within thirty (30) days of the execution of this Agreement, the parties shall mutually agree upon a panel of not less than five (5) arbitrators. Each member of the panel shall serve in turn as the sole arbitrator for a given case. Where a member of the panel is unable to serve, the next member in sequence shall then serve. In the event the parties are unable to agree upon a panel of arbitrators within thirty (30) days, arbitrators shall be selected on a case-by-case basis under the selection procedure of the Public Employment Relations Commission until such time as the parties agree upon a panel.
   c. The arbitrator shall conduct the hearing to determine the facts and render a decision in writing to the parties. The arbitrator shall have the power to add to, subtract from, or modify the provisions of this Agreement or of the laws of the State, or any written policy of the State or subdivision thereof inconsistent with this Agreement, or to determine any dispute involving the exercise of a management function which is within the authority of the State as set forth in Article 1.C., Management Rights, and shall confine his decision solely to the interpretation and application of this Agreement. He shall not, by his decision, add to, subtract from, or modify this Agreement or the laws of the State, or any written policy of the State or subdivision thereof inconsistent with this Agreement. The arbitrator shall have the power to add to, subtract from, or modify the provisions of this Agreement or of the laws of the State, or any written policy of the State or subdivision thereof inconsistent with this Agreement. The arbitrator shall have the power to add to, subtract from, or modify the provisions of this Agreement or of the laws of the State, or any written policy of the State or subdivision thereof inconsistent with this Agreement.
   d. The arbitrator shall render a decision in writing to the parties. The arbitrator shall not have the power to add to, subtract from, or modify the provisions of this Agreement or of the laws of the State, or any written policy of the State or subdivision thereof inconsistent with this Agreement. The arbitrator shall have the power to add to, subtract from, or modify the provisions of this Agreement or of the laws of the State, or any written policy of the State or subdivision thereof inconsistent with this Agreement.
   e. The arbitrator shall be the sole arbiter and shall issue his decision within thirty (30) days after the close of the hearing. The time used in computing the extent of the State's liability shall not exceed twenty (20) days from the day the Union received the Step Two decision or from the date on which the Step Two decision was due. If mutually agreed, a pre-arbitration conference may be scheduled to frame the issues or issues. All communications concerning appeals and decisions at this Step shall be made in writing. The request for arbitration shall contain the name of the department or agency and employees involved, a copy of the grievance form and the Step Two decision, if available.
   f. Should the arbitrator find that the grievance has not been satisfactorily resolved, the parties shall mutually agree upon a panel of not less than five (5) arbitrators. Each member of the panel shall serve in turn as the sole arbitrator for a given case. Where a member of the panel is unable to serve, the next member in sequence shall then serve. In the event the parties are unable to agree upon a panel of arbitrators within thirty (30) days, arbitrators shall be selected on a case-by-case basis under the selection procedure of the Public Employment Relations Commission until such time as the parties agree upon a panel.
the hearing. In the event a disagreement exists regarding the arbitrability of an issue, the arbitrator shall make a preliminary determination as to whether the issue is arbitrable under the express terms of this Agreement. Once a determination is made that such a dispute is arbitrable, the arbitrator shall then proceed to determine the merits of the dispute.

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

f. Representatives of the Governor's Office of Employee Relations and the Union will meet bi-monthly to resolve grievances that are appealed to arbitration. Local union representatives and department representatives may participate in the meetings.

D. Union Rights

1. Time Off

This section does not apply to disciplinary arbitrations.

a. When a grievance has been formally submitted in writing and the Union represents the grievant, and where the Union Steward requires time to investigate such grievance to achieve an understanding of the specific work problem during working hours, the Steward will be granted permission and reasonable time, to a limit of two (2) hours, to investigate without loss of pay. It is understood that the supervisor shall schedule such time release, providing the work responsibilities of the Steward and of any involved employee are adequately covered, and providing further there is no disruption of work. Such time release shall not be unreasonably withheld. Where a Union Steward serves a mutually agreed upon grievance district encompassing two (2) or more geographically separate work locations, and where the circumstances require it, a supervisor may authorize a maximum of four (4) hours for any appropriate investigation of grievances. Such time release shall not be construed to include preparation of paperwork, record keeping, conferences among Union Officials for preparation for presentation at a grievance hearing or meeting.

b. An employee and his/her designated representative will be granted time off without loss of pay to attend step one meetings, step two meetings or hearings and arbitration hearings and to travel to and from such meetings and hearings.

c. A reasonable number of witnesses and resource persons employed by the State will be granted time off without loss of pay to attend step one meetings, step two meetings or hearings and arbitration hearings and to travel to and from such meetings and hearings.

2. Information

a. The State will upon request, make available to the Union information in its possession which the Union is entitled to properly represent the grievant. Management shall provide the requested information within seven (7) days from receipt of the request, but no later than 72 hours prior to the meeting or hearing.

b. The Union, upon request, will make available to the State requested information and documents in its possession necessary for management to respond to the grievance.

c. The parties shall make a good faith effort to informally resolve disputes, which arise as to information requests. However, if the parties are unable to agree upon the nature of the information to be provided, a dispute may be submitted to the OER for resolution. If referral submission to the OER for resolution is not resolved, the parties may seek resolution of the dispute in an administrative or judicial forum or through arbitration.

3. Group Grievances

a. Where a grievance affects one or more employees, the Union may file a group grievance at the first level of supervision common to the affected employees.

b. Where a group grievance affects employees in two or more departments, the Union may submit the grievance directly to the Governor's Office of Employee Relations. The grievance will be processed as a step two grievance.

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

4. By-passing Steps

A grievance may be initiated at or moved to any step of the procedure without hearing at a lower step by mutual agreement of the parties. Consent to skip steps of the grievance procedure will not be withheld unreasonably.

5. The Right to Amend

a. A grievance may be amended at or moved to any step of the procedure at which such grievance is filed. By mutual agreement the Union may amend the grievance up to Step 2. It is understood that such amendment is only for the purpose of clarification and shall not be utilized to change the nature of the grievance or to include additional issues.

b. The Union may undertake to amend the grievance during the initial step at which such grievance is filed. By mutual agreement the Union may amend the grievance up to Step 2. It is understood that such amendment is only for the purpose of clarification and shall not be utilized to change the nature of the grievance or to include additional issues.

E. General Provisions

1. The lack of response by management within the prescribed time periods, unless time limits have been extended by mutual agreement, should be construed as a negative response.

2. If, at any step in the grievance procedure, the State's decision is not appealed within the appropriate prescribed time, such grievance will be considered closed and there shall be no further appeal or review.
3. A reasonable number of resource people shall be allowed to attend a grievance meeting or hearing. The parties will schedule resource people to minimize the impact on operations. At the meeting or hearing the Union will present its side of the grievance through the grievant, witnesses and resource people. Management will then proceed to present its responses to the Union's presentation.

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

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

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

7. A claim of improper and unjust discipline against an employee shall be processed in accordance with Article 5 of this Agreement.

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

9. Nothing in this Agreement shall be construed as compelling the Union to submit a grievance to arbitration or to represent an employee before the Merit System Board. The Union's decision to request the movement of any contractual grievance invol ves an alleged violation of individual rights specified in the Merit System Board Rules or for any circumstance amounting to sufficient cause. All terms of this Article also apply to unclassified employees with a minimum of four (4) years of State service. Provisional employees, and unclassified employees with less than four (4) years of State service, will be covered by Section 1.

10. Discipline of an employee shall be imposed only for just cause. Discipline under this Article includes, but is not limited to, suspension, demotion, written reprimand, reprimandre, recall, reduction in grade or dismissal from service. Dismissal from service or reduction in grade based upon a layoff or other operational judgment of the State shall not be construed to be discipline.

11. Disciplinary action may be initiated for any of the reasons specified in the Merit System Board Rules or for any circumstances amounting to sufficient cause.

12. Disciplinary action may be initiated for any of the reasons specified in the Merit System Board Rules or for any circumstances amounting to sufficient cause.

13. Disciplinary action may be initiated for any of the reasons specified in the Merit System Board Rules or for any circumstances amounting to sufficient cause.

14. Disciplinary action may be initiated for any of the reasons specified in the Merit System Board Rules or for any circumstances amounting to sufficient cause.

ARTICLE 5

1. All grievances must be submitted on the attached grievance form. The form must be completely filled out by the grievant and the Union. In the event that a grievance form is unavailable, the grievance will be in writing and set forth the following information: (a) the names, titles and department of affected employees; (b) the date of occurrence; (c) a brief description of what gave rise to the grievance; and (d) the remedy sought. Grievance forms will be made available at all work sites covered by this Agreement.

2. All grievances must be submitted on the attached grievance form. The form must be completely filled out by the grievant and the Union. In the event that a grievance form is unavailable, the grievance will be in writing and set forth the following information: (a) the names, titles and department of affected employees; (b) the date of occurrence; (c) a brief description of what gave rise to the grievance; and (d) the remedy sought. Grievance forms will be made available at all work sites covered by this Agreement.

3. All grievances must be submitted on the attached grievance form. The form must be completely filled out by the grievant and the Union. In the event that a grievance form is unavailable, the grievance will be in writing and set forth the following information: (a) the names, titles and department of affected employees; (b) the date of occurrence; (c) a brief description of what gave rise to the grievance; and (d) the remedy sought. Grievance forms will be made available at all work sites covered by this Agreement.

4. All grievances must be submitted on the attached grievance form. The form must be completely filled out by the grievant and the Union. In the event that a grievance form is unavailable, the grievance will be in writing and set forth the following information: (a) the names, titles and department of affected employees; (b) the date of occurrence; (c) a brief description of what gave rise to the grievance; and (d) the remedy sought. Grievance forms will be made available at all work sites covered by this Agreement.

5. All grievances must be submitted on the attached grievance form. The form must be completely filled out by the grievant and the Union. In the event that a grievance form is unavailable, the grievance will be in writing and set forth the following information: (a) the names, titles and department of affected employees; (b) the date of occurrence; (c) a brief description of what gave rise to the grievance; and (d) the remedy sought. Grievance forms will be made available at all work sites covered by this Agreement.

6. All grievances must be submitted on the attached grievance form. The form must be completely filled out by the grievant and the Union. In the event that a grievance form is unavailable, the grievance will be in writing and set forth the following information: (a) the names, titles and department of affected employees; (b) the date of occurrence; (c) a brief description of what gave rise to the grievance; and (d) the remedy sought. Grievance forms will be made available at all work sites covered by this Agreement.

7. All grievances must be submitted on the attached grievance form. The form must be completely filled out by the grievant and the Union. In the event that a grievance form is unavailable, the grievance will be in writing and set forth the following information: (a) the names, titles and department of affected employees; (b) the date of occurrence; (c) a brief description of what gave rise to the grievance; and (d) the remedy sought. Grievance forms will be made available at all work sites covered by this Agreement.

8. All grievances must be submitted on the attached grievance form. The form must be completely filled out by the grievant and the Union. In the event that a grievance form is unavailable, the grievance will be in writing and set forth the following information: (a) the names, titles and department of affected employees; (b) the date of occurrence; (c) a brief description of what gave rise to the grievance; and (d) the remedy sought. Grievance forms will be made available at all work sites covered by this Agreement.

9. All grievances must be submitted on the attached grievance form. The form must be completely filled out by the grievant and the Union. In the event that a grievance form is unavailable, the grievance will be in writing and set forth the following information: (a) the names, titles and department of affected employees; (b) the date of occurrence; (c) a brief description of what gave rise to the grievance; and (d) the remedy sought. Grievance forms will be made available at all work sites covered by this Agreement.

10. All grievances must be submitted on the attached grievance form. The form must be completely filled out by the grievant and the Union. In the event that a grievance form is unavailable, the grievance will be in writing and set forth the following information: (a) the names, titles and department of affected employees; (b) the date of occurrence; (c) a brief description of what gave rise to the grievance; and (d) the remedy sought. Grievance forms will be made available at all work sites covered by this Agreement.

11. All grievances must be submitted on the attached grievance form. The form must be completely filled out by the grievant and the Union. In the event that a grievance form is unavailable, the grievance will be in writing and set forth the following information: (a) the names, titles and department of affected employees; (b) the date of occurrence; (c) a brief description of what gave rise to the grievance; and (d) the remedy sought. Grievance forms will be made available at all work sites covered by this Agreement.

12. All grievances must be submitted on the attached grievance form. The form must be completely filled out by the grievant and the Union. In the event that a grievance form is unavailable, the grievance will be in writing and set forth the following information: (a) the names, titles and department of affected employees; (b) the date of occurrence; (c) a brief description of what gave rise to the grievance; and (d) the remedy sought. Grievance forms will be made available at all work sites covered by this Agreement.

13. All grievances must be submitted on the attached grievance form. The form must be completely filled out by the grievant and the Union. In the event that a grievance form is unavailable, the grievance will be in writing and set forth the following information: (a) the names, titles and department of affected employees; (b) the date of occurrence; (c) a brief description of what gave rise to the grievance; and (d) the remedy sought. Grievance forms will be made available at all work sites covered by this Agreement.

14. All grievances must be submitted on the attached grievance form. The form must be completely filled out by the grievant and the Union. In the event that a grievance form is unavailable, the grievance will be in writing and set forth the following information: (a) the names, titles and department of affected employees; (b) the date of occurrence; (c) a brief description of what gave rise to the grievance; and (d) the remedy sought. Grievance forms will be made available at all work sites covered by this Agreement.

15. All grievances must be submitted on the attached grievance form. The form must be completely filled out by the grievant and the Union. In the event that a grievance form is unavailable, the grievance will be in writing and set forth the following information: (a) the names, titles and department of affected employees; (b) the date of occurrence; (c) a brief description of what gave rise to the grievance; and (d) the remedy sought. Grievance forms will be made available at all work sites covered by this Agreement.
3. A copy of the preliminary notice of discipline shall be mailed to or served upon the local Union office at the same time that it is mailed to or served upon the employee.

4. The employee or the employee's designated union representative may request a departmental review within fourteen (14) days of receipt by the employee of a preliminary notice of discipline.

5. At the request of either the appointing authority or the Union, the departmental review shall be conducted as a hearing. If a hearing is not requested, the review will be conducted as a meeting. The employee representative will contact the Union within seven (7) days of the request for departmental review to mutually schedule a date and time for the review to be conducted within twenty (20) days after the request for review. If the parties are unable to agree upon a mutually convenient date within the twenty (20) day period, the Department shall go forward and schedule the review, unless the parties agree to extend the twenty (20) day period.

6. If a hearing is held, the department or agency will appoint a hearing officer who will render his/her decision within twenty (20) days of the hearing. The employee may be represented by a steward, executive board member or other designated Union representative at the meeting/hearing. However, only one (1) person shall serve as the spokesperson for the employee and one (1) person shall serve as spokesperson for the State.

