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THE STATE OF NEW JERSEY



AFSCME

COUNCIL NO. 1

AND ITS AFFILIATED
LOCALS AND COUNCILS

AMERICAN FEDERATION OF
STATE, COUNTY, AND MUNICIPAL EMPLOYEES,
AFL-CIO
AL WURF, DIRECTOR

(HEALTH, CARE AND REHABILITATION SERVICES UNIT)

X

JULY 1, 1983-JUNE 30, 1986

AFSCME CONTRACT

HEALTH, CARE AND REHABILITATION SERVICES UNIT

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PREAMBLE

This Contract made between the State of New Jersey (hereinafter referred to as the "State") and Council No. 1, American Federation of State, County, and Municipal Employees, AFL-CIO, and its appropriate affiliated locals and councils (hereinafter referred to as the "Union") covering employees in the Health, Care and Rehabilitation Services Unit has as its intent and purpose the promotion of harmonious employee relations between the State and employees represented by the Union; the establishment of equitable and peaceful procedures for the amicable resolution of all disputes and grievances; and determination of wages, hours of work and other terms and conditions of employment.

ARTICLE I

RECOGNITION AND SPECIAL CIRCUMSTANCES

A. Recognition

1. The State of New Jersey, by the Office of Employee Relations in the Governor's Office (hereinafter referred to as the "State"), hereby recognizes the Union as the sole collective negotiating agent with respect to wages, hours of work and other terms and conditions of employment and the administration of grievances arising thereunder for all its employees in the State-wide Health, Care and Rehabilitation Services Unit.

2. a. Included are all full-time permanent (including probationary) and provisional employees of the State of New Jersey listed in Appendix II and all permanent part-time employees who are regularly scheduled to work twenty (20) or more hours per week and who are included in the classifications listed in the Appendix.

b. Whenever new classifications or changes in classifications are contemplated for positions that will be or currently are assigned to this unit or titles which may be contiguous to titles in this Unit, the State will notify the Union and if requested will meet with the Union to discuss those matters prior to submitting them to the Department of Civil Service for implementation. In the event the parties cannot reach agreement as to unit designation following such, the dispute may only be submitted to the Public Employment Relations Commission for resolution.

c. In the event that a bargaining unit employee is reclassified, promoted or otherwise moved to an excluded classification as designated in Article I, A, Section 3, the State will notify the Union in writing and such employee will no longer be covered by the terms of this Contract.

3. Excluded are:

- a. Managerial Executives
- b. Supervisors
- c. Policemen
- d. Employees represented in other certified bargaining units

- e. Classifications within the Department of Higher Education except those in the State College System
- f. All other employees of the State of New Jersey not included within the State-wide Health, Care and Rehabilitation Services Unit.

B. Special Circumstances

1. a. 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 Contract as provisional employees; except that the Federal legislation and regulations concerning these programs 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 Contract which would otherwise be operable.

b. Any grievance as to whether or not the provisions of the Contract conflict with Federal legislation or regulations or any agreement with a Local government prime sponsor shall be considered to be governed under A. 2. of the Grievance Procedure.

2. Part-Time Employees

The part-time employees in this unit as described in A. 2. a. above are entitled to the rights and protections that are provided in this Contract to the extent that the rules and regulations of any State programs relating to terms and conditions of employment allow them to be eligible. Where such part-time employees are eligible for State fringe benefits coverage under provisions of this Contract, appropriate prorations will be made in accord with their part-time status.

C. Notification to Union

The appointing authority shall provide the local union president on a bi-weekly basis with the names of newly hired employees within the classifications included in the Unit as described in A.2.a., and who are employees hired under CETA or other comparably funded employment programs.

ARTICLE II

MANAGEMENT RIGHTS

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

Except as specifically abridged, limited or modified by the terms of the Contract 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.

ARTICLE III

CIVIL SERVICE REGULATIONS

The administrative and procedural provisions of the Civil Service Law and the Rules and Regulations promulgated thereunder are to be observed in the

administration of this contract, except and to the extent that this contract pertains to subjects not therein contained. Where the terms of the Contract are contrary to those provisions, the State and the Union agree to initiate proceedings to achieve modifications consistent with the contract by request to Civil Service.

Where a rule or regulation is contemplated affecting employees in this Unit, the Union shall be notified and a meeting held if requested so that the Union may present its views prior to implementation.

ARTICLE IV

NON-DISCRIMINATION

A. The State and the Union agree that the provisions of the Contract shall be applied equally to all employees and there shall be no discrimination as to age, sex, marital status, race, color, creed, national origin or political affiliation.

B. The State agrees not to interfere with the rights of employees to become members of the Union. There shall be no discrimination by the State or any of its representatives against any employee because of Union membership or because of any employee activity permissible under law or this Contract in an official capacity on behalf of the Union, or for any other cause.

C. The Union recognizes its responsibility as exclusive collective negotiations representative and agrees to represent all employees in the bargaining unit without discrimination or interference.

D. All references in this Contract to employees of the male gender are used for convenience only and shall be construed to include both male and female employees.

E. It is agreed that harassment of an employee is inappropriate.

ARTICLE V

POLICY AGREEMENTS

A. The Union will not engage in, or support, any strike, work stoppage, slowdown, or other job action.

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

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

D. 1. A committee consisting of State and Union representatives may meet for the purpose of reviewing the administration of this Contract and to discuss problems which may arise. A maximum of five (5) employee representatives of the Union may attend such quarterly meetings.

2. Said committee meetings shall be some time during the second week of March, June, September and December. These meetings are not intended to bypass the grievance procedure or to be considered collective negotiation meetings, but are intended as a means of fostering good employee 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 a meeting.

4. Upon request of the Union Local, Institutional Management shall schedule a Labor Management meeting sometime during the second week of March, June, September and December. These quarterly meetings are to discuss Local Contract Administration problems and improve communications. The Local President or his or her designee and up to four (4) other local union officials may attend such meetings. Management shall provide a short written summary of the meetings to the Union's Local President.

5. Employee representatives who attend such meetings during their scheduled work shift shall be granted time off to attend without loss of pay. If any employee representative who attends the meeting is scheduled to work on another shift on the date of said meeting or attends the meeting on his/her normal day off he/she shall be granted compensatory time for the time spent at the meeting.

ARTICLE VI

UNION RIGHTS

A. Dues Deduction

1. The State agrees to deduct from the regular pay of employees included in this bargaining unit, the membership dues for the American Federation of State County, and Municipal Employees, AFL-CIO, provided a dues deduction card supplied by the Union, which conforms to State requirements and signed by the employee, is submitted to the responsible payroll clerk. On receipt of the form, the payroll clerk shall forward it within two (2) working days to the centralized payroll section, Department of the Treasury. Dues deductions will be reflected in the paycheck for the current pay period, provided the form is received in centralized payroll at least seven (7) calendar days prior to the end of the pay period. If violations of these time frames are brought to the attention of the State, the State will review the matter and attempt to solve the problems prospectively.

2. Dues deductions for any employee in this bargaining unit shall be limited to AFSCME, the duly certified majority representative, and employees shall be eligible to withdraw such authorization only as of July 1 of each year provided the notice of withdrawal is filed timely between May 20 and June 20 with the responsible payroll clerk.

3. Dues so deducted by the State shall be transmitted to the designated Union official of the American Federation of State, County, and Municipal Employees, AFL-CIO.

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

5. Whenever an employee's dues deduction is discontinued, the Union shall be provided with the State's reason for the discontinuation.

An employee on a leave of absence without pay, or on suspension, who has previously signed a dues deduction card and has not timely withdrawn authorization, will have dues deducted from his/her paycheck in the following full pay period upon return to active employment at his/her previous position.

B. REPRESENTATION FEE (Agency Shop)

1. Purpose of Fee

Subject to the conditions set forth in 6. below, all eligible nonmember employees in this unit will be required to pay to the majority representative a representation fee in lieu of dues for services rendered by the majority representative. Nothing herein shall be deemed to require any employee to become a member of the majority representative.

2. 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 A.4 above.

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

3. Deduction and Transmission of Fee

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

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

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

4. Demand and Return System

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

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

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

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

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

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

5. State Held Harmless

The Union hereby agrees that it will indemnify and hold the State harmless from any claims, actions or proceedings brought by any employee in the negotiations unit which arises from deductions made by the State in accordance with this provision. The State shall not be liable to the Union for any retroactive or past due representation fee for an employee who was identified by the State as excluded or confidential or in good faith was mistakenly or inadvertently omitted from deduction of the representation fee.

6. It is understood that the implementation 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.

If at the signing of this agreement the above percentage has not been achieved, the agency fee plan will be continued through pay period 26 of the calendar year, after which it shall be discontinued unless the minimum has been achieved prior to that occurrence. Thereafter, if the minimum percentage is exceeded on any quarterly date; i.e., January 1, April 1, July 1 or October 1, the agency fee plan shall be reinstated, with proper notice to affected employees.

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

7. Legal Requirements

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

C. Notifications Concerning Employees

The State agrees to provide to the Union, on a semi-annual basis, a complete up-to-date listing of all employees covered by this Contract. Such listing shall

include the employee's job classification, work location, home address and membership status as it appears on the records of the State. The Union shall disclose such information only to its officials and representatives whose duties require access to such information. The State will notify all employees whose titles are listed in Appendix II of this Contract that AFSCME is the only employee organization that can represent them in matters pertaining to wages, hours of work, and other terms and conditions of employment.

D. Bulletin Boards and Distribution of Literature

1. The State agrees to furnish a suitable share of existing bulletin boards in convenient places in general working areas to be used exclusively by the Union. The space provided shall be approximately 30 x 30 inches.

2. If the Union desires additional bulletin boards, it may request permission to erect its own. A request to erect a bulletin board in conformance with State standards shall not be unreasonably withheld.

3. The Union may post any appropriate material pertaining to Union matters such as appointments, meeting announcements, social and recreational events, achievements, Union election results and information, but excluding election campaign material, as long as none of these contain anything profane, obscene or defamatory of any individual or the State. Postings shall be signed by an authorized representative of the Union or the organizational origin shall be set forth.

4. Any material which an authorized representative of the Office of Employee Relations alleges to be in violation of this Contract shall be promptly removed by the Union. The matter may then immediately be initiated as a Step Two grievance for resolution by the Union or submitted to the Office of Employee Relations.

5. The State will provide space in central locations where Union literature, which is consistent with the provisions of 3. above or which is otherwise approved by the State, may be placed so that employees may pick up copies.

E. Access to Premises

1. The Local, Council and International representatives designated by the Union, and acknowledged by the State, shall be admitted to the premises of the State on Union business.