7. Management and the Union are encouraged to resolve disputes over employee discipline without the need for a hearing or a meeting. The Department will prepare a written decision and two (2) copies of any other documents, which have been made part of the record.

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

9. The panel will be composed of two (2) individuals selected by the State and two (2) individuals selected by the Union. The purpose of this panel is to review appeals from Departmental determinations of disciplinary suspensions of one (1) through five (5) days, and fines of up to five (5) days pay.

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

II. Arbitration

1. Within thirty (30) days of receipt of the final notice of discipline or the JUMP determination as set forth in O.10, the Union may appeal the disciplinary matter to arbitration by submitting a written request for arbitration to the Governor's Office of Employee Relations.

2. Arbitration hearings will be conducted in accordance with the procedures set forth in Article 4, except as otherwise provided in this Article.

3. The arbitrator shall determine whether discipline was imposed without just cause, and if so whether the penalty is appropriate. If the arbitrator determines that discipline was imposed without just cause, the arbitrator shall have the power to (a) reinstate the employee to his or her position, (b) award back pay and (c) restore all seniority the employee would have earned had the employee not been
the parties Hither party may make a verbatim record through a certified arbitrator accepts the case.

Commission until such time as the parties agree upon a panel. The disciplinary sequence shall then serve. In the event the parties are unable to agree upon a panel of arbitrators within thirty (30) days, arbitrators shall be selected, on a case-by-case basis under the selection procedure of the Public Employment Relations Commission until such time as the parties agree upon a panel. The disciplinary arbitrator shall hold a hearing at a place convenient to the parties as soon as possible after the request for arbitration but not later than sixty (60) days after the arbitrator accepts the case.

4. The fees and expenses of the arbitrator shall be divided equally between the parties. Each member of the panel shall serve in turn as the sole arbitrator for a given case. Where a member of the panel is unable to serve, the next member in sequence shall serve. If the parties are unable to agree upon a panel of six arbitrators within thirty (30) days, arbitrators shall be selected, on a case-by-case basis under the selection procedure of the Public Employment Relations Commission until such time as the parties agree upon a panel. The disciplinary arbitrator shall hold a hearing at a place convenient to the parties as soon as possible after the request for arbitration but not later than sixty (60) days after the arbitrator accepts the case.

5. The decision of the arbitrator will be final and binding.

6. Within thirty (30) days of the execution of this Agreement, the parties shall mutually agree upon a panel of at least three (3) disciplinary arbitrators. Each member of the panel shall serve in turn as the sole arbitrator for a given case. Where a member of the panel is unable to serve, the next member in sequence shall serve. If the parties are unable to agree upon a panel of six arbitrators within thirty (30) days, arbitrators shall be selected, on a case-by-case basis under the selection procedure of the Public Employment Relations Commission until such time as the parties agree upon a panel. The disciplinary arbitrator shall hold a hearing at a place convenient to the parties as soon as possible after the request for arbitration but not later than sixty (60) days after the arbitrator accepts the case.

G. Grievances concerning the interpretation of this Section shall be processed in accordance with Article 4 as non-contractual (B) b) grievances.

K. Disciplinary Investigations

If an employee reasonably believes he or she may be disciplined, the employee may request Union representation. The employee has the right to be accompanied by his/her Union representative during an investigatory interview. The Union representative has the right to provide advice and counsel to the employee.

L. Time Off

1. An employee and his/her designated Union representative will be granted time off without loss of pay to attend departmental review meetings and to travel to and from such meetings and hearings.

2. If a meeting or hearing extends beyond the employee's normal working hours, any additional time required to attend the meeting or hearing will be granted, but will not be considered time worked for the computation of overtime.

3. A reasonable number of witnesses employed by the State will be granted time with pay to attend departmental review meetings and hearings.

M. General Provisions

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

who serve at the pleasure of the department or agency head, without stating the reasons for the dismissal.

2. In the event an employee is dismissed without receiving specific written reasons the State will provide the employee with ten (10) calendar days' advance notice. Employees dismissed for reasons other than misconduct are entitled to be notified of the provisions of this Article through the departmental review level.

3. In the event an employee is dismissed due to misconduct, the State will serve the employee with the specific written reasons relating to the misconduct. The employee may request and will be granted a review by the department/head or by the State in accordance with the provisions of this Article.

4. Time limits in F.4 shall apply. Nothing in Section K shall be construed as limiting the State from immediately dismissing an employee. In cases of immediate dismissal, the employee will be given the written reasons and right to departmental review noted above.

d. The following types of dismissal are not covered by this Section:

i. Dismissal due to job performance.

ii. Dismissal due to the certification of a Department of Personnel eligible list; and

iii. Dismissal due to fiscal problems or programmatic changes pursuant to Article 29.

2. Grievances concerning the interpretation of this Section shall be processed in accordance with Article 4 as non-contractual (B) b) grievances.

K. Disciplinary Investigations

If an employee reasonably believes he or she may be disciplined, the employee may request Union representation. The employee has the right to be accompanied by his/her Union representative during an investigatory interview. The Union representative has the right to provide advice and counsel to the employee.

L. Time Off

1. An employee and his/her designated Union representative will be granted time off without loss of pay to attend departmental review meetings and to travel to and from such meetings and hearings.

2. If a meeting or hearing extends beyond the employee's normal working hours, any additional time required to attend the meeting or hearing will be granted, but will not be considered time worked for the computation of overtime.

3. A reasonable number of witnesses employed by the State will be granted time with pay to attend departmental review meetings and hearings.
An employee may be suspended immediately when the employee is formally charged with a crime of the first, second or third degree or a crime of the fourth degree on the job or directly related to the job.

Where a suspension is immediate under (b) or (b) above, and in the absence of, or pay, the employee must first be apprised either orally or in writing, of why an immediate suspension is sought. The employee shall be given an opportunity to review the charges and the evidence in order to respond to the charges before a representative of the appointing authority. The employee may be represented by an employee of the appointing authority. The employee may be represented by an authorized union representative.

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

An employee shall not be served with a disciplinary notice more than one (1) year after the date on which the person filing the disciplinary notice obtained sufficient information to file the matter upon which the notice is based, except for acts which constitute a crime.

An employee shall not be served with a disciplinary notice more than one (1) year after the date on which the person filing the disciplinary notice obtained sufficient information to file the matter upon which the notice is based, except for acts which constitute a crime.

Notice of a final determination of innocence is rendered through a decision arising out of a Departmental hearing or arbitration hearing. Such record is to be made at the expense of the party who requests the reporter. However, if both parties want a copy of the transcript, the cost of the transcript and the reporter shall be shared equally.

ARTICLE 6

COMPENSATION PLAN AND PROGRAM

A. Special Salary Program. July 1, 2003 to June 30, 2007

It is agreed that during the term of this Agreement for the period of July 1, 2003 - June 30, 2007, the following salary and fringe benefit improvements shall be provided to eligible employees in the unit within the applicable policies and practices of the State and in keeping with the conditions set forth herein.

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

1. July 1, 2004, each employee covered by this agreement shall be entitled to a two and nine tenths (2.9%) percent across-the-board increase applied to the employee's current base salary.

2. a. For ten (10) month employees, the foregoing increases that are effective July 1 of 2004, 2005, and 2006 for twelve (12) month employees shall be applied to the base salary of ten (10) month employees effective September 1, 2004, September 1, 2005 and September 1, 2006.

b. For ten (10) month employees, the foregoing increases that are effective on or about January 1, 2004, and January 1, 2005, and for twelve (12) month employees shall be applied to the base salary of ten (10) month employees on or about February 1, 2004, and February 1, 2005.

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

2. a. Each eligible full-time employee who will have completed six (6) months of service on or before July 1, 2003, or on or before July 1 of any subsequent year, shall receive an annual cash clothing allowance of $275 in FY 2004, $300 in FY 2005, $325 in FY 2006, and $350 in FY 2007.

b. Each eligible full-time employee who will have completed six (6) months of service on or before July 1, 2003, or on or before July 1 of any subsequent year shall receive an annual cash clothing allowance of $275 in FY 2004, $300 in FY 2005, $312.50 in FY 2006 and $325 in FY 2007.

c. Each eligible full-time employee who will have completed six (6) months of service on or before July 1, 2003, or on or before July 1 of any subsequent year shall receive an annual cash clothing allowance of $275 in FY 2004, $300 in FY 2005, $312.50 in FY 2006 and $325 in FY 2007.

d. Each eligible full-time employee who will have completed six (6) months of service on or before July 1, 2003, or on or before July 1 of any subsequent year shall receive an annual cash clothing allowance of $275 in FY 2004, $300 in FY 2005, $312.50 in FY 2006 and $325 in FY 2007.

e. Each eligible full-time employee who will have completed six (6) months of service on or before July 1, 2003, or on or before July 1 of any subsequent year shall receive an annual cash clothing allowance of $275 in FY 2004, $300 in FY 2005, $312.50 in FY 2006 and $325 in FY 2007.

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

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

5. Employees who have reached the eighth step of the same range for 24 months or longer shall be eligible for movement to the ninth step providing their performance warrants this salary increase.

6. Effective July 1, 2006, employees who have been at the eighth step of the same range for 24 months or longer shall be eligible for movement to the tenth step providing their performance warrants this salary adjustment.

6. Clothing Maintenance Allowance

A. Clothing Maintenance Allowance shall be paid to all those full-time employees serving in titles in which the employees are required to wear special clothing or a uniform which title received a cash clothing allowance in fiscal year 2002-2003 and in all titles listed in Side Letter #3.

2. a. Each full-time employee who, while serving in a covered title under the conditions described in 1. above, and who will complete six (6) full years of service on or before January 1, 2003, or on or before July 1 of any subsequent year, shall receive an annual cash clothing maintenance allowance of $500 in FY 2004, $550 in FY 2005, $600 in FY 2006, and $650 in FY 2007.

b. Each full-time employee who will have completed six (6) months of service on or before July 1, 2003, or on or before July 1 of any subsequent year shall receive an annual cash clothing maintenance allowance of $275 in FY 2004, $300 in FY 2005, $312.50 in FY 2006 and $325 in FY 2007.

c. Each full-time employee who will have completed six (6) months of service on or before July 1, 2003, or on or before July 1 of any subsequent year shall receive an annual cash clothing maintenance allowance of $275 in FY 2004, $300 in FY 2005, $312.50 in FY 2006 and $325 in FY 2007.

d. Each full-time employee who will have completed six (6) months of service on or before July 1, 2003, or on or before July 1 of any subsequent year shall receive an annual cash clothing maintenance allowance of $275 in FY 2004, $300 in FY 2005, $312.50 in FY 2006 and $325 in FY 2007.

e. Each full-time employee who will have completed six (6) months of service on or before July 1, 2003, or on or before July 1 of any subsequent year shall receive an annual cash clothing maintenance allowance of $275 in FY 2004, $300 in FY 2005, $312.50 in FY 2006 and $325 in FY 2007.

f. Each full-time employee who will have completed six (6) months of service on or before July 1, 2003, or on or before July 1 of any subsequent year shall receive an annual cash clothing maintenance allowance of $275 in FY 2004, $300 in FY 2005, $312.50 in FY 2006 and $325 in FY 2007.

g. Each full-time employee who will have completed six (6) months of service on or before July 1, 2003, or on or before July 1 of any subsequent year shall receive an annual cash clothing maintenance allowance of $275 in FY 2004, $300 in FY 2005, $312.50 in FY 2006 and $325 in FY 2007.
3. Permanent part-time employees in a 40 hour workweek title who are regularly scheduled to work twenty (20) or more hours per week, and permanent part-time employees in a 35 hour workweek title who are regularly scheduled to work seventeen and one-half (17.5) or more hours per week, who are included in the classifications listed in Appendix II and who meet the service and eligibility requirements set forth above will receive one-half (1/2) of the normal clothing allowance. One full year of service for employees in the (10) month titles means ten (10) months of service between July 1 and July 30.

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

5. It is understood between the parties that the dollar amount of the clothing maintenance allowance applicable to eligible unit employees shall be a subject for renegotiation for the contract that succeeds this Agreement.

C. Deferred Compensation Plan

It is understood that the State shall continue the program which will permit eligible employees in this negotiating unit, to voluntarily authorize the funds deferred from their compensation to be invested in a deferred compensation plan. The deferred income so invested and the interest or other return on the investment are intended to be exempt from current Federal Income Taxation until the individual employee withdraws or otherwise receives such funds as provided in the plan document.

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

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

It is further understood that the maximum amount of deferrable income under this plan shall be up to the amount allowable by law.

D. Special Training

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

E. Salary Program Administration

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

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

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

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

4. The parties agree to comply with the provisions of N.J.S.A. 11:3-1.

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

6. Bonus Payment for Second and Third Shift

1. There shall be a bonus payment of $240 in December of fiscal years 2004 and 2005 to all full-time employees who worked at least one hundred and ninety-five (195) shifts on either the second (2nd) and third (3rd) shifts, (which are commonly known as the afternoon or evening shift and the night or midnight shift), for the eligibility period of twelve (12) months preceding the December payment, (November 1 through October 31).

2. Full-time employees who are in positions that require rotation of shifts and who work rotating shifts during the eligibility period (November 1 through October 31), for the eligibility period of eight (8) months preceding the December payment, will receive a bonus payment of $160 in December of fiscal year 2004 to all full-time employees who worked at least one hundred and thirty (130) shifts on either the second (2nd) and third (3rd) shifts, which are commonly known as the afternoon or evening shift and the night or midnight shift, for the eligibility period of eight (8) months preceding the December payment, (November 1, 2004 through June 30, 2005).

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

4. The parties acknowledge the existence and continuation during the term of this Agreement of the State Compensation Plan, which incorporates in particular, but without specific limit, the following basic concepts:
of November 1, 2004 through June 30, 2005, and work a 5 day week and work at least 130 shifts will receive a pro rata share for fiscal year 2005.

6. Effective July 1, 2005, the shift bonus for the second (2nd) and third (3rd) shifts which are commonly known as the afternoon or evening shift and the night or midnight shift will be $2.25 per hour in lieu of the present shift bonus, set forth in 1-5.

G. Salary Adjustment for Nurses and Teachers/Instructors

The two-range increase negotiated in the 1989/92 contract for Nurses and Classroom Teachers/Instructors and the two-range increase negotiated in the 1992/95 contract for teachers who supervise other teachers shall continue in effect under this contract.

H. Cooperative Effort

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

ARTICLE 7
POSITION RECLASSIFICATION AND REREVALUATION REVIEWS

A. Reclassification

Employees in the negotiation unit may initiate requests for position reclassification in accordance with the applicable Merit System Rules and Regulations, and in keeping with the conditions and procedures established by the Department of Personnel. A request for reclassification shall be noted upon and a determination rendered within one (1) year of the submission of such requests, unless the time period may be extended by mutual agreement.