2. Request for such visitation rights shall be directed to designated State officials and shall include the purpose of the visit, proposed time and date, and the specific work area involved. Permission for such visits shall not be unreasonably withheld.

3. Such Union officials shall also have the opportunity to consult with employees 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 consultations.

F. Membership Packets

The Union may supply membership packets which contain information for distribution to new employees, including the role of the Union, the membership application and a copy of this Contract, as well as other material mutually agreed to by the State and the Union. The State agrees to distribute such membership

packets to new employees during the initial phase of employment. The State will provide a thirty (30) minute period during the new employee's training period to allow an AFSCME Council representative of the Union to meet and explain the Union's responsibilities. If the Council representative cannot be present during such training period, the Local President will be allowed to make such a presentation to a maximum of twelve (12) times per year.

G. Aid to Other Unions

The State agrees there will be no aid, promotion, or financing of any other labor group or organization which purports to engage in collective negotiations with the State or its designated representatives for any purpose for employees covered by this Contract and that payroll deduction of dues for any such organization shall be permitted for employees covered by this Contract only as specified in Article VI, Section A, Dues Deduction.

H. Printing of Contract

This Contract shall be reproduced in sufficient quantities so that distribution may be made to each employee in this bargaining unit, to each employee hired in this unit during the term of this Contract, to the Union for additional reserve copies and to the State so that copies are available for its management representatives involved in the administration of and training for this Contract. The Contract shall be of handbook size and the cover shall be AFSCME green in color and include the State Seal and the Union Insignia. The cost of printing of this Contract shall be borne by the State.

I. Union Privileges

The following privileges shall be made available to the Union, provided they are not abused and subject to all pertinent rules and regulations of the State:

1. Telephone calls from AFSCME Council to Union Officers, Executive Board Members or Shop Stewards will be taken directly by the Officer unless he/she is not available in which case a message shall be transmitted to the Official as soon as possible.

2. Where there are public address systems in the work areas, the Union may submit notices of meetings or calls for Union representatives which will be announced.

3. Where the Union has mail to be delivered to its Officers, Executive Board Members or Shop Stewards, the interoffice mail system will be made available to deliver such mail within any institution or building provided that priority is retained for the business of the State.

4. The Union shall be allowed to conduct normal business meetings on State properties, provided that space is available, requests are made and approved at least one (1) week in advance of the proposed date of use and that liability or 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.

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

affairs will be included if requested by the Union, provided such announcements are consistent with the editorial practices in effect.

6. The Local Presidents may request use of available space for use as an office or for the storage of papers and files of the AFSCME local. Provision 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 not incur any liability for loss or damage that may 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 at any time.

J. Union Activity With Pay

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

- a. represent employees in the bargaining unit at grievance proceedings,
- b. submit Union notices for posting,
- c. attend negotiating meetings if designated as a member of the negotiating team; one (1) per Local Union to a maximum total of eighteen (18) members,
- d. attend scheduled meetings with the State and its representatives concerning the application of the Contract.

2. The accredited Union representative shall provide reasonable notification to his supervisor and to the appointing authority whenever he wishes to transact such Union business on State time.

K. Union Stewards and Representation Lists

1. Union Stewards

The Union has the sole right and discretion to designate Stewards and Chief Shop Stewards and specify their respective responsibilities and authority to act for the Union. The State reserves to its discretion the extension of privileges to limited numbers of such Stewards, as agreed upon with the Union.

2. Representation Lists

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

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

L. Reassignment (for Union Officers and Stewards)

1. The State and the Union recognize that Union Officers have in their relationship to their jobs a need for continuity in the assigned shift and location which exceeds that of other fellow employees. It is agreed, therefore, that these Union Officers and Stewards will not be routinely reassigned.

2. Union Officers and Stewards shall not be reassigned, unless special circumstances warrant it. This provision will not be used unreasonably or arbitrarily.

ARTICLE VII

GRIEVANCE PROCEDURE

A. Definition of Grievance

A "grievance" is:

1. a claimed breach, misinterpretation, or improper application of the terms of this Contract expressed herein (hereafter referred to as contractual); or
2. a claimed violation, misinterpretation or misapplication of rules or regulations, existing policies, administrative orders, or laws applicable to the Agency or Department which employs the grievant affecting the terms and conditions of employment which are not included in A.I. above (hereafter referred to as non-contractual).

B. Purpose

The purpose of this procedure is to assure, at the lowest possible level, prompt and equitable solutions of problems arising from the administration of this Contract, or other conditions of employment, by providing the exclusive vehicle for the settlement of employee grievances.

C. Employee and Union Rights

1. Employees are entitled to use this grievance procedure and to be represented by the Union upon request in accordance with the provisions hereof. They shall not be coerced, intimidated or suffer any reprisal as a direct or indirect result of such use.

2. The local Union's decision to request the movement of any grievance at any step or to settle the grievance at any step shall be final as to the interests of the grievant and the Union. The decision to submit a grievance to arbitration shall be made exclusively by the Executive Director, Council #1 and nothing herein shall be construed as compelling the Union to submit a grievance to arbitration.

3. Witnesses who appear at any step as provided in this procedure may be examined or cross-examined by the State or Union representative.

4. The appropriate shop steward, local president and Union Council representative shall be notified of any scheduled grievance hearing.

5. A copy of the decision of the State at each step shall be provided to the Union representative involved, or in the case of A.2. grievances, processed without Union representation, then to the designated Union representative.

6. The Union, through the Local President or the Council Representative or their designee, may initiate an A.I. grievance at Step One of this procedure.

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

D. General Rules

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

2. Reference by name or title or otherwise in this Contract 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 Contract.

3. 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 by the Office of Employee Relations and the Union Executive Director or his designee.

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

5. No adjustments of any grievance shall impose retroactivity beyond the date on which the grievance was initiated or the twenty-one (21) days provided in G.I. except that payroll errors and related matters shall be corrected to date of error.

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

E. Scope of Grievance Procedure

1. It is understood by the parties that this grievance procedure represents the exclusive process for the resolution of disputed matters arising out of the Grievance Definition, A.1. and A.2., above, except for those specific matters listed below:

a. Appeals of matters in dispute with regard to the subjects listed in (1) through (6) below shall be made directly to the Civil Service Commission subsequent to proper notification to the responsible local management officials. The local management will notify the local union representative of any disputes in these matters which are brought to its attention and the management will attempt to settle the dispute if requested by the union prior to its submission to the Civil Service Commission.

(1) Out-of-title work

(2) Position classification review

(3) Reevaluation review

(4) Layoff and recall rights

(5) Civil Service examination procedures for which an appeal exists

(6) Removal at or before completion of working test period

b. (1) A claim of improper and unjust discipline against an employee shall be processed in accordance with Article VIII of this Contract.

(2) Reference by name or title or otherwise in this Contract 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 Contract.

F. Procedure

1. Informal Discussion

Any member of the collective bargaining unit may orally present and discuss his complaint with his immediate supervisor on an informal and an individual basis. In the event that the complaint has not been satisfactorily resolved on an informal basis, then a grievance may be filed on the Grievance Form specified herein.

2. Presentation Guidelines

a. All grievances shall be presented in writing to the designated representative of the party against whom it is made on "Grievance Forms" to be provided by the State. Such forms shall make adequate provision for the representative of each of the parties hereto to maintain a written record of all action taken in handling and disposing of the grievance at each step of the grievance procedure. The form shall contain a general description of the facts of the grievance and references to the sections of the Contract, if any, which the grievant claims have been violated. A group grievance initiated by the Union may be presented on the above form, or where appropriate, in another format provided by the Union provided that the grievance is fully set forth in writing and contains all relevant information.

b. Where a grievance directly concerns and is shared by more than one grievant, such group grievance may properly be initiated at Step One. The presentation of such group grievance will be by the appropriate Union representative(s) and one of the affected grievants designated by the Union. If the group contains more than ten (10) grievants, the Union may designate two (2) of the affected grievants for the presentation of the grievance. A group grievance may only be initiated by the Union.

c. Where the subject of a grievance, or its emergent nature, suggests it is appropriate, and where the parties mutually agree, such grievance may be initiated at or moved to any step of the procedure without hearing at a lower step.

d. Grievance Steps

Grievances shall be presented and adjusted in accordance with the following procedures:

Step One

If the grievance is not satisfactorily resolved informally, a grievance may be filed with the highest operational management representative. He or his designee shall hear the grievance. The grievant may be represented by the Union's Local Steward and/or Local President and/or the Council Representative or their designee. Should a grievance not be satisfactorily resolved, or should the employer not respond within the prescribed time periods, either after initial receipt of the grievance or after a hearing, the grievance may be appealed within five (5) working days to the next Step.

Step Two

If the grievance is not satisfactorily resolved at Step One, an appeal may be made to the Department head or his designee. The appeal shall be accompanied by the decision at the preceding level and any written record that has been part of the preceding hearing. The grievant may be represented by the Union's Local Steward and the Local President and/or the Council Representative or their designee.

If the decision involves a non-contractual grievance, the decision of the Department head or his designee shall be final and a copy of the decision shall be forwarded to the Union.

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 Contract as described in the definition of a grievance in A.I. above, then a request for arbitration may be brought only by the Union through its designee within fifteen (15) calendar days from the day the Union received the Step Two decision, by mailing a written request for arbitration by certified or registered mail to the Director of the Office of Employee Relations. If mutually agreed, a pre-arbitration conference may be scheduled to frame the issue or issues. All communications concerning appeals and decisions at this step shall be made in writing. A request for arbitration shall contain the names of the Department or Agency and employee involved and copies of the original grievance.

b. Within thirty (30) days of the execution of the Contract, the parties shall mutually agree upon a panel of three (3) arbitrators. Each member of the panel shall serve in turn as the sole arbitrator for a given case except that, when circumstances appear to warrant and the parties mutually agree, the designated arbitrator shall hear any number of grievances which are appropriate at one sitting. If 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 mutually agree upon a panel.

The arbitrator shall not have the power to add to, subtract from, or modify the provisions of this Contract or laws of the State or any written policy of State or sub-division thereof consistent with this Contract 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 II, Management Rights, and shall confine his decision solely to the interpretation and application of this Contract. He shall confine himself to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to him, nor shall he submit observations or declaration of opinions which are not relevant in reaching the determinations. The decision or award of the arbitrator shall be final and binding consistent with applicable law and this Contract. In no event shall the same question or issue be the subject of arbitration more than once. The arbitrator may prescribe an appropriate back pay remedy when he finds a violation of this Contract, provided such remedy is permitted by law and is consistent with the terms of this Contract.