B. Rerevaluation

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

C. Implementation

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

ARTICLE 8
HOURS AND OVERTIME

A. Hours of Work

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

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

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

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

5. For fixed workweek employees, when such employees' shift is changed, adequate advance notice which normally will be at least seven (7) working days and which shall not be less than seventy-two (72) hours, except in the case of an emergency, will be given to the affected employee.

B. Rest and Lunch Period

1. The work schedule shall provide for a fifteen (15) minute rest period during each one-half (1/2) shift.

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

3. The normal schedule shall include a provision for an unpaid lunch period during the midportion of the workday. There shall be a minimum of one-half (1/2) hour provided for the lunch period. This is not intended to suggest that existing lunch periods of longer than one-half (1/2) hour must be changed.

C. Overtime

1. The State will not change hours of work to avoid paying overtime.

2. Employees covered by this Agreement will be compensated at the rate of time and one-half (1/2) for the overtime hours accrued in excess of the normal hours of the established workweek. These compensation credits shall be used in compensatory time or in cash at the discretion of management. Employees may request compensation credits in compensatory time or in cash.

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

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

5. Hours worked on a holiday are not considered hours worked for the computation of regular overtime in the workweek but shall be compensated at time and one-half (1/2) in addition to the holiday credit.

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

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

8. "Incidental overtime" is a period of assigned non-scheduled overtime.
the next shift, shall receive a fifteen (15) minute rest period when the period of
scheduled work beyond their regular shift exceeds two (2) hours. Such
employees shall also be entitled to meal allowances as provided by the
regulations of the State.

F. Policy on Unexcused Absence

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

G. Teachers (10 and 12 Months)

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

ARTICLE 9
COMPENSATORY TIME BALANCES

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

B. Employee requests for use of compensatory time balances shall be
honored.

C. When requests for use of compensatory time balances are received
from an employee, the following priorities in honoring requests for use of compensatory
time balances shall be given to employees:
1. Where an emergency exists;
2. Where scheduled one (1) month in advance;
3. Where shorter notice of request is made .

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

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

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

E. An employee may request the use of this compensatory time off when
such use is consistent with the needs of the unit but shall be scheduled with the immediate supervisor in keeping with the needs
within the unit.

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

ARTICLE 10
ANNIVERSARY DATES

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

ARTICLE 11
OUT-OF-TITLE WORK

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

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

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

ARTICLE 12
PROMOTION

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

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

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

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

D. Provisional appointments shall be made only in case of emergency or when no complete employment list exists. Where such
appointments are made, the Department of Personnel will take the necessary
ARTICLE 13

JOB POSTING AND ANNOUNCEMENTS - CAREER SERVICE

A. Job Posting

1. To provide promotional opportunities for employees within a department or organizational unit, existing or planned job vacancies shall be prominently posted within the promotional examination scope established by the Department of Personnel for fourteen (14) days. Broader posting may be undertaken by the department at its option. When provisional promotions are to be made within a work unit, employees who meet the minimum qualifications and are capable of performing the work as determined by management, and file pursuant to this article shall be given consideration for such appointment. The posting shall include a description of the job, any required qualifications, the location of the vacancy, the salary range, the hours of work and the procedures to be followed by employees interested in making application.

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

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

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

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

6. When there are vacancies available on the day shift, which could be filled through lateral transfers from workers on the evening or night shift, such vacancies will be posted so that evening and night shift workers can apply for such lateral transfers.

B. Announcements

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

ARTICLE 14

JOB VACANCY ANNOUNCEMENTS FOR UNCLASSIFIED EMPLOYEES

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

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

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

ARTICLE 15

DEPARTMENT OF PERSONNEL EXAMINATIONS

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

ARTICLE 16

PERFORMANCE EVALUATION SYSTEM

Effective October 1, 2003, the parties agree to implement the following revised system. The parties need to discuss the performance plan at the beginning of the new system and the mechanics of the changeover. In addition, the parties will jointly seek the Department of Personnel for the appropriate regulations to implement this procedure.


   a. The Performance Evaluation System (PES) will apply to all employees covered by this agreement except those set forth in Section 1L.

   b. At least a mid-year and an annual performance evaluation system meeting will be conducted.

   c. When there is a change in job assignment or supervisor during the evaluation period, the old performance plan shall be closed out. The
The final rating shall be a proration of all ratings received during the review period. When there is a change in job title during the evaluation period, the employee's performance during the portion of the rating period under the old title shall be rated and a new performance plan shall be prepared. A performance plan for the new title shall be developed.

The PES will consist of a two (2) tier rating system: satisfactory or unsatisfactory. PES ratings will be used as a factor in layoffs in accordance with Title 11A-1.2 et seq. PES ratings will be factors in promotions. For purposes of promotion, a satisfactory rating will be accorded one point and an unsatisfactory rating will be accorded zero points. Employees whose performance is rated unsatisfactory will not be granted a normal merit increment. Employees who are eligible and whose performance is "satisfactory" shall be granted a normal merit increment. The PES will not be used in lieu of discipline. The employee, Union or State can use the PES in a disciplinary proceeding, as evidence.

The PES will consist of a two (2) tier rating system: satisfactory or unsatisfactory. PES ratings will be used as a factor in layoffs in accordance with Title 11A-1.2 et seq. PES ratings will be factors in promotions. For purposes of promotion, a satisfactory rating will be accorded one point and an unsatisfactory rating will be accorded zero points. Employees whose performance is rated unsatisfactory will not be granted a normal merit increment. Employees who are eligible and whose performance is "satisfactory" shall be granted a normal merit increment. The PES will not be used in lieu of discipline. The employee, Union or State can use the PES in a disciplinary proceeding, as evidence.

Following the PES meeting, the supervisor and the employee will discuss the employee's performance based upon the standards for satisfactory performance contained on the PES form prepared the previous meeting. Performance expectations may be modified during the mid-year meeting. The performance form will be signed by the supervisor and the employee. A copy of the form will be placed in the employee's personnel file and provided to the employee's supervisor.

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

The standards and procedures for working test periods are governed by applicable DOP regulations.

The employee's performance during the portion of the rating period under the old performance plan shall be rated and a new performance plan shall be prepared. The final rating shall be a proration of all ratings received during the review period.

4. When there is a change in job title during the evaluation period, the former supervisor shall assign a final rating for the former performance plan and title. A performance plan for the new title shall be developed.

5. The PES will consist of a two (2) tier rating system: satisfactory or unsatisfactory. PES ratings will be used as a factor in layoffs in accordance with Title 11A-1.2 et seq. PES ratings will be factors in promotions. For purposes of promotion, a satisfactory rating will be accorded one point and an unsatisfactory rating will be accorded zero points. Employees whose performance is rated unsatisfactory will not be granted a normal merit increment. Employees who are eligible and whose performance is "satisfactory" shall be granted a normal merit increment. The PES will not be used in lieu of discipline. The employee, Union or State can use the PES in a disciplinary proceeding, as evidence.

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

B. The PES Form

1. The PES form will contain sections for the employee's goals and comments. The form will also contain sections for standards for satisfactory performance.

2. The PES form may be modified by the State upon sixty (60) days notice to the Union, provided that the modifications do not conflict with the provisions of this Article. The Union may submit comments concerning the modifications within forty-five (45) days of receipt of the proposed modifications. Prior to issuing the modified form, the State will consider comments timely submitted by the Union.

C. Performance Evaluation System Meeting

1. At least twice a year, with a six (6) month interval between meetings, an immediate supervisor will hold a PES meeting with an employee.

2. The supervisor will provide the PES form to the employee ten (10) days prior to the meeting.

3. At the mid-year PES meeting, the supervisor and the employee will discuss the employee's performance based upon the standards for satisfactory performance contained on the PES form prepared the previous meeting. Performance expectations may be modified during the mid-year meeting. The performance form will be signed by the supervisor and the employee. A copy of the form will be immediately provided to the employee. A copy of the form will be placed in the employee's personnel file and provided to the employee's supervisor.

4. At the final PES meeting, the supervisor and the employee will discuss whether the employee met the previous year's standards for satisfactory performance and will mutually formulate standards for satisfactory performance for the upcoming year.

5. Following the PES meeting, the supervisor and the employee will complete and sign the appropriate section of the PES form and the form will be immediately provided to the employee. The form will be placed in the employee's personnel file and provided to the employee's supervisor.

D. Unsatisfactory Rating

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

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

3. Where a normal merit increment has not been earned due to an unsatisfactory rating and the performance of the employee improves to the point that warrants granting of the normal merit increment, such increment may be granted effective on any payroll period following ninety (90) days from the anniversary date.

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

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

E. Employee Signature

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

F. PES Appeal Procedures

1. An employee who believes that the contents of a PES form does not properly assess the employee's work or contains appropriate performance expectations, may request a meeting at the level of management above the employee's immediate supervisor.

2. A meeting will be held at which the employee may make known his/her concerns.

3. An employee or the employee's designated Union representative may appeal an unsatisfactory rating to arbitration in accordance with the provisions of Article 4.

G. New Employees

New employees shall receive a performance plan within a reasonable time after appointment. The supervisor shall prepare a performance plan when a new employee is hired that shall identify the job assignment, include the essential criteria for successful job performance and emphasize training and development.

The standards and procedures for working test periods are governed by applicable DOP regulations.

2. Sections A through B below shall apply only to employees in the unclassified service in the State Colleges/Universities covered by this Agreement.
A. The performance evaluation systems for unclassified employees in the State Colleges/Universities covered by this Agreement that are operative on the effective date of this Agreement shall remain operative for the duration of the Agreement provided that if a college/university changes its system, the employees affected will be given reasonable notice to prevent any hardship and the college/university will either adopt the system described in this Article or Section 1A through G, above, or if another system is to be adopted, the change shall be subject to negotiations if requested by the Union.

B. Where grievances pertaining to performance evaluation and/or denial of normal merit increments based upon the above-mentioned college/university policies are pursued to Step Three, Arbitration, the award of the arbitrator shall be advisory and non-binding.

ARTICLE 17
HOLIDAYS AND PERSONAL PREFERENCE DAYS

A. Holidays

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

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

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

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

B. Personal Preference Days

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

   a. the agency employing the individual agrees and schedules the alternative date in lieu of the holiday specified and the employing agency is scheduled to operate on the alternative dates selected;
   b. the employee shall be paid on the holiday worked and deferred at his regular rate of pay;
   c. the commitment to schedule the personal preference day off shall be non-revocable.

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

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

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

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

ARTICLE 18
SPECIAL TIME OFF

A. Emergency or Special Observations

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

2. Every employee designated as essential will receive notice of such designation each year. Notice of such designations will also be provided to the Union.

3. Employees who are designated as essential will receive a sticker for their ID card, identifying them as essential.

B. Other

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

C. Inclement Weather

The release of employees by executive order or otherwise from the workplace due to inclement weather shall not result in a loss of earnings for the hours of release time, however, employees on leave at the time shall not have their leave credit adjusted.
ARTICLE 19
RETIREMENT BENEFITS
The Slate is a participant in the Public Employees Retirement System. Eligibility for participation by employees and retirement benefits are governed by statute and rules and regulations promulgated thereunder and administered exclusively by the New Jersey Division of Pensions. Effective July 1, 2004, PERS employee contribution will increase from 3% to 5%. Upon request to the appointing authority, the Union and any employee in this negotiating unit shall be provided with a written description of the PERS Program as outlined by the Division of Pensions. Employees within this unit shall be given information regarding their retirement benefits in accordance with the Department of Personnel guidelines and regulations and/or departmental policies through their department personnel officer.

ARTICLE 20
PROGRAM and PRESCRIPTION DRUG HEALTH BENEFITS
A. State Health Benefits Program
1. The State Health Benefits Program is applicable to employees covered by this contract. Except as otherwise provided below, such employees will have the option on the open enrollments dates of selecting one of the following plans: Traditional Indemnity, Managed Care/Point of Service (New Jersey Plus), or an HMO approved by the State Health Benefits Commission.
2. The Managed Care/Point of Service Plan (New Jersey Plus) shall remain without any premium cost to eligible employees and their eligible dependents during the term of this Agreement.
4. Employees hired prior to July 1, 2003, who elect coverage in the Traditional Plan, shall pay 25% of the cost of the premium of that Plan as established by the State Health Benefits Commission.
5. Effective July 1, 2003, employees who elect coverage in an approved HMO Plan shall pay 5% of the cost of the premium of that Plan as established by the State Health Benefits Commission.
6. Coordination of Benefits:
   a. If a husband and wife are both eligible for coverage under the State Health Benefit Program as employees:
      i. Each may elect single coverage in any participating health plan, provided that he or she is not covered under a health plan as a dependent of his or her spouse.
      ii. Each qualified dependent is eligible for coverage under one parent only.
   b. Effective July 1, 2004, Traditional Plan Deductibles increased from $100.00 to $250.00.
   c. Effective July 1, 2004, HMO/NJ PLUS Co-payments for Primary & Specialist increase from $5.00 to $10.00.
   d. Active employees will be able to use pre-tax dollars to pay contributions to health benefits under a Section 125 premium conversion option. All contributions will be by deductions from pay.
   e. Effective January 1, 1996, consistent with law, the State will no longer reimburse active employees or their spouses for Medicare Part B premium payments.
B. Prescription Drug Program
1. It is agreed that the State shall continue the Prescription Drug Benefit Program during the term of this Agreement. The program shall be funded and administered by the State. It shall provide benefits to all eligible unit employees and their eligible dependents. Each prescription required by competent medical authority for Federal legend drugs shall be paid for by the State from funds provided for the Program subject to a deductible provision which shall not exceed $5.00 per prescription or renewal of such prescription and further subject to specific procedures and administrative rules and regulations which are part of the Program.
2. Effective July 1, 2004, retail Prescription Drug co-payments increase to $10.00 for brand name and $2.00 for generic drugs, mail order co-payments to increase to $15.00 for brand name and $5.00 for generic drugs.
C. Dental Care Plan
1. Full-time employees and eligible dependents shall be eligible for the State-administered Dental Care Program.
2. Participation in the Program shall be voluntary with a condition of participation being that each participating employee authorize a biweekly salary deduction not to exceed 5% of the cost of the type of coverage elected, e.g. individual employee only, husband and wife, parent and child or family coverage.
3. Each employee shall be provided with a brochure describing the details of the Program and enrollment information and the required forms.
4. Participating employees shall be provided with an identification card to be utilized when covered dental care is required.
5. An optional Group Dental program which will provide services through specific dental clinics will be made available to employees in this unit. Participation in this program shall be voluntary with a condition that each participating employee authorizes a biweekly salary deduction not to exceed 5% of the cost of the coverage for a one-year period. Employees will be able to enroll in only one of the two programs or in no program at all.
D. Eye Care Program

1. It is agreed that the coverage under the Eye Care Program shall provide for a $35.00 payment for regular prescription lenses or $40.00 for bifocal lenses or more complex prescriptions. Included are all eligible full-time employees and their eligible dependents (spouses and unmarried children under 23 years of age who live with the employee in a regular parent-child relationship). The extension of benefits to dependents shall be effective only after the employee has been continuously employed for a minimum of sixty (60) days. Effective July 1, 2003 the eye glass benefit will increase by $5.00 pursuant to the current biannual formula.

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

3. Each eligible employee and dependent may receive only one payment for examinations and one payment for glasses during each of the 24-month period beginning July 1, 2003. Proper affidavit and submission of receipts are required of the employee in order to receive payment.

E. Intermittent Employee Health Benefits

1. An Intermittent employee who worked 750 hours or more in FY '03 or who works at least 750 hours in FY '04, will be eligible for enrollment in NJ Plus and the prescription drug program effective July 1, 2004.

2. An employee who qualifies for enrollment in NJ Plus and the prescription drug program effective July 1, 2004, shall receive benefits for the period July 1, 2004 to December 31, 2004, including periods during which the employee is furloughed.

3. To qualify for continued coverage in calendar year 2006 and in subsequent calendar years, an employee must work at least 750 hours in FY '03 and each subsequent fiscal year.

4. An employee who fails to work at least 750 hours in a fiscal year shall be ineligible for continued coverage on January 1 of the next calendar year.

5. An employee who fails to qualify for continued coverage will requalify for coverage once the employee works 750 hours.

6. An employee who does not qualify for coverage effective July 1, 2004, will qualify for coverage effective January 1, following any fiscal year in which the employee works at least 750 hours. Upon qualification for coverage, the employee will receive benefits for the entire calendar year, including periods during which the employee is furloughed.

F. Benefits Levels and Continuation of Coverage

There will be no reduction in benefits or increases in co-payments or deductibles paid by employees participating in the (a) Traditional Indemnity Plan, New Jersey Plus or an HMO, (b) Prescription Drug Plan, (c) Dental Care Plan, or (d) Eye Care Program, absent mutual agreement between the State and the Union during the term of this agreement.

H. Health Insurance in Retirement

ARTICLE 21

A. The State agrees to assume upon retirement the full cost of the Health Benefits coverage for State employees and their dependents including the cost of charges under Part B of the Federal Medicare Program for eligible employees and their spouses, but not including survivors, for employees who accrue 25 years of pension credit service, as provided under the State plan, by July 1, 1997, and those employees who retire for disability on the basis of fewer years of pension credit in the State plan by July 1, 1997.

B. Those employees who accrue 25 years of pension credit service or retire on a disability retirement during the period from July 1, 1997 through June 30, 2006 are eligible to receive the following when they retire:

1. Employees in this group who elect to enroll in the Managed Care/Point of Service (NJ Plus) or any of the approved HMO Plans shall not have to contribute to the cost of any premium for health insurance coverage.

2. Employees in this group who elect to enroll in the Traditional Plan and earn $40,000 or more in base salary in the year they retire shall pay the difference between the cost of the Traditional Plan and the average of the cost to the State of the Managed Care/Point of Service (NJ Plus) and the approved HMO Plans for health insurance coverage.

3. Employees in this group who elect to enroll in the Traditional Plan and earn less than $40,000 in base salary in the year they retire shall pay 1% of their annual base pay at retirement but not less than $20.00 a month for health insurance coverage.

4. Employees in this group who receive Medicare Part B reimbursement after retirement up to a cap of $46.10 per month per eligible employee and the employee's spouse.

C. Those employees who accrue 25 years of pension credit service or retire on a disability retirement during the period from July 1, 2000 through June 30, 2003 are eligible to receive the following when they retire:

1. Employees in this group who elect to enroll in the Managed Care/Point of Service (NJ Plus) or any of the approved HMO Plans in retirement shall not have to contribute to the cost of any premium for health insurance coverage.

2. Employees in this group who elect to enroll in the Traditional Plan shall pay 25% of the premium cost of the Traditional Plan for health insurance coverage.

3. Employees in this group who elect to enroll in the Traditional Plan shall receive Medicare Part B reimbursement after retirement up to a cap of $46.10 per month per eligible employee and the employee's spouse.

D. Those employees who accrue 25 years of pension credit service or retire on a disability retirement during the period after July 1, 2003 will be subject to the provisions of paragraph C above, unless superseded by collective negotiations or law.

E. All retirees who elect approved HMOs may choose only one family policy, regardless of retirement date.

F. Employees hired on or after July 1, 1993, will not receive any reimbursement
for Medicare Part B after retirement.
G. Employees who elect deferred retirement are not entitled to health benefits
under this provision.

ARTICLE 22

LEAVES OF ABSENCE

A. Administrative Leave-Career Service Program
1. Employees covered by this Agreement shall be entitled to three (3) days
of administrative leave of absence with pay in each calendar year.
2. Administrative leave may be used for (a) emergencies, (b) observation
of religious or other days of celebration but not holidays as defined herein, (c)
personal business or (d) other personal affairs.
3. Newly hired employees shall be granted one-half (1/2) day of
administrative leave after each full calendar month of employment to a maximum
of three (3) days during the remainder of the calendar year in which he is
employed.
4. Administrative leave shall be granted by the appointing authority
upon request of the employee and, except in emergencies, leave shall be
scheduled in advance provided the request may be granted without interference
with the proper conduct of the government function involved.
5. Priority in granting such requests shall be (1) emergencies, (2)
obseration of religious or other days of celebration but not holidays, (3)
personal business, (4) other personal affairs. Where, within a work unit, there are more
requests than can be granted for use of this leave for one of the purposes above,
the conflict will then be resolved on the basis of State seniority and the maximum
number of such requests shall be granted in accordance with the first paragraph
of 4. Administrative leave may be scheduled in units of one-half (1/2) day, or
multiples thereof and may be taken in conjunction with other types of paid leave.
6. Such leave credit shall not accumulate. Unused balances in any year
shall be cancelled.

B. Jury Duty and Witness Leave
1. An employee shall be granted necessary time off without loss of pay
when he is summoned and performing jury duty as prescribed by applicable law, or
when required to perform emergency civilian duty in relation to national defense
or other emergency when so ordered by the Governor or the President of the
United States. When his appearance is during a full calendar month of employment to a maximum
of three (3) days during the remainder of the calendar year in which he is
employed.
2. When an employee is summoned to appear as a witness before a court,
legislative committee or judicial or quasi-judicial body, unless the appearance is
to a party to the litigation in a matter unrelated to his capacity as an employee or
officer of his agency, he shall be granted necessary time off without loss of pay if
such appearance is during his scheduled work shift. Where his appearance is
within a shift period immediately contiguous to his scheduled shift, he shall be
granted compensatory time equal to the hours required for such duty.
3. In no case will this special leave be granted or credited for more than
eight (8) hours in any day or forty (40) hours in any week.
4. The employee shall notify management immediately of his requirement
for this leave, and subsequently furnish evidence that he performed the duty for
which the leave was requested.

C. Leave of Absence Due to Injury (SLI)
1. All employees covered by this Agreement who are disabled because of
job-related injury or disease may, if it is recommended by the appointing
authority and approved by the Department of Personnel, be granted a leave of
absence with pay from funds appropriated for this purpose and as provided in
State regulations.
2. Any part of the salary or wages paid or payable to an employee for
1. leaves shall be reduced by the amount of workers compensation award
under the New Jersey Workers Compensation Act for temporary disability.
3. Such leave may be granted for up to one (1) year from the date of injury
or illness and shall be based on medical or other proof of the injury or illness and
the continuing disability of the employee.
4. When such leave is granted, the employee shall not be charged ordinary
sick leave or vacation. However, if this leave (SLI) expires, the employee may
utilize sick leave or vacation if required to remain off duty.
5. If an application for SLI is rejected by the appointing authority, the
employee concerned may appeal such determination in accordance with
Department of Personnel Rules and Regulations.

D. Pregnancy-Disability Leave
1. Permanent employees covered by this Agreement, upon the submission
of acceptable medical evidence, shall be entitled to pregnancy-disability leave as
hereinafter set forth. Request for such leave will be made in writing to the
Personnel Department. Notification of the pregnancy shall be given to the
Personnel Department not later than the end of the fourth month of the
pregnancy. Except for reasons of health and safety or inability to perform her
pregnancy employee shall be permitted to work provided the attending
physician approves and so advises in writing. The utilization of earned and
accrued sick leave shall be limited only by the length of the employee's approved
disability due to pregnancy.
2. During pregnancy-disability leave, permanent employees may utilize
earned leave time (sick, vacation, administrative or compensatory) but shall not
be required to exhaust accrued leave before taking a leave without pay for
pregnancy-disability. The employee must exhaust all accrued sick leave prior to
being eligible for New Jersey Temporary Disability Insurance.

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

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

E. Military Leave

1. A permanent employee who enters upon active duty with the military or naval service of the United States or who accepts a regular commission shall be granted leave of absence for the period of such service and three (3) months thereafter.

2. A permanent employee who enters upon active duty with the military or naval service of the United States who is required to undergo annual field training or annual active duty for training shall be granted a leave of absence with pay for such period as provided by regulation. Such leave shall be in addition to regular vacation leave.

3. An employee who voluntarily continues in the military service beyond the time when he may be released or who voluntarily re-enters the Armed Forces, shall be granted a leave of absence with pay for such period as provided by regulation. Such leave shall be in addition to regular vacation leave.

4. A permanent employee who is a member of the National Guard or naval militia or of a reserve component of the Naval Reserve Forces Act of 1955 (Reserve Enlistment Program) or of a reserve component of the United States Navy, who is required to undergo annual field training or annual active duty for training, shall be granted a leave of absence with pay for such period as provided by regulation. Such leave shall be in addition to regular vacation leave.

5. A full-time provisional employee who is a member of the National Guard or naval militia or of a Reserve component of the Armed Forces of the United States who is required to undergo annual field training or annual active duty for training, shall be granted a leave of absence with pay for such period as provided by regulation.

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

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

F. Sick Leave

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

2. The State will comply with all requirements of the Federal Family Medical Leave Act (FMLA) in administering this Article and will notify all employees covered by this Agreement of their rights under FMLA.

3. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident, or exposure to contagious diseases. Sick leave may also be used for short periods because of death in the employee’s immediate family. Sick leave may also be used for the attendance of the employee upon a member of the immediate family who is seriously ill in accordance with the New Jersey Family Leave Act and the FMLA.

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

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

5. a. In all cases of illness, whether of short or long term, the employee is required to notify his superior of the reason for absence at the earliest possible time or the event or reason for illness, accident, or injury as soon as possible.

b. An employee who has been absent on sick leave for periods totaling fifteen (15) days for one (1) calendar year consisting of periods of less than five (5) days, shall submit acceptable medical evidence, but where reasonable and
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calculated and paid to his estate.

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

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

H. Continued Benefits

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

ARTICLE 23
VACATION LEAVE AND ADMINISTRATIVE LEAVE FOR UNCLASSIFIED EMPLOYEES

In accordance with applicable rules, regulations, and policies, employees serving in the unclassified service shall have an option of selecting a policy of vacation leave and administrative leave as prescribed by the State for employees in the career service or the policy of vacation leave and administrative leave for unclassified employees as determined by the Department Head. This option may be exercised no more than once on forms furnished by the Department of Personnel. The Department Head may, in his discretion, deny the request of any employee.

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

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

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

Such 12-month teachers shall be granted not less than three (3) days of professional development time for workshops and other similar nonprofit group activities in addition to time provided by statute for the professional calendar.

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

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

ARTICLE 24
LEAVES OF ABSENCE WITHOUT PAY

A. All employees covered by this Agreement, upon written application setting forth the reason, may be granted a leave of absence without pay for a maximum period of one (1) year by the appointing authority with the approval of the appropriate management official. Further leaves in exceptional situations may be granted by the appointing authority with the approval of the Department of Personnel, where it is in the public interest. The granting of a request for a leave of absence without pay will not be unreasonably withheld.

B. Leaves of Absence Without Pay: For Employees in Full-Time Union Positions

1. Leaves for Six (6) Months or More

Upon request of the Union, OER will approve an unpaid leave of absence for an employee elected or appointed to a full-time position with the Union. The leave of absence will continue for the duration of the employee's term in office or appointment or until the Union requests to terminate the leave.

2. Leaves for Less Than Six (6) Months

The Union may request a leave of absence for an employee appointed or elected to a full-time position with the Union for less than six (6) months. Such requests will not be unreasonably denied. Requests to extend leaves of six (6) months or less will not be unreasonably denied.

C. Pension Contributions

While on leave pursuant to section B of this Article, an employee may make contributions to the appropriate State pension system and will receive service credit for the time the employee is on an unpaid leave.

D. Right to Return to Previously Held Title

An employee on leave pursuant to section B of this Article, will have the right to return to his or her previously held title in the department or on the staff to which the employee was employed immediately prior to the leave. The State will be notified of such return, ten (10) days in advance.

ARTICLE 25
UNION RIGHTS AND REPRESENTATIVES

A. Access to Premises

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

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

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

B. Leave of Absence for Union Activity

1. The State agrees to provide leaves of absence with pay for designees of the Union to attend Union activities. A total of 785 days of such leave may be used during the period July 1, 2005 through June 30, 2006; and 785 days during the year July 1, 2006 through June 30, 2007.

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

C. Bulletin Boards

1. In central locations and in work areas where there are large numbers of employees covered by this Agreement, the State will make space available on existing bulletin boards which space will be for the exclusive use of the Union.

2. Appropriate material on such bulletin boards shall be posted and removed by representatives of the Union. The material shall not contain any material promoting or opposing any candidate for any office or for any political party, or any union or labor organization. Material which violates provisions of this Article shall not be posted. Material to be posted will contain the following:

   a. Union elections and results thereof;
   b. Union appointments;
   c. Union meetings;
   d. Social and recreational events of the Union.

3. The space provided on each bulletin board will minimally approximate 30" by 30" or an equivalent. If the Union desires bulletin boards at other locations, then it may request permission to provide its own bulletin boards. Approval of such request shall conform to State standards and will not be unreasonably withheld by the State.

4. Leave of Absence for Union Activity and approval shall be at the discretion of departmental management based upon operational considerations and/or the exceptional nature of the grievance.

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

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

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

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

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

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1. The State agrees to provide leaves of absence with pay for designees of the Union to attend Union activities approved by the State. A total of 785 days of such leave of absence without pay may be used during the period July 1, 2005 through June 30, 2006; and 785 days during the year July 1, 2006 through June 30, 2007.

2. The State agrees to provide leaves of absence with pay for designees of the Union to attend Union activities approved by the State. A total of 785 days of such leave of absence without pay may be used during the period July 1, 2005 through June 30, 2006; and 785 days during the year July 1, 2006 through June 30, 2007.