The arbitrator shall have no authority to prescribe a monetary award as a penalty for a violation of this Contract. Rules, regulations, formal policies or orders of the State shall be subject to revision by the arbitrator except if specifically provided herein. The fees and expenses of the arbitrator and recording of the procedure shall be divided equally between the parties. Any other cost of this proceeding shall be borne by the party incurring this cost, except as provided in J.

c. The arbitrator shall hold the hearing at a time and place convenient to the parties within thirty (30) calendar days of his acceptance to act as arbitrator

and shall issue his decision within thirty (30) days after the close of the hearing.

G. Filing Time Limits

1. A grievance must be filed initially within twenty-one (21) calendar days from the date on which the act which is the subject of the grievance occurred or twenty-one (21) calendar days from the date on which the grievant should reasonably have known of its occurrence. Other references to days in this process are working days of the party to which they apply.

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

H. Decisions and Appeals

1. Decisions after a scheduled hearing shall be rendered in writing to the grievant and to the Union Representative, within established time limits, except that the decision will be considered timely if rendered within the following limits or within three (3) days after the conclusion of the hearing at Step One and fifteen (15) days after the conclusion of the hearing at Step Two, whichever is later:

a. at Step One within ten (10) days of the receipt of the grievance;

b. at Step Two within fifteen (15) days of the receipt of the appeal from the Step One decision.

2. The State Representative at any hearing shall, upon request, inform the grievant of the name and position of the next higher level of management to whom an appeal may be presented.

3. The lack of response by the State within the prescribed time periods, unless time limits have been extended by mutual agreement, should be construed as a negative response. At Step One when the response is not rendered within the time limits, the management will automatically move the grievance to the next step and notify the Union of the date for hearing. If a tardy response is rendered prior to the hearing date of the next step, the Union must then notify the State of its desire to move the grievance or alternatively the grievance will be considered closed and the decision of the last step will be final.

I. Grievance Investigation-Time Off

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

maximum of two (2) hours may be authorized for any appropriate investigation of grievances. In certain limited situations, when specifically requested by the Local Union President, or in his absence his designee, and authorized by the appointing authority or his designee, it may be advantageous to investigate an alleged contractual grievance prior to the formal submission of the grievance, and permission for such investigation, within the time constraints provided above, shall not be unreasonably withheld.

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

J. Grievance Hearings-Time Off

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

a. as may be required for appearance at a hearing of the employee's grievance scheduled during working hours;

b. for necessary travel time during working hours.

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

2. Where employee or the Union requests employee witnesses, permission for a reasonable number of witnesses required during the grievance proceedings will be granted. A witness at such proceedings will be permitted to appear without loss of pay for the time of appearance and travel time as required if during his normal scheduled working hours. Should the hearing take place during the witness's normal day off or on a different shift than his/her work shift, the witness shall receive compensatory time on an hour-for-hour basis and that time shall not be used in the accumulation for determination of overtime.

ARTICLE VIII

DISCIPLINE

A. The terms of this Article shall apply to permanent classified employees. Unclassified, provisional or probationary (probationary employees meaning employees serving their working test period) employees shall only be covered where such is specifically provided for.

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

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

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

E. The name of any employee who is notified of suspension or dismissal pursuant to paragraph D shall be transmitted to the Union immediately but not later than forty-eight (48) hours after such notice. The Union Shop Steward, representing the involved employee, may undertake informal discussion with the appropriate level of management prior to the hearing provided in the Section F. below.

F. Any appeal relating to the involved disciplinary matter must be filed by the employee within seventeen (17) calendar days of notice of discipline to the employee involved. The Department Head, or his designee, who shall not be an individual who was personally involved in the facts of the dispute will convene a hearing within twenty (20) calendar days after receipt of such disciplinary appeal and shall render a written decision within twenty (20) calendar days from the date of the completion of the hearing. The employee may be represented at such hearing by the Steward and/or the Local President, if necessary, and/or the Executive Director of the Union or their designee. The decision rendered shall be final except where the disciplinary action involves a penalty as set forth in paragraph G or M below. Where the matter involves a disciplinary penalty other than those set forth in G below, the Civil Service Department may review the matter if timely presented and requested in accordance with its discretionary jurisdiction.

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

- a. Suspension of more than five (5) days at one time;
- b. Suspensions or fines more than three (3) times or for an aggregate of more than fifteen (15) days in one (1) calendar year;
- c. Demotion;
- d. Discharge;

then,

(1) The Union may initially appeal the disciplinary action through the advisory disciplinary arbitration process as herein provided; or

(2) The individual may request or petition the Civil Service Commission for a hearing which request pursuant to Civil Service Rules must be received by the Civil Service Commission within twenty (20) days after the date of receipt of the decision rendered in paragraph F. The Civil Service Law and the Rules and Regulations promulgated thereunder shall govern the disposition of such a request or petition.

2. a. In the event the employee involved elects the Civil Service procedure as provided in G.I. (2) above, such election will be deemed final and binding and constitute an absolute waiver of the option to appeal as provided in G.I.(1), the advisory disciplinary arbitration process.

b. The Union may elect to appeal the matter to advisory disciplinary arbitration provided that such an appeal is joined in by the employee in writing. The employee shall not be denied the right to appropriate representation.