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

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2. Appropriate material on such bulletin boards shall be posted and removed by representatives of the Union. The material shall not contain any material promoting or opposing any candidate for any office or for any political party, or any union or labor organization. Material which violates provisions of this Article shall not be posted. Material to be posted will contain the following:

   a. Union elections and results thereof;
   b. Union appointments;
   c. Union meetings;
   d. Social and recreational events of the Union.

3. The space provided on each bulletin board will minimally approximate 30" by 30" or an equivalent. If the Union desires bulletin boards at other locations, then it may request permission to provide its own bulletin boards. Approval of such request shall conform to State standards and will not be unreasonably withheld by the State.

4. Leave of Absence for Union Activity and approval shall be at the discretion of departmental management based upon operational considerations and/or the exceptional nature of the grievance.

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

6. This additional leave of absence without pay is to be used under the same conditions and restrictions expressed in connection with leaves of absence with pay.
The following understanding shall apply to all State Department except

in the care and custody of the State, where such announcements may be inappropriate.

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

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

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

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

The following understanding shall apply to all State Department except

in the care and custody of the State, where such announcements may be
inappropriate.

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

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

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

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

1. Orientation Sessions
The following understanding shall apply to all State Department except

in the care and custody of the State, where such announcements may be
ARTICLE 26

ACCESS TO PERSONNEL FILE

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

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

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

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

ARTICLE 27

SENIORITY

1. Definition

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

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

2. Permanent Employee

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

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

C. A break in continuous service occurs when an employee resigns, is discharged for cause, retires or is laid off, however, employee State and job classification seniority accrued prior to layoff shall be continued upon recall and reemployment and the provisions of Article 28 shall apply.

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

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

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

3. Provisional and Probationary Employees

A. Provisional and probationary employees (serving working test period), who have accrued State and job classification seniority under Section 1 above as another permanent position shall be considered to have the State and job classification seniority previously accumulated and shall continue to accumulate such State and job classification seniority as long as such previous permanent status is maintained, subject to any break in service and provided that with reference to job classification seniority the continuation of accumulation is predicated on the determination of the Department of Personnel that the positions are in the same or appropriately related job class series.

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

C. Provisional appointments will not be made except in the case of an emergency as provided in N.J.S.A. 11A:14-3h. Where an examination is required, such will be scheduled at the earliest possible time.

**ARTICLE 23**

**LAYOFF AND RECALL - CAREER SERVICE**

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

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

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

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

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

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

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

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

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

J. Permanent employees will be recalled in the reverse order in which they were laid off by the appointing authority, subject to the limitation that these permanent employees who were laid off first for reason of an unsatisfactory performance rating or whose layoff is predicated on the determination of the Department of Personnel during a layoff shall be continued on a previously established promotional list in accordance with their seniority credits. Notice of recall will be made in writing by mail to the employee and the employee's home address on record.

K. 1. An employee who is recalled must respond within fifteen (15) calendar days of the date of receipt of the notice of certification for recall or within ten (10) days of the date of mailing or be considered to have abandoned his recall rights.

2. An employee recalled to an office under or equivalent job classification must report for reinstatement or be considered to have abandoned his recall rights.

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

4. An employee who is demoted in accordance with the regulations of the Department of Personnel during a layoff shall be considered, subject to the limitation that those permanent employees who were laid off first for reason of an unsatisfactory performance rating, to have the seniority rights within their job classification or to equated or lower rated job classifications as provided.

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

6. Permanent employees will be recalled in the reverse order in which they were laid off by the appointing authority, subject to the limitation that these permanent employees who were laid off first for reason of an unsatisfactory performance rating or whose layoff is predicated on the determination of the Department of Personnel during a layoff shall be continued on a previously established promotional list in accordance with their seniority credits. Notice of recall will be made in writing by mail to the employee and the employee's home address on record.
Layoff and Recall for Unclassified and Provisional Employees

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

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

2. The Union shall be given a general notice of layoff at least forty-five (45) calendar days, prior to the layoff.

3. The State will supply the Union with relevant data concerning the layoff through the Department of Personnel.

4. The appointing authority shall not be required to recall employees who were laid off due to programmatic changes.

5. If, during the term of this Contract, the State contracts out or subcontracts work normally performed by employees covered by this Contract, such contracting out shall begin and the State will discuss with the Union any decision to subcontract work normally performed by employees covered by this Contract, based on solely fiscal reasons when it is apparent that employees will be laid off as a direct result of the subcontracting.

6. When a determination is made to reorganize an entire local State office or a larger Departmental entity, the Union shall be notified of such reorganization and such action results in layoff or demotion, employees affected will be given every priority available to continue their employment within their classification or any other position available for which they are qualified, prior to layoff or demotion. Any employee thus affected will be protected by the layoff and recall procedures of the Contract and by any relevant laws, rules and regulations.

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

8. The State will discuss with the Union any decision to subcontract work normally performed by employees covered by this Article. Failure to comply with any element of this Article shall not result in delay in the effectuation of the layoff, and any errors identified with respect to the application of this Article shall be corrected on a prospective basis only.

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

ARTICLE 20

Layoff and Recall for Unclassified and Provisional Employees

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

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

2. The Union shall be given a general notice of layoff at least forty-five (45) calendar days, prior to the layoff.

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

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

5. Where, in the judgment of management, the elements set forth in paragraph 4 above do not distinguish employees affected by the reduction in force significantly, the State shall begin to arrange job classification seniority lists. For purposes of this article, an employee's job classification seniority list shall continue to accumulate until there is a break in service. An employee's job classification seniority list shall be amended and again begin to accrue immediately upon the employee's return to full employment status in the same job title in which he had been serving prior to the layoff. Job classification seniority shall continue to accumulate until there is a break in service. Employees who are reinstated due to improper application of this Article shall not suffer any loss of seniority accrual.

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

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

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

B. Procedure

The appointing authority shall simultaneously notify by regular mail or
and collectible private insurance in the amount of $150,000 for each person and $500,000 for each accident for personal liability and $50,000 property damage for each accident unless and until legislation is passed which requires the State to indemnify and hold harmless their employees for personal injuries and property damage caused by the negligence of said employees while operating their privately owned vehicles on the authorized business of the State.

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

B. Reimbursement

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

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

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

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

5. In consideration of these conditions, whenever an employee accumulates authorized expenses of one hundred dollars ($100.00) or more, that employee may exercise an option to submit an appropriate voucher with documentation for payment without regard to the ordinary monthly schedule. Further, where authorized monthly expenses are less than ten dollars ($10.00) but such accumulation shall be processed beyond three (3) successive months.

6. Employees authorized to use a privately owned vehicle for State business may elect not to transport other employees of the State except that this shall not be continued beyond three (3) successive months.

7. In exceptional circumstances, whenever an employee accumulates authorized expenses of one hundred dollars ($100.00) or more, the State shall be reimbursed on a monthly basis when circumstances seem to warrant. Such requests if endorsed by appropriate management and approved by the State official at the local motor pool will be forwarded to the Central Motor Pool for authorization. The issuance of credit cards shall be within conditions and criteria established by the supervisor of the Central Motor Pool.

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

ARTICLE 32

HEALTH AND SAFETY

A. The State shall continue to make reasonable provisions for the safety and health of its employees during the hours of their employment. The State will discharge its responsibility for the development and enforcement of occupational safety and health standards to provide a safe and healthful environment in accordance with PEOSHA and any other applicable statutes, regulations or guidelines published in the New Jersey Register which pertains to health and safety matters. The State will set up necessary job safety and health programs for all employees covered by this Agreement and shall provide a reasonably safe and healthful place of employment for all employees.

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

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

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

1. In order to provide continuity of scheduled work by an employee who is regularly authorized to use a privately owned vehicle for State business and in the event such vehicle is damaged or otherwise inoperable and undergoing major repairs such employee may request temporary use of a State owned vehicle from the State Department of Motor Vehicles to which the vehicle was assigned for up to three (3) days and such period may be extended if required.

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

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

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

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

6. Employees may request the issuance of State credit cards when circumstances seem to warrant. Such requests if endorsed by appropriate management and approved by the State official at the local motor pool will be forwarded to the Central Motor Pool for authorization. The issuance of credit cards shall be within conditions and criteria established by the supervisor of the Central Motor Pool.
department and agency of the State will appoint a health and safety coordinator
who will have the power to investigate employee health and safety complaints.
and who shall have the authority to recommend to the Commissioner or higher
designee the issuance of stop work orders when there is an imminent threat to
employee safety or health. The Commissioner or higher designee shall act on
the recommendation within a reasonable period of time. Health and safety
coordinators will report directly to department or agency heads or their
designees. The Union will be provided with the names of all health and safety
coordinators. 
E. If an employee incurs an on-the-job injury during regular hours of
employment requiring professional medical attention, the State will expedite such
medical treatment by calling for an ambulance, if required, or providing
transportation to a recognized medical facility when the injured employee can be
moved.
F. I. a. The State and the Union shall establish a Joint Safety and Health
Committee for the purpose of discussing safety and health problems, hazards
and/or programs in an effort to develop recommendations for the improvement
or modifications of conditions regarding health and safety. It is
appropriate for the committee to handle issues of a Statewide and local nature.
The committee shall be attended by one (1) unit member appointed by the Unit
and representatives from the State and the appropriate operating department(s).
At the request of either party, the committee shall be scheduled to meet at a
mutually convenient time and place biannually. In emergent situations, additional
meetings may be convened upon the mutual agreement of the parties. Where
there is a mutual agreement to do so, special safety meetings may be scheduled at
work locations. None of these meetings are intended to bypass the grievance
procedure nor be considered collective negotiations sessions. Any program
instituted, as the result of any meeting shall be considered experimental and not
constitute a binding practice unless the parties specifically agree in writing.
ii. The party requesting the meeting shall submit a written agenda of the meeting
prior to convening the meeting except where an emergent situation warrants a waiver of
the requirement. The agenda shall include a list of the suggested topic(s) to be discussed at least fifteen (15) working days prior to
the meeting except where an emergent situation warrants a waiver of
the requirement. The agenda shall be provided to the other party at least fourteen
(14) working days prior to the meeting along with any documents or reports that
are relevant to the topic(s) listed on the agenda. Complaints of unsafe or
unhealthy conditions shall by accompanied by written documentation when
available.
3. Where reasonably possible, all committee meetings shall take place during
working hours and employee shall suffer no loss of pay as a result of
attendance at such meetings.
4. This provision shall not be construed as conveying any additional
liabilities upon either party with regard to health or safety.
G. 1. References to safety are intended to include a concept of reasonable
personal security and protections, which shall be maintained to assure employees
against physical harm.
2. It is understood that references to safety and health hazards and
conditions of work referred to in this article are not intended to include those
hazards and conditions which are an ordinary characteristic of the work or are
reasonably associated with the performance of an employee's responsibilities and
duties. However, this is not intended to eliminate the State's general obligations
for the safety and health of such employees as set forth in other provisions of the
Article.
3. Notice of proposed worksite relocations or renovations shall be provided
to the Union. The State agrees to meet with the Union concerning the impact of
such relocations and renovations upon health and safety conditions and other
terms and conditions of employment.
4. Pursuant to the State's contractual Health and Safety Committees, the
State agrees to set up meetings with the Union to discuss security concerns of
field workers and to recommend safeguards as to field workers. Additionally,
meetings will also be held to discuss workplace security issues.

II. VIDEO DISPLAY TERMINAL OPERATORS
1. Full-time employees who operate VDT machines on a full-time basis
shall be eligible for annual eye exams. Such employees shall be eligible for

2. The State and the Union shall establish Departmental Health and Safety
Committees. These committees shall consist of representatives from the
Department and representatives from the Local Union who are not in the active
employment of the State. The Union may also name one (1) unit employee
representative attend such meetings. Such employee representative shall
be released only for the purpose of attending his/her department's scheduled
meeting. The purpose of the Joint Committee meetings is to provide the parties
the opportunity to raise and discuss important Departmental health and safety
matters and to make recommendations concerning improvements or
modifications of conditions regarding health and safety. Department committee
meetings may be scheduled at the request of either party. The party requesting
the meeting shall submit a written agenda of the meeting not less than fourteen
(14) working days prior to the meeting along with any documents or reports that
are relevant to the topic(s) listed on the agenda. Complaints of unsafe or
unhealthy conditions shall be accompanied by written documentation when
available.
3. Where reasonably possible, all committee meetings shall take place during
working hours and employee shall suffer no loss of pay as a result of
attendance at such meetings.
4. This provision shall not be construed as conveying any additional
liabilities upon either party with regard to health or safety.
5. It is understood that references to safety and health hazards and
conditions of work referred to in this article are not intended to include those
hazards and conditions which are an ordinary characteristic of the work or are
reasonably associated with the performance of an employee's responsibilities and
duties. However, this is not intended to eliminate the State's general obligations
for the safety and health of such employees as set forth in other provisions of the
Article.
6. Notice of proposed worksite relocations or renovations shall be provided
to the Union. The State agrees to meet with the Union concerning the impact of
such relocations and renovations upon health and safety conditions and other
terms and conditions of employment.
7. Pursuant to the State's contractual Health and Safety Committees, the
State agrees to set up meetings with the Union to discuss security concerns of
field workers and to recommend safeguards as to field workers. Additionally,
meetings will also be held to discuss workplace security issues.
Where a loss or damage to personal property is sustained as a result of work available, if a reassignment is not available, the employee may be given a waiver of tuition. The Union shall be provided with a published description of the tuition aid program, if available. Applications for tuition aid and determinations concerning the approval and conditions for payment shall be in accordance with the Merit System Rules.

ARTICLE 35

EMERGENCY WORK

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

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

2. The work involved must be for emergency maintenance, replacement or repair of equipment or mechanical devices which are vital to the operation of an institution, agency, or other function of the State, and such work must be necessitated by damage or failure resulting from storm, floods, explosions, sudden unexpected catastrophes or like causes; and

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

4. In winter weather conditions, codes C, D, and E are to be used exclusively for emergency work performed in excess of normal work hours related to winter weather conditions such as snow removal and ice control.

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

   A. Supervisors exclusively in the Department of Transportation's Trenton Emergency Control Center during all emergency situations, including winter weather conditions. The rate of $32.76 per hour is authorized and known as the Emergency Rate Code 9.

   B. Employees who are engaged in manual or unskilled work as by use of shovels, picks, axes, choppers, etc., the rate of $21.75 per hour is authorized and known as Emergency Rate Code 6.

   C. Employees who perform semi-skilled work including the operation of mechanized equipment such as trucks, plows, light graders, backhoes, etc., at a rate of $27.76 per hour is authorized and known as Emergency Rate Code 5.

   D. Employees who perform skilled work including the operation of heavy equipment or those employees who are assigned to be in charge of or supervise either semi-skilled or unskilled workers or both, the rate of $35.74 per hour is authorized and known as Emergency Rate Code 4.