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

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

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

J. Arbitrators in disciplinary matters shall confine themselves to advisory opinions of guilt or innocence and the appropriateness of penalties and shall neither add to, subtract from, nor modify any of the provisions of this Contract by any award. The arbitrator's decision with respect to guilt, innocence or penalty shall be advisory only. In the event the arbitrator finds the employee guilty he may recommend the penalty imposed or suggest such penalty as appropriate to the circumstances, in accordance with this Contract; however, removal from service shall not be substituted for a lesser penalty. In the event the arbitrator finds the employee innocent or modifies a penalty he may suggest reinstatement with back pay for any or part of an imposed suspension or reduction in grade or period that the employee was dismissed from service. Should the arbitrator's recommendation provide reinstatement with back pay, the employee may be paid for the hours he would have worked in his normally scheduled work week, at his normal rate of pay, but not exceeding forty (40) hours per week or eight (8) hours per day, less any deductions required by law, or other offsetting income for the back pay period specified by the arbitrator. The arbitrator's recommendation shall contain a short statement of the nature of the proceedings, the positions of the parties and specific findings and conclusions on the facts. In addition, the arbitrator's decision shall discuss any of the testimony, evidence or positions of the parties which merit special analysis.

In exception to these provisions, in a advisory disciplinary arbitration concerning a penalty as set forth in paragraph N, the sole issue to be recommended by the arbitrator shall be the guilt or innocence of the employee and he shall therefore recommend to sustain the penalty imposed or vacate it. It is agreed that this process is not to be utilized as a device to suggest more severe suspensions than would normally be imposed.

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

K. General Provisions

1. The burden of proof in disciplinary proceedings shall be upon the State.
2. In the event a formal charge of misconduct is made by the State against an employee and if he so requests, he shall be entitled to a representative of the Union only as a witness or as an advisor during any subsequent interrogation of the employee concerning such charge. No recording of such procedure shall be made without notification to the employee and there shall be no presumption of guilt. The employee and/or the Union, if present, may request and receive a copy of such recording. Where an employee is interrogated during the course of a formal investigation, and when there is a reasonable likelihood that the individual being questioned may have formal charges preferred against him, the nature of those contemplated charges shall be made known to the employee who shall then, if he requests, be entitled to a representative of the Union, only as a witness or as an advisor, during subsequent interrogation concerning the charge, provided that the interrogation process shall not be delayed and/or the requirement to expedite any official duty not be impaired.
3. Where criminal charges are initiated, the lawful rights of the employee shall not be violated.
4. An employee shall not be disciplined for acts which occurred more than one year prior to the service of the notice of discipline except for those acts which would constitute a crime. The employee's whole record of employment, however, may be considered with respect to the appropriateness of the penalty to be imposed.
5. Nothing in this Article shall be construed to limit the right of the State to implement any disciplinary action notwithstanding the pendency of any appeal proceedings.
6. In the event a disciplinary action is initiated, the employee may request and shall be provided with copies of all written documents which will be used against him/her at such hearing, which normally will be provided not less than four (4) days prior to the hearing date.
7. When any permanent employee in this unit is given written notice of removal for disciplinary reasons and where the Union Steward or other Representative Officer requests time to investigate such action during working hours, the Steward or Officer will be granted permission and reasonable time, to a limit of one (1) hour, to investigate without loss of pay. It is understood that the supervisor shall

schedule such time release, providing the work responsibilities of the Steward or Officer and of any involved employee are adequately covered and providing further that there is no disruption of work.

L. Cooling Off Period

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

M. The following shall constitute the disciplinary appeal procedure rights for unclassified and provisional employees, who have been employed in such capacity for a minimum of six (6) months.

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

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

3. In disciplinary matters involving dismissal from service for provisional employees who have been employed in such capacity for a minimum of seven (7) months, such employees shall be entitled to a hearing by the department head or his/her designee if such employee files an appeal within fourteen (14) days of the notice of dismissal. In exception to the provision in paragraph K.I. of this article, the burden of proof in the proceeding set forth herein shall be on the employee, and the decision of the hearing officer shall be final and no further appeal is available.

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

5. Nothing in this Article shall be construed as a waiver of any rights any employee may have under Civil Service Statute or the Civil Service Rules and Regulations.

N. Special Procedure for Review and Advisory Arbitration of Suspensions of One Through Five Days

1. The parties agree to continue a Joint Union Management Panel consisting of one (1) person selected by the State and one (1) person selected by the Union and a third party neutral mutually selected by the parties. Each panel member shall serve on an ad hoc or other basis. The purpose of this panel is to review appeals from Departmental determinations upholding disciplinary suspensions of one (1) through five (5) days, excepting unclassified, provisional or probationary employees.

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

3. The panel shall meet once each month providing that there are at least ten (10) matters to be considered. The parties may mutually agree to schedule additional meetings if necessary. The agenda of each monthly meeting shall consist of all matters as to which the Union has requested panel consideration, provided that the request is received at least seven (7) calendar days prior to the scheduled date of the panel meeting. Ordinarily, no matter will be held pending hearing for longer than sixty (60) days.

4. The panel considerations shall be based upon the Department Head's or designee's decision and any documents that have been made a part of the record of the matter before such Department Head or designee. The State and Union panel members shall discuss each matter on the agenda and, with the assistance of the neutral panel member, attempt to jointly resolve the appeal. Where the State and Union panel do not agree as to the disposition of the appeal, the neutral panel member may suggest that the matter raises issues which may warrant submission to advisory arbitration.

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

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

7. The State agrees to assume the cost of the panel participation of the neutral member provided that, where the cost exceeds \$250 in any one (1) month, the parties shall share the excess cost equally. Where the parties mutually agree to hold a panel meeting with less than ten (10) cases on the agenda, the parties shall share the entire cost of the neutral equally.

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

ARTICLE IX

SENIORITY

A. A newly appointed employee shall be considered probationary and without seniority.

B. Permanent employees shall, on the day worked immediately following the successful completion of the probationary period, be considered to have State seniority as of the date of employment. Such State seniority shall accumulate until there is a break in service. State seniority of an employee who is reinstated after a period of layoff shall be continued retroactively exclusive of the period of layoff.

C. An employee shall be considered to have job classification seniority upon successful completion of the probationary period for that job as of the date of employment or permanent promotion to that job. Job classification seniority shall accumulate until there is a break in service.

D. 1. A break in continuous service occurs when an employee resigns, is discharged for cause, retires or is laid off.

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

E. In the case where an employee is promoted, but does not successfully complete the probationary period, he may return to his previous job classification. His job classification seniority and State seniority continue to accumulate during such period.

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

G. Every six (6) months the appointing authority shall post on bulletin boards current seniority list of employees within that organizational unit and make copies of same available to the Local Union President. Any disagreement concerning the accuracy of such lists will be made known to the employee's Personnel Officer within one (1) month of the date of posting and corrective action will be initiated at this level.

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

ARTICLE X

SALARY PROGRAM-ADMINISTRATION

A. Salary Program-Administration

The parties acknowledge the existence and continuation during the term of this Contract 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.
2. A salary range with specific minimum and maximum rates and intermediate incremental steps therein for each position.
3. The authority, method and procedures to effect modification as such are required. However, within any classification, the annual salary rate of employees shall not be reduced as a result of the exercise of this authority.

B. Special Payment Program

It is agreed that during the term of this Contract, July 1, 1983 - June 30, 1986, 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.

1. Subject to the State Legislature enacting appropriations for these specific purposes, the State agrees to provide the following benefits effective at the time stated herein.

a. All full time permanent employees in the unit who were employed by the State prior to July 1, 1983, and who are still employed as of December 2, 1983 will receive a one time payment of \$300 on December 9, 1983. Permanent part-time employees in the unit who satisfy the above eligibility requirements will receive a pro rata share of the payment based on their scheduled hours of work. Employees who retire in a State pensions system between July 1, 1983 and December 2, 1983 will receive a pro rata share of the payment based on the amount of service during that period.

All full time permanent employees in the unit who were employed by the State prior to January 1, 1984 and who are still employed as of June 29, 1984 will receive a one time payment of \$400 on July 13, 1984. Permanent part time employees in the unit who satisfy the above eligibility requirements will receive a pro rata share of the payment based on their scheduled hours of work. Employees who retire in a State pensions system between January 1, 1984 and June 29, 1984 will receive a pro rata share of the payment based on the amount of service during that period.

b. There shall be a seven (7) percent across the board increase applied to current base salary. Three sevenths (3/7) of that increase shall be effective in the first pay period of fiscal year 1984-1985 and the remaining four sevenths (4/7) shall become effective in the fourteenth pay period of the fiscal year.

c. There shall be a eight (8) percent across the board increase applied to current base salary. Three eighths (3/8) of that increase shall be effective in the first pay period of fiscal year 1985-1986 and the remaining five eighths (5/8) shall become effective in the fourteenth pay period of the fiscal year.

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

d. 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.

2. a. Each full time employee who will have a full year of service on or before July 1, 1983 shall receive a cash clothing maintenance allowance of \$375. Each full time employee who will have six (6) months of service on or before July 1, 1983 shall receive \$187.50.

b. Each full time employee who will have a full year of service on or before July 1, 1984 shall receive a cash clothing maintenance allowance of \$400. Each full time employee who will have six (6) months of service on or before July 1, 1984 shall receive \$200.00.

c. Each full time employee who will have a full year of service on or before July 1, 1985 shall receive a cash clothing maintenance allowance of \$425. Each full time employee who will have six (6) months of service on or before July 1, 1985 shall receive \$212.50.

d. Permanent part-time employees who are regularly scheduled to work twenty (20) or more hours per week and who are included in the classifications listed in the Appendix and who meet the service eligibility requirements shown above will receive the clothing allowance on a pro rata basis.

3. Effective in first full pay period of fiscal year 1985-1986 a ninth step shall be added to all salary ranges by adding a normal increment to the eighth step. Employees who have been at the eighth step of the same range for 18 months or longer shall be eligible for movement to the ninth step providing their performance warrants this salary adjustment.

4. The Joint Welfare Program shall be continued during the period of this Contract and the State shall provide any necessary funds to maintain the current benefit programs, except that the co-payment for the Prescription Drug Program shall be in keeping with the legislative appropriation. In addition, it is agreed that the Eye Care Program shall include all employees and their eligible dependents (spouse and unmarried children under 23 years of age who live with the employee in a regular parent-child relationship.) The coverage shall be \$25 for regular glasses and \$30 for bifocal glasses with all other conditions for eligibility as in the current plan. The extension of benefits to dependents shall be effective only after the employee has been continuously employed for a minimum of 60 days.