   E. Employees who supervise skilled workers or mixed teams of skilled, semi-skilled and/or unskilled employees, the rate of $36.84 per hour is authorized.
6. Supervisors who are in charge of a local area or district emergency operations, the rate of $42.63 per hour is authorized and known as Emergency Rate Code 2.

7. Supervisors who are in charge of emergency operations on a Statewide or regional level within a department with operations going on in several areas throughout the State, the rate of $49.37 per hour is authorized and known as Emergency Rate Code 3.

8. Employees who supervise and/or assist in the supervision of sectional or area crews will have an hourly rate of $39.57 per hour and such work shall be known as Code Rate C.

9. Employees who operate heavy duty equipment, such as track, front end loaders, end loaders mounted snow blowers, perform mechanical repair work; supervise the distribution of inventory parts for emergency operations; perform skilled labor involved in the repair of equipment; or act as Department representatives assigned to snow removal activities shall have an hourly rate of $35.96 per hour and such work shall be known as Code Rate D.

10. Employees who operate "walk behind" snow blowers, graders, front end loaders, trucks, snow plows, material spreaders, compressors, and other mechanized equipment, make or assist in making mechanical or electrical repairs; distribute or assist in the distribution of inventory parts for emergency operations; handle radio communications consoles at base radio stations or assist in State or district control center operations shall have an hourly rate of $33.70 per hour and such work shall be known as Code Rate E.

ARTICLE 36

TRANSFER AND REASSIGNMENT

A. Transfer

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

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

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

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

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

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

   e. The rights of an employee who has involuntarily transferred shall not be adversely affected but he shall retain any right to the unit from which he has been transferred except that if he is on a promotion eligible list, his name shall be retained on the promotion eligible list for the unit from which he has been transferred until he has had an opportunity to take a promotional examination in his new unit and the resultant list has been promulgated. Nothing herein is intended to diminish the rights of employees resulting from a layoff.

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

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

      a. Upon voluntary transfer, all accrued compensatory time will, at the discretion of the State, be transferred with the employee taken as time off prior to transfer or paid in cash to his place of employment.

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

   h. When accepted for transfer by an organizational unit or department, the request for transfer shall not be unreasonably withheld by the organizational unit or department where the individual is employed.
4. An employee may request a transfer through his personnel officer.

B. Reassignment

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

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

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

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

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

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

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

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

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

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

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

C. Special Requests

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

D. Reassignment for Union Officers and Stewards

1. The State and the Union recognize that Union Officers and Shop Stewards hold in their relationship to their jobs a need for continuity in the assigned shift and jurisdiction, which exceeds that of other follow employees. It is agreed, therefore, that these Union Officers and Stewards shall not be unreasonably reassigned outside of their established jurisdiction.

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

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

ARTICLE 37

PRESENTATION OF AGREEMENT TO EMPLOYEES

Printing of Agreement

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

ARTICLE 38

UNEMPLOYMENT COMPENSATION AND DISABILITY

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

B. The State agrees to include eligible employees in this unit in the State of New Jersey Temporary Disability Plan. That is a shared cost plan, which provides payments to employees who are unable to work as the result of non-

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work connected illness or injury and who have exhausted their accumulated sick leave.

ARTICLE 39
MAINTENANCE OF BENEFITS, EFFECT OF AGREEMENT AND COMPLETE AGREEMENT
A. Maintenance of Benefits
The fringe benefits, which are substantially uniform in their application to employees in the unit, and which are currently provided to those employees, such as the Health Benefits Program, the Life Insurance Program and their like, shall remain in effect without diminution during the term of this Agreement unless modified herein or by subsequent agreement of the parties.

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

C. Complete Agreement
The State and the Union acknowledge this and any Memoranda of Understanding attached hereto to be their complete Agreement inclusive of all negotiable issues whether or not discussed and hereby waive any right to further negotiations except as may otherwise be provided herein or specifically reserved for continued negotiation by particular reference in memorandum of understanding pre-dating the date of signing of the Agreement and except that proposed new rules or modifications of existing rules governing working conditions shall be presented to the Union and negotiated upon the request of the Union as may be required pursuant to Chapter 503 of the Laws of New Jersey, as amended.

ARTICLE 40
PRESERVATION OF RIGHTS
Notwithstanding any other provision of this Agreement, the parties recognize and agree that they separately maintain and reserve all rights to utilize the processes of the Public Employment Relations Commission and to seek judicial review of any and all claims or defenses in legal actions surrounding such proceedings as unfair practices, scope of negotiations, enforcement of or modification of arbitration awards, issues of arbitrability and specific performance of the Agreement.

ARTICLE 41
EFFECT OF LAW
A. Legislative Action
1. If any provision of this Agreement require legislative action, or require adoption or modification of the rules and regulations of the Department of Personnel to become effective, or require the appropriation of funds for their implementation, it is hereby understood and agreed that such provisions shall only become effective upon the necessary legislative action or rule modifications is enacted, and that the parties shall jointly seek the enactment of such legislative action or rule modifications.

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

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

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

ARTICLE 42
NOTICES
For the purpose of giving notice as provided herein, the State may be notified through the Director, Office of Employee Relations, Governor's Office, State House, 4th floor, PO Box 228, Trenton, New Jersey, 08625, and the Union through the Communications Workers of America, 134 Franklin Corner Road, Suite 201, Lawrenceville, New Jersey 08648-2527.
ARTICLE 43

TERM OF AGREEMENT AND NEGOTIATIONS PROCEDURE

A. Term of Agreement

1. This Agreement shall become effective on the date when the Union presents written certification of proper ratification to the State and shall remain in full force and effect until June 30, 2007. The certification shall be effective if delivered to the State within thirty (30) days of the signing of the Agreement.

2. The Agreement shall be renewed from year to year thereafter unless either party shall give written notice of its desire to terminate, modify or amend the Agreement. Such notice shall be by certified mail prior to October 1, 2006 or October 1 of any succeeding year for which the Agreement has been renewed.

B. Negotiations Procedure

1. The parties agree to enter into collective negotiations concerning a successor Agreement to become effective on or after July 1, 2007, subject to the provisions of paragraph A above.

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

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MEMORANDUM OF UNDERSTANDING 1

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

- Department of Personnel Rules
- Promotion
- Job Posting and Announcements - Career Service
- Department of Personnel Exams
- Leaves of Absence (Paragraph A in the Professional, Primary Level Supervisors and Higher Level Supervisors Contracts; and Paragraph F in the Administrative and Clerical Services Contract)
- Seniority
- Layoff and Recall - Career Service

MEMORANDUM OF UNDERSTANDING 2

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

B. Disputes concerning whether part-time employees are eligible for coverage under any provision of the Agreement between the parties, or the terms and conditions of the coverage, shall be deemed to be a B.1.b (non-contractual) grievance and shall not be eligible for Step Three arbitration.

APPENDIX 1

STATE COLLEGES TUITION WAIVER PROGRAM

A. The tuition waiver program provides tuition assistance to employees who take approved courses at the college where they are employed on their own time. The intent of the program is to fulfill the needs of the State college sponsoring the aid, State government as a whole and to enhance employee development. Each college shall determine its needs and waive tuition for employees engaged in an approved course of study.

B. Each State College shall prepare a tuition aid plan at the beginning of each fiscal year with consideration given to affirmative action responsibilities. The plan shall specify:

1. Employee eligibility which is limited to full-time, permanent employees in the classified and unclassified services with exceptions granted on a case by case basis by the college;
2. Internal application procedure;
3. Maximum amount of aid available per person not to exceed $1,000.00 or the cost of twelve credits, whichever is greater, per semester or education program;
4. Acceptable academic grades for waiver of tuition;
5. Eligible costs; and
6. A procedure to notify employees of approval or disapproval.

C. Employees who do not satisfactorily complete courses for which tuition waiver had been granted, shall be required to reimburse the College for all waived costs. Until such reimbursement has been made, no further waivers will be available to that employee.

D. It is understood that major programmatic changes shall not be made without negotiating with the Union whenever that obligation would exist.

E. Additional criteria for determining eligibility within the program may be established by the College.

F. When an employee is on an approved program of study under the tuition waiver program, that employee may elect to take courses under that study program either at the State College where the employee works, or at another State College if such course is available there. Courses taken at another State College are subject to the same contractual requirements as the courses taken at the College where the employee works.
APPENDIX 2
UNIT ELIGIBILITY FOR INTERMITTENT EMPLOYEES PERFORMING ADMINISTRATIVE AND CLERICAL WORK, PROFESSIONAL WORK, OR PRIMARY LEVEL SUPERVISORY WORK

A. Employees Voting in the Election

Intermittent employees shall be in the unit if the employee works at least the stipulated number of hours during each payroll quarter within the calendar year. An employee must work 208 hours during the payroll quarters beginning nearest January 1 and July 1 and 242 hours during the payroll quarters beginning nearest April 1 and October 1.

1. If an employee fails to work the required hours within a calendar year quarter, that employee shall be removed from the unit at the beginning the next quarter, unless the provisions of C are applicable.
2. An employee removed from the unit due to not meeting the quarterly hours requirement, shall be reinstated to the unit by working 69 hours during a period consisting of two consecutive bi-weekly pay periods and continuing to work 69 hours in each subsequent two bi-weekly payroll periods until the next quarter begins. The employee would be readmitted into the unit the first bi-weekly pay period subsequent to qualifying as above. When the employee resumes the quarterly rotation, the employee shall be expected to continue to work the required hours to remain in the unit.

B. New Employees

1. New employees shall enter the unit after having worked 208 hours during six consecutive pay periods and must continue to work at least 69 hours for each subsequent two bi-weekly payroll periods preceding the start of a calendar year quarter.
2. After entering the quarterly calendar cycle, employees must work the required hours a quarter.
3. Failure to work the required hours a quarter would trigger the provision outlined in A.1. and 2., unless the provisions of C are applicable.

C. Furloughed Employees

1. Employees who were in the unit but were furloughed due to operational requirements shall automatically be placed back in the unit upon their return from furlough.
2. Such employees would be expected to work 69 hours for each two consecutive bi-weekly pay periods during the time an employee works prior to the start of a quarterly cycle.
3. The employee must continue to work the required hours a calendar year quarter to continue in the unit.
4. Employees who work less than the required hours a calendar year quarter would trigger the provision outlined in A.1. and 2.
5. The period of furlough shall be removed from the computation of hours worked in any period and the requirement prorated. As an example — if an employee is furloughed during a calendar quarter the required hours for the quarter would be reduced by 35 hours for each bi-weekly pay period the employee is furloughed.
APPENDIX 3

SIDE LETTER OF AGREEMENT #1

Access to Premises

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

SIDE LETTER OF AGREEMENT #2

Access to Premises

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

SIDE LETTER OF AGREEMENT #3

Additional Titles to the Clothing Allowance

The parties agree that employees serving in the list of titles set forth below and who meet the eligibility requirements otherwise set forth in Article 6, Section 16, Clothing Maintenance Allowance, (with the exception of the requirement of receiving the clothing maintenance allowance in fiscal year 2002/2003), shall be entitled to receive a clothing allowance as contractually set forth in the above mentioned article effective in fiscal year 2003/2004. These titles shall be added to the list of titles already eligible to receive the clothing maintenance allowance:

1. Prof. Serv. Spec. 2 Facilities (P-81227)
2. Prof. Serv. Spec. 3 Computer (P-81228)
3. Prof. Serv. Spec. 4 Computer (P-81229)
4. Prof. Serv. Spec. 4 Facilities (P-81230)
5. Computer Operator 1, HE (A-53394)
6. Computer Operator 1, OIT (A-53395)
7. Computer Operator 2, HE (A-53396)
11. Technical Oper. Analyst CATV (P-15301)
12. Area Supervisor Bridge Operations (S-40355)
13. Supervisor Supply Support Oper. (S-43875)
14. Principal Engineer Mechanical (R-16991)
15. Senior Engineer Mechanical (R-16993)
16. Head Microfilm Machine Operator (R-22923)
17. Head Vault Clerk (S-20623)
18. Supervisor Motor Carrier Inspect., Inv. (S-13336)
19. Asst. Supervisor Fingerprint Tech. Unit (R-45014)
20. Supervisor Fingerprint Tech. Unit (S-45035)
21. Field Investigator Institutionalized Elderly (P-60276)
22. Field Investigator, Nursing Care Instnl. Elderly (P-60280)
23. Chemist Trainee (P-01350)
24. Principal Environmental Technician (R-59976)
25. Principal Environmental Technician, Water Resources (R-59976D)
26. Interpretive Spec. 4 (R-54399)
27. Resource Interpretive Spec. 3 (P-54398)
28. Resource Interpretive Spec. 2 (P-54397)
29. Resource Interpretive Spec. 2, Natural (P-54406C)
30. Resource Interpretive Spec. 2, Historic (P-54406D)
31. Resource Interpretive Spec. 1 (P-54406)
32. Resource Interpretive Spec. 1, Natural (P-54406C)
33. Resource Interpretive Spec. 1, Historic (P-54406D)
34. Research Scientist 2, Chemistry (P-03163C)
35. Public Information Assistant (P-54452)
36. Public Information Trainee (P-54450)
37. Environmental Engineer Trainee (P-16139)
38. Environmental Scientist 1, Cons. & Envir. Health Svs. (R-15874)
39. Environmental Scientist 1, Cons. & Envir. Health Svs. (R-15874F)
40. Environmental Scientist 1, Health & Sr. Svs. (R-15874D)
41. Environmental Scientist 1, Water Resources (R-15874C)
42. Environmental Scientist 2 (P-15873)
43. Environmental Scientist 2, Health & Sr. Svs. (P-15873F)
44. Environmental Scientist 2, Water Resources (P-15873D)
45. (Environmental Scientist 3 (P-15872)
46. Entomologist 1 (P-02472)
47. Entomologist 2 (P-02473)
48. Supervising Entomologist (S-02473)
49. Research Scientist, Microbio. (P-03163D)
50. Research Scientist, Microbio. (P-03163D)
51. Safety Coordinator (WSA) (A-no code)
52. Supervisor Public Safety, Telecom. (R-03865)
53. Diet/Ther Specialist (P-02666)
54. Teacher 1, JJC & DOC (P-75293)
55. Teacher 2, JJC & DOC (P-75294C)
Effective July 1, 2004, 500 additional employees will be eligible for the clothing allowance.

SIDE LETTER OF AGREEMENT #4
Agency Fee

The State and the Union are contracting parties in an agreement concerning wages and terms and conditions of employment for the period July 1, 2003 through June 30, 2007. One article of that agreement embodies a condition whereby employees are required to pay a representation fee to the Union. As a condition of the continuance of that requirement, it is understood that the Union will provide relevant financial information to employees and maintain its demand and return system in such manner as to be in accord with the then current law and determinations by the U.S. Supreme Court in all related matters but specifically with regard to expeditious response, provision of required information and the preservation of individuals' constitutional rights; and further, it is understood that any rules or regulations promulgated by the New Jersey Public Employment Relations Commission concerning this matter will be abided by in the administration of the program.

SIDE LETTER OF AGREEMENT #5
Alternate Workweek

When an Alternate Workweek Program is put forward by a Department or requested by the Union, the State, through the Governor's Office of Employee Relations and the Union, shall meet to discuss the parameters of such a program. If the parties agree to proceed with an alternate workweek program in a particular Department or division within a Department, the State recognizes its obligation under the New Jersey Employer-Employee Relations Act to negotiate on negotiable terms and conditions of employment. The parties equally recognize that certain subjects within an alternate workweek program are preempted by Statute and/or regulations from negotiations. The parties equally recognize that certain subjects within an alternate workweek program are preempted by Statute and/or regulations from negotiations. The parties equally recognize that certain subjects within an alternate workweek program are preempted by Statute and/or regulations from negotiations. The parties equally recognize that certain subjects within an alternate workweek program are preempted by Statute and/or regulations from negotiations. The parties equally recognize that certain subjects within an alternate workweek program are preempted by Statute and/or regulations from negotiations. The parties equally recognize that certain subjects within an alternate workweek program are preempted by Statute and/or regulations from negotiations. The parties equally recognize that certain subjects within an alternate workweek program are preempted by Statute and/or regulations from negotiations.

Any agreement the parties may reach as to an alternate workweek program must be approved by the Department of Personnel as per their jurisdiction under N.J.S.A. 11A:5-8.59q.

SIDE LETTER OF AGREEMENT #6
Department of Human Services

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

2. At State institutions of the Department of Human Services, the State will provide a thirty (30) minute period during the employee's orientation period to allow a non-State employee representative of the Union to meet and explain the Union's responsibilities. The non-State employee representative of the Union may be present during such orientation period, one (1) unit employee of the institution designated by the Union may be allowed to make such presentation to a maximum of twelve (12) times per year. Any employee so released pursuant to this paragraph for the purpose of addressing employees during orientation shall only address employees whose titles are contained in the same negotiating unit as the employee making the presentation.

3. Upon the request of the Union at an institution in the Department of Human Services, a Labor/Management meeting shall be scheduled by management sometime during the second week of March, June, September and December. The quarterly meetings are to discuss local contract administration problems and improve communications. The Union shall designate one (1) employee from the Administrative and Clinical Services, Professional, Primary Level Supervisors and Higher Level Supervisors Units in order to attend such meetings. Meetings shall be up to one-half (1/2) day in duration. Either party may request a meeting and shall submit a written agenda of the topics to be discussed at least seven (7) days prior to such meeting. Employee representatives who attend such meetings shall be granted time off to attend without loss of pay. If any employee representative who attends the meeting is scheduled to work on another shift on the date of said meeting or attends the meeting on his normal day off, he/she shall be granted time for the absence at the meeting.

This letter shall expire on June 30, 2007 unless the parties mutually agree to an extension.

SIDE LETTER OF AGREEMENT #7
Special Response Unit (SPRU), DYFS

The State and the Communications Workers of America, AFL-CIO agree that when DYFS workers who are represented by CWA for work for the Special Response Unit (SPRU), they continue to be represented by CWA.
parties agree that the status quo concerning selection and policies and procedures will remain unchanged.

**SIDE LETTER OF AGREEMENT #8**

Department of Military and Veterans Affairs  
Alternate Workweek for Employees  
Performing Fire-fighting Duties

The Alternate Workweek Program currently in place at the Department of Military and Veterans Affairs, which affords employees in the titles Staff Officer 3, Staff Assistant 1, and Staff Assistant 2, that perform fire-fighting services at the Atlantic City Air Base shall, for the duration of this contract, remain in place as is, as per the November 10, 1993 agreement between the State of New Jersey, Office of Employee Relations, and the Communications Workers of America. The July 19, 1994 letter from the Department of Military and Veterans Affairs to the Communications Workers of America shall also continue for the duration of this contract as is.

This side letter of agreement expires on June 30, 2007.

**SIDE LETTER OF AGREEMENT #9**  
Dignity

In order to resolve an outstanding dispute concerning Article 2, section C-6, commonly referred to as the dignity clause, it is agreed that where an issue or issues in a dignity grievance may be covered by another article in the contract, or by direct appeal to the Department of Personnel, those issues shall be severed from the dignity grievance and appealed under the appropriate contract provision, or by appeal to the Department of Personnel as a means of resolving those aspects of the grievance.

The dignity grievance, if still viable, shall then proceed under Article 2, section C-6 of the contract.

**SIDE LETTER OF AGREEMENT #10**  
DOT Mileage

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

**SIDE LETTER OF AGREEMENT #11**  
Union Rights

The Union and OER will develop a voucher system to replace current method of tracking the use of paid union leave. The new system will entail the use of numbered vouchers, with each voucher representing one half paid day. Requests for the use of paid union leave days will be made to the department labor relations coordinator at least ten (10) days in advance. Approval for the use of paid union leave days will not be unreasonably withheld. If the labor relations coordinator denies a request for paid union leave, the Union may appeal to OER. The Union will distribute and sign the voucher of the worker attending a union activity and the voucher will be submitted by the worker to the department.

**SIDE LETTER OF AGREEMENT #12**  
Pending PAR Appeals

The Union agrees to withdraw all pending PAR appeals that do not adversely impact the rights of employees. All appeals that are not withdrawn will be submitted to mediation in accordance with a procedure to be agreed upon by the parties. Appeals that are not resolved through mediation may be submitted to arbitration pursuant Article 4.

**SIDE LETTER OF AGREEMENT #13**  
Health Care Cost Containment Committee

1. The STATE and the CWA agree to continue the labor-management cost containment committee. All costs associated with implementing the committee's objectives that are mutually agreed to by union and management shall be borne by the State. The term health insurance carrier shall include all providers of health services for represented employees, including HMOs and plan administrators. The Joint Union/Management Committee with equal representation of management and the Union shall be established. The committee shall:
   a. Conduct an ongoing study of activities which have the potential of limiting health plan costs without shifting costs to workers or otherwise reducing levels of benefits or quality of care. The study shall develop recommendations for measures to hold insurance carriers and administrators accountable for controlling health care costs.
   b. Conduct an ongoing review of any cost control programs agreed upon in the health care benefit contract. In performance of its duties, the Committee may have direct access to representatives of all health plan carriers providing plans to employees and as deemed appropriate by management and the union. The Committee shall receive copies of public documents reports on the health plan (including health plan cost and utilization information) and shall have the ability to request additional reports mutually agreed upon by management and the union.

2. The Committee shall have the ability to request regular reports on cost control programs mutually agreed upon by management and the union. Such reports shall address costs of operating the program, activities, savings (including assumptions) and future plans.

3. The Committee may also recommend additional measures or alternatives, consistent with the goals set forth above, and the report prepared by the CWA entitled "Good Medicine".
This side letter will confirm the understanding between the parties regarding some of the efforts the State of New Jersey (State) will undertake to lessen the impact of future privatization initiatives or the closing of State facilities that occur during the period from ratification of this contract through June 30, 2007, and which impact on employees in CWA negotiation units. This letter refers to bargaining unit employees who are ultimately laid off at the conclusion of the State’s layoff procedures, but the layoff would have to be the result of the State’s decision to privatize a function or to close a facility.

In the event the State seriously considers privatization of a facility or function for purely fiscal or economic reasons, impacting negotiation unit employees, the State agrees to give the Union a reasonable advance notice, but not less than 90 days prior to actual closure or privatization and, upon request, meet with the Union to give the Union an opportunity to present its position on the economic issues. The Union shall be given the opportunity to demonstrate that unit employees will do the same work more efficiently than a private contractor. The State agrees to provide the Union with relevant cost information necessary to enable the Union to develop its economic position, including public documents involving the RFP, once issued and shall meet with the Union within thirty (30) days of the issuance of the RFP.

When the privatization decision is based upon policy reasons, and will result in a layoff or the displacement of non-permanent unit employees, the State will give the Union a reasonable advance notice of its decision and, upon request, meet with the Union to explain its rationale and discuss the impact on affected employees. It is understood that in any event, the decision to privatize is a managerial prerogative that may not be subject to the negotiation process.

The efforts the State will undertake to alleviate the impact on employees laid off as a result of such actions shall include one or more of the following as appropriate under the existing circumstances and shall be subject to discussions between the State and the CWA:

1. Establishing preferential hiring lists with the private employer.
2. Establishing hiring freezes for positions determined by the Department of Personnel to have the same or similar duties and responsibilities at other State locations by qualified laid off or demoted employees and, if practicable, by employees targeted for layoff. As practicable, these efforts will be made whenever workers are placed at risk.
3. Returning provisional employees to their permanent titles.
4. Securing of transfers and reassignment to other employment; and
5. Filling of existing vacancies.

Good faith attempts will be made to fill positions determined by the Department of Personnel to have the same or similar duties and responsibilities at other State locations by qualified laid off or demoted employees and, if practicable, by employees targeted for layoff. Where practicable, these efforts will be made whenever workers are placed at risk through privatization, or program reductions or eliminations for reasons of economy, efficiency, or other reason. The efforts the State may take to lessen the possibility of layoff or demotion may include, wherever practicable, voluntary reduced work time and voluntary layoff or demotion, for reasons of economy, efficiency, or other reason. Where the independent auditor determines there is no substantial cost savings, the State chooses to privatize, the State agrees to use the displaced worker pool in order to lessen the impact of such layoff.

Consistent with DOP regulations, the State will consider the following pre-layoff actions prior to any permanent employees being laid off or demoted:

1. Hiring and promotion freezes; and
2. Separation of non-permanent employees.
3. Returning provisional employees to their permanent titles.
4. Securing of transfers and reassignment to other employment; and
5. Filling of existing vacancies.

Consistent with DOP regulations, the State will consider the following pre-layoff actions prior to any permanent employees being laid off or demoted:

1. Hiring and promotion freezes; and
2. Separation of non-permanent employees.
3. Returning provisional employees to their permanent titles.
4. Securing of transfers and reassignment to other employment; and
5. Filling of existing vacancies.

The parties shall mutually select an independent outside auditor to determine whether substantial cost savings will occur if the privatization occurs. Where the independent auditor determines there is no substantial cost savings, the State will undertake best efforts to ensure there shall be no layoff or adverse economic impact on State employees.

Consistent with DOP regulations, the State will consider the following pre-layoff actions prior to any permanent employees being laid off or demoted:

1. Hiring and promotion freezes; and
2. Separation of non-permanent employees.
3. Returning provisional employees to their permanent titles.
4. Securing of transfers and reassignment to other employment; and
5. Filling of existing vacancies.

Good faith attempts will be made to fill positions determined by the Department of Personnel to have substantially similar duties and responsibilities at other State locations by qualified laid off or demoted employees and, if practicable, by employees targeted for layoff. As practicable, the State shall train "at risk" employees to allow movement from the "at risk" location to new locations within or outside the appointing authority where positions are available. It is understood that all such actions must be consistent with operative law and DOP regulations.

In the event the State seriously considers privatization of a facility or function which could result in the layoff or displacement of bargaining unit employees, the State agrees to give the Union a reasonable advance notice, but not less than 120 days prior to the awarding a privatization contract to perform the work. Accompanying the notice will be a detailed accounting of all costs under the privatization and a comprehensive cost analysis.

The parties shall mutually select an independent outside auditor to determine whether substantial cost savings will occur if the privatization occurs. Where the independent auditor determines there is no substantial cost savings, the State will undertake best efforts to ensure there shall be no layoff or adverse economic impact on State employees.

Where there is substantial cost savings, the State chooses to privatize, the State agrees to use the displaced worker pool in order to lessen the impact of such layoff.

If there is a pending or proposed general layoff, the State shall review existing private contracts for work similar to that of the employees considered for layoff or dislocation. Unless a cost analysis shows substantial cost savings for those existing private contracts, the State will use its best efforts to bring the work performed under the private contracts back in house and the State shall use the displaced worker pool to keep workers employed while the State determines whether to bring such work back in house.

Effective July 1, 2003, when privatization is undertaken as a substantial cost savings, the State Auditor or a mutually-selected independent outside auditor will conduct periodic post-audit cost analysis to determine whether or not there...
continues to be substantial cost savings. Where there is not substantial cost savings, the State shall make its best efforts to bring the work back in house.

SIDE LETTER OF AGREEMENT #15
Labor/Management Health Care Advisory Committee
1. There shall be established a Labor/Management Health Care Advisory Committee to expedite, on a voluntary basis, the transition of negotiations unit employees from the Traditional Plan and Health Maintenance Organizations to New Jersey Plus from July 1, 1999 through December 31, 2000. The Committee shall consist of four designees of the Division of Pensions and Benefits and four designees to be selected by the CWA. The Committee shall decide on what advice and recommendations will be made in determining the following issues:
   a. County-by-County problem solving In-Network establishment with a standard of two doctors within a five mile radius of the covered employee where sufficient providers exist; and at least 75% of the hospitals in New Jersey under contract.
   b. For current employees in rural areas where access is less than two primary care physicians within 20 miles, the minimum solution shall be the design of a retention plan.
   c. All problems concerning transition cases and pre-existing conditions shall be resolved by having as the minimum solution the design of the Traditional Plan.

2. The Committee decisions shall be by majority vote. Ties shall be broken by the State Health Benefits Commission. The Committee shall endeavor to make the benefits of NJ Plus available to a maximum number of employees in conditions to facilitate the movement of State employees and their dependents, from the Traditional Plan and Health Maintenance Organizations to NJ Plus.

SIDE LETTER OF AGREEMENT #16
Leaves of Absence Less Than 6 Months
The State agrees to consider requests made by the Union in accordance with the Leaves of Absence Without Pay Article in the various Agreements for periods of less than 6 months. In accordance with normal practice, such requests for an unpaid leave of absence will be made directly to the Office of Employee Relations which will investigate in an attempt to accommodate the requested leave with the understanding that the requested period of leave shall be defined and requests by the Union for leave extensions shall be made in only exceptional situations.

SIDE LETTER OF AGREEMENT #17
Potential Changes to Titles
Now Receiving the Clothing Allowance
In recognition of the term of this contract, titles that are currently eligible to receive the clothing allowance may be abolished or substantially changed so that they are no longer eligible to receive the clothing allowance. Under the criteria set forth in the Contract, the parties agree that, in the event this occurs, the Union retains the right, during the term of this agreement, to reopen the clothing allowance contractual provision to address this specific issue.

It is understood by the parties that, in the event the Union invokes this provision, the State is only obligated to negotiate for an equal number of employees who will be eligible to receive the clothing allowance payments in a different title. The number of new employees the Union may negotiate as to receiving the clothing allowance is the same as the number of employees who were in the title eligible to receive the clothing allowance prior to its abolition or change to a title ineligible to receive the clothing allowance.

SIDE LETTER OF AGREEMENT #18
Promotion - Unclassified Employees
Where a title series exists in the unclassified service, employees within the title series shall be considered for promotion prior to the filling of a vacancy.

SIDE LETTER OF AGREEMENT #19
Task Force on Promotions
Within 60 days of the ratification of this agreement, the State and the Communications Workers of America, AFL-CIO, will create a task force, including representatives from the Office of Employee Relations, representatives from the CWA and CWA Locals, to review issues about promotions.

By July 1, 2004, the Task Force on Promotions will issue recommendations. The State will review the recommendations of the Task Force.

SIDE LETTER OF AGREEMENT #20
Rest Periods
The current practice of requiring certain employees to remain at their work places during rest periods for safety reasons or operational requirements shall be continued. However, if the employee is required to work during the rest period it shall be rescheduled, or if this is not feasible, the lost rest period shall be accumulated at straight time and scheduled in accordance with the regulations concerning use of compensatory time off.
SIDE LETTER OF AGREEMENT #21

Essential Employees

The State and Communications Workers of American AFL-CIO, agree to the following:

CWA and the State of New Jersey shall, no later than September 1, 2003, form a joint committee to review the standard for designating employees as essential.

The committee will issue recommendations no later than November 1, 2003.

By December 1, 2003, OER will issue recommendations based upon the committee's recommendations. If the Union disputes the essential designation of an employee or employees, it may file a non-contractual grievance pursuant to Article 4 of the Agreement.

Based upon the standard adopted by OER, employees and the Unions will be notified of essential employee designations. Essential employees will be given a sticker identifying them as essential.

SIDE LETTER OF AGREEMENT #22

Exempt Titles

During negotiations for the July 1, 2001 - June 30, 2007 Agreements, CWA identified exempt titles to be included in CWA negotiations units. The parties agree that certain of the exempt titles identified by CWA in ranges 30 and below, and in ranges 88, 98 and 99, will be included in appropriate CWA negotiations units. To determine the exempt titles to be included in CWA units, the following procedure will be used:

a. During the first six months of FY 04, CWA and OER will review the above titles in an effort to reach agreement on the titles to be included in the appropriate CWA negotiations units.

b. If the parties are unable to reach agreement on the titles to be included, the parties will designate James Mastrianl as the Umpire to resolve all disputes relative to said exempt titles.

By July 1, 2004, the Umpire shall determine which titles are properly excluded as managerial executive or confidential titles and which titles are properly included in CWA negotiations units. The Umpire's decision shall be final and binding upon the parties and shall not be subject to challenge or appeal in any administrative, judicial or other forum.

SIDE LETTER OF AGREEMENT #23

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

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

SIDE LETTER OF AGREEMENT #24

Tool Allowance

The State will maintain a list of tools required for the performance of work assignments by each of the employees listed in the titles below. Each employee who provides and is required to use his personally owned tools as a condition of employment shall, on or about December 15 of each year of this contract, be granted a tool allowance, if the employee completes a calendar year of employment in his current capacity and is on the payroll as of the date of payment.

Subject to any conditions set forth in the applicable contract the tool allowance shall be $165.00 for the fiscal years beginning July 2003, $190.00 for the fiscal years beginning July 2004, $200.00 for the fiscal years beginning July 2005 and $210.00 for the fiscal years beginning July 2006.

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

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

SIDE LETTER OF AGREEMENT #25

Training & Education Fund

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

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

The program shall be funded equally by the State and the CWA, with each party paying up to a maximum of $25,000 in each year of the Agreement. The parties may on a one-time basis, elect to carry over money not utilized during a one-year period to the next year.
APPENDIX 4

Listed below are all titles included in the contract. If your title is not listed here it may be included in another CWA unit. Also listed is the title code, pay range, and workweek designation.

The pay range can be used to help determine an individual's proper pay. The explanation of the symbols used for workweek designation is:

35 hour fixed workweek worker. Overtime compensation is regulated by the Overtime Article of this contract and Department of Personnel Overtime rules. Additionally, the FLSA (Fair Labor Standards Act) mandates overtime compensation for these workers for hours over 40 worked in a workweek.

40 hour fixed workweek worker. Overtime compensation is regulated by the Overtime Article of this contract, Department of Personnel Overtime rules, and the Federal FLSA.

NL- Non-exempt, non-limited. These workers work at least a 35 hour workweek with intermittent requirements for a longer workweek as warranted to complete projects or assignments. These workers are covered by the Provisions of Federal FLSA mandated time and one-half (pay or compensatory time) for hours in a week worked over 40 hours. Hour-for-hour hourly compensation for hours worked in a week between 35 hours and 40 hours is determined by Department of Personnel Overtime rules and Department policy.

NL- Non-limited workers. These workers shall work at least a 35 hour workweek with intermittent requirements for a longer workweek as warranted to complete projects or assignments. The State of New Jersey believes that these titles are exempt from coverage by the overtime compensation provisions of the federal FLSA. (Workers in these titles who believe they should be covered by the FLSA may appeal to the U.S. Department of Labor.) Hour-for-hour hourly compensation (if any) for NL workers is determined by the Department of Personnel Overtime Rules and Departmental policy.

NL- Non-limited title which involve direct and continuous supervision of workers in 40 hour workweek titles. The State of New Jersey believes these workers are exempt from coverage by the Federal FLSA.

Any compensation for hours beyond the normal workweek is regulated by the Department of Personnel Overtime rules and...
Departmental policy.

3E- (exempt 35 hour) 35 hour fixed workweek worker. Overtime compensation is regulated by the Overtime Article of this contract and Department of Personnel Overtime rules. The State of New Jersey believes these workers are exempt from coverage by the FLSA.

4E- (exempt 40 hour) 40 hour fixed workweek worker. Overtime compensation is regulated by the Overtime Article of this contract and Department of Personnel Overtime rules. The State of New Jersey believes these workers are exempt from coverage by the FLSA.

The above information is supplied by the Union for information purposes only. It is not part of the contract between the State and the CWA.

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Professional Unit Titles

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*NE* - Not Eligible
*NL* - Not Listed
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| 19 | 74577 | Senior Museum Technician | NE 
| 20 | 61893 | Senior Occupational Analyst | NE 
| 21 | 55913 | Senior Operations Analyst | NE 
| 22 | 61847 | Senior Plastic Counselor State Parks Board | NE 
| 23 | 63688 | Senior Physical Therapist | NE 
| 24 | 63692 | Senior Physical Therapist | NE 
| 25 | 16473 | Senior Plumber | NE 
| 26 | 16471 | Senior Plumber | NE 
| 27 | 16490 | Senior Plumber | NE 
| 28 | 16469 | Senior Plumber Environmental Protection | NE 
| 29 | 16493 | Senior Plumber Transportation | NE 
| 30 | 54263 | Senior Procedures Analyst | NE 
| 31 | 54453 | Senior Public Information Officer | NE 
| 32 | 62032 | Senior Quality Control Reviewer | NE 
| 33 | 62357 | Senior Rehabilitation Counselor Mental Health | NE 
| 34 | 63172 | Senior Research Analyst | NE 
| 35 | 21283 | Senior Research Assistant Transportation | NE 
| 36 | 13674 | Senior Ride Sharing Coordinator | NE 
| 37 | 57063 | Senior Right of Way Negotiator | NE 
| 38 | 82463 | Senior Seaport Analyst | NE 
| 39 | 74650 | Senior Seaport Analyst Emergency Management | NE 
| 40 | 62194 | Senior Standards & Procedures Technician | NE 
| 41 | 54083 | Senior Statistician | NE 
| 42 | 13304 | Senior Technical Operations Analyst CATV | NE 
| 43 | 53100 | Senior Technician Mgt. Information Systems | NE 
| 44 | 53042 | Senior Technician Mgt. Information Systems | NE 
| 45 | 53224 | Senior Tidelands Appraiser | NE 
| 46 | 57145 | Senior Title Examiner | NE 
| 47 | 63556 | Senior Training Technician | NE 
| 48 | 53778 | Senior Training Technician | NE 
| 49 | 13283 | Senior Transportation Analyst | NE 
| 50 | 66489 | Senior Utility Management Analyst | NE 
| 51 | 10100 | Senior Veterinarian | NE 
| 52 | 60936 | Senior Veteran's Service Counselor | NE 
| 53 | 61867 | Senior Vocational Counselor Corrections | NE 
| 54 | 63623 | Senior Vocational Rehab. Counselor | NE 
| 55 | 63360 | Senior Zoologist Non-Govt. | NE 
| 56 | 63256 | Senior Zoning Officer | NE 
| 57 | 59952 | Site Manager | NE 
| 58 | 55616 | Small Business Development Representative 1 | NE 
| 59 | 55614 | Small Business Development Representative 2 | NE 
| 60 | 60050 | Social Worker Trainee | NE 
| 61 | 60053 | Social Worker 1 | NE 
| 62 | 60052 | Social Worker 2 | NE 

This list includes various positions such as Engineer, Analyst, Technician, Consultant, and Counselor, among others, across different fields such as Civil, Electrical, Geology, and Hydrology. Each position is listed with its respective code and grade.
26 03092 Soil Erosion & Sediment Control Specialist  
19 52344 Special Investigator State Lottery  
25 18484 Specification Writer 1  
23 18485 Specification Writer 2  
21 18483 Specification Writer 2  
23 18486 Specification Writer 2  
22 72740 Speech Correctionist  
35 03653 Speech/Hearing Specialist 1  
22 03652 Speech/Hearing Specialist 2  
20 03650 Speech/Hearing Specialist 3  
16 34367 Staff Assistant 1  
17 34364 Staff Assistant 1  
15 34361 Staff Assistant 2  
14 34362 Staff Assistant 2  
18 60308 Staff Clinical Psychologist 1  
27 60304 Staff Clinical Psychologist 1  
21 60309 Staff Clinical Psychologist 2  
21 01193 Staff Clinical Psychologist 2  
24 60310 Staff Clinical Psychologist 3  
18 01192 Staff Clinical Psychologist 3  
17 03844 Staff Nurse 10 Months  
20 03852 Staff Nurse 12 Months  
18 63007 Staff Nurse 12 Months  
21 62193 Standards and Procedures Technician  
24 40195 State Park Equipment Management Specialist  
19 53001 Statistical & Research Assistant, Family Development  
18 54802 Statistician  
95 54080 Stenotypist Trainee  
17 93092 Studio Assistant to the Director PBA  
18 63114 Substance Abuse Counselor 2  
21 59996 Supervising Radiological Technician  
24 52060 Supervisor Emergency Welfare  
25 82444 Supervisor Model Shop & Science Equipment  
21 41946 Supervisor of Bridges & Structures Highway  
24 42596 Supervisor of Building Repairs  
25 52724 Supervisor of Operations Racing Commission  
21 93011 Supervisor of Volunteers PBA  
21 52984 Surveyor Physical Plant/Life Safety  
21 51403 Tax Analyst 2  
19 51402 Tax Analyst 3  
95 51300 Tax Representative Trainee  
26 51322 Tax Services Specialist 2  
23 51331 Tax Services Specialist 3  
95 51412 Taxation Analyst Trainee  
21 51323 Taxpayer Service Representative 2  
18 51322 Taxpayer Service Representative 3  
24 75293 Teacher 1 12 Months  
21 75383 Teacher 1 10 Months  
22 75294 Teacher 2  
21 75292 Teacher 2 12 Months  
18 75282 Teacher 2 10 Months  
17 75291 Teacher 3 12 Months  
17 63131 Technical Assistant Classification  
20 64183 Technical Assistant 1 Community Affairs  
17 64182 Technical Assistant 2 Community Affairs  
19 13301 Technical Operations Analyst CATV  
24 53063 Technical Support Specialist 1  
26 53079 Technical Support Specialist 1  
20 53061 Technical Support Specialist 2  
22 53080 Technical Support Specialist 2  
26 62658 Technology, Ser. Special. Comm. for BVI  
28 53044 Telecommunications Systems Analyst 2  
25 53043 Telecommunications Systems Analyst 3  
24 93136 Television Cinematographer PBA  
95 10064 Tote. Title Tote. Commerce  
18 53370 Therapist Art  
19 03715 Therapist Movement  
19 03662 Therapist Music  
19 57142 Title Examiner  
16 55594 Tourism Representative 1  
26 55592 Tourism Representative 2  
19 55592 Tourism Representative 3  
26 64620 Training & Development Analyst  
18 65562 Training Technician  
19 65377 Training Technician  
95 56562 Training Technician Trainee  
26 13582 Transportation Analyst  
95 13280 Transportation Analyst  
95 13280 Transportation Analyst Trainee  
21 51102 Transportation Services Specialist 3  
18 51101 Transportation Services Specialist 4  
25 56104 Unemployment Insurance Technician 1  
22 56103 Unemployment Insurance Technician 2  
19 56102 Unemployment Insurance Technician 3  
21 56694 Utility Management Analyst  
95 56693 Utility Management Analyst Trainee  
22 62344 Veterans Services Officer 2  
25 62352 Veterans Services Officer 2  
19 62353 Veterans Services Officer 3  
26 08065 Veterinarian  

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- Information Specialist, WSA
- Project Engineer I, WSA
- Project Engineer II, WSA
- Water Protection Specialist, WSA
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Vocational Rehabilitation Counselor 65272

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### Salary Schedule

**12 Month Employees Effective: June 25, 2005**

#### Covering Employee Relations Groups: P & R

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**12 Month Employees Effective: December 24, 2006**

#### Covering Employee Relations Groups: P & R

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**Salary Schedule**

**12 Month Employees Effective: September 1, 2005**

#### Covering Employee Relations Groups: P & R

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### Note

- The table provides the salary schedule for 12-month employees effective on various dates.
- The increments and steps are detailed for each range.
- The increments and steps are to be applied accordingly as per the specified dates.
### SALARY SCHEDULE

**12 Month Employee Effective: December 24, 2023**

**10 Month Employee Effective: January 21, 2024**

Covering Employee Relations Groups: P + R + S

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GRIEVANCE PROCEDURE FORM

NOTE: Every Employee has an ODR form

DATE:

EMPLOYEE:

SUPERVISOR:

DIRECTOR:

REDIRECTION OF GRIEVANCE:

[ ] Internal
[ ] External

EMPLOYEE STATEMENT OF GRIEVANCE:

[ ] KNOWLEDGE OF GRIEVANCE:

[ ] Acknowledge

[ ] Deny

[ ] Laid off or Hired

DECLARATION OF EMPLOYER:

[ ] I hereby declare that this grievance is

[ ] Laid off or Hired

[ ] Deny

DATE:

SIGNATURE:

Declared by:

Signature:

Date:

Witness:

Signature:

Date:

Witness:

Signature:

Date:

Witness:

Signature:

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