Full-time employees and eligible dependents as defined above shall be eligible for a maximum payment of \$25.00 or the cost, whichever is less, of an eye examination by an Ophthalmologist or an Optometrist.

Each eligible employee and dependent may receive only one payment for glasses and one payment for examinations during the first two-years of this agreement while the program is in effect. Proper affidavit and submission of

receipts are required of the employee in order to receive payments.

Payments for claims in the third year of this agreement will be considered as a payment in a two year period which includes the first year of a successor agreement.

C. Pay Practices

The State agrees that all regular bi-weekly paychecks be accompanied by a current statement of earnings and deductions and cumulative year to date earnings and tax withholdings.

The State shall make good faith efforts to convert from a monthly to a bi-weekly issue of supplemental checks for overtime for the preceding overtime reporting period for employees.

D. Dental Care Plan

Full-time employees and eligible dependents shall be eligible for the State-administered Dental Care Program.

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

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

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

An optional Group Dental program which will provide services through specific dental clinics will be made available to employees in this unit when legally and administratively feasible. Participation in this program shall be voluntary with a condition that each participating employee authorize a bi-weekly salary deduction not to exceed 50 percent of the cost of the coverage for a one year period. When the new program is available, employees will be able to enroll in only one of the two programs or in no program at all.

E. Deferred Compensation Plan

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

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

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

It is further understood that the maximum amount of deferrable income under this plan shall be fifteen (15%) percent or \$7500 whichever is less.

F. Co-Operative Effort

The parties to the Contract 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 improvements which may assist in realizing that objective.

ARTICLE XI

EMPLOYEE PERFORMANCE EVALUATIONS

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

2. Where the employee and designated supervisor fail to reach agreement on performance and improvement goals and work standards, the dispute may be processed as an A.2 non-contractual grievance through the grievance procedure.

B. 1. There shall be a written evaluation and rating of each employee completed annually which shall be the basis for granting a normal merit increment to eligible employees, if such is provided for in the Salary Program Article of this Contract. More frequent evaluations may be made where circumstances such as promotion, changes of the supervisor or other reasons may warrant. In such cases, the annual rating shall be a function of all such evaluations. No performance elements older than one (1) year shall be included in the then current performance evaluation.

2. Employees who are eligible and whose performance rating is satisfactory or higher shall be granted a normal merit increment, if such is provided for in the Salary Program Article of this Contract.

C. At least every six (6) months, the employer shall have a conference with the employee in connection with performance evaluation and improvement goals and work standards. A written record of such conference shall be provided to the employee.

D. 1. Where the performance of an employee is unsatisfactory, the designated supervisor will confer with such employee not less frequently than every three (3) months and shall set forth the deficiencies and improvement goals required to achieve satisfactory or better performance. A record of such conferences shall be made and a copy given to the employee and at the request of the employee a copy shall be made available to the Union.

2. Where there is a disagreement between the employee and his supervisor on a performance evaluation, the employee may have a Union representative discuss disagreement with the supervisor.

E. 1. Where the normal merit increment has been denied due to an unsatisfactory performance rating, and if subsequent performance of the employee is determined

by the supervisor to have improved to the point which then warrants granting a merit increment, such increment will be granted effective on any of the three (3) quarterly action dates which follow the anniversary date of the employee, and subsequent to the improved performance and rating which justifies such action. The determination by a supervisor to recommend the reinstatement of a merit increment as provided herein shall not be grievable.

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

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

G. 1. The State will use a variety of communications media, which may include booklets, pamphlets, publications, letters and announcements, to keep employees informed on the current status of the Employee Performance Evaluation and Improvement System. All new employees at the time of hire shall receive an orientation booklet describing the objectives of the evaluation system. Such material will be distributed to employees through their appropriate personnel function. Additional copies of such communications shall be supplied to the Union at its request.

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

H. Evaluation Report During Probationary Period (Working Test Period)

During the normal probationary period of four (4) months the employee will be advised of his progress, in writing, at the end of the second and third months. During the fourth (4) month, the employee shall be advised as to whether he has successfully completed the required probationary period or if the probationary period is to be extended. If the probationary period is extended to a maximum of six (6) months, the employee will be advised of his progress at the end of the fifth (5) month.

ARTICLE XII

ACCESS TO PERSONNEL FOLDERS AND EVALUATIONS

A. Each employee shall, if he requests, be given an opportunity to review any evaluation of his work performance or conduct prepared during the term of this Contract and included in his permanent personnel folder or permanent supplementary personnel file known as a unit or cottage file. He may file a written response to such materials and, if requested, such response will be attached to and retained with the particular instrument concerned. Any records concerning the performance or conduct of an employee that are passed from one (1) supervisor to another upon the transfer of an employee or his/her supervisor will be available for review by the employee upon request.

B. Each regular written evaluation of work performance shall be reviewed with the employee and evidence of this review shall be the required signature of the

employee on the evaluation form. Such signature shall not be construed to mean agreement with the content of the evaluation unless such agreement is stated thereon.

C. No document of anonymous origin shall be used against any employee. A document without a date shall be date-stamped as of the day it is placed in the file.

D. 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 proceeding, grievance hearing or in any final evaluation report rendered under the EPEIS Program will be given to the employee upon his request.

ARTICLE XIII

LEAVES OF ABSENCE

A. Administrative Leave

1. Full-time employees covered by this Contract shall be entitled to three (3) days of administrative leave of absence with pay in each calendar year.

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

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

3. 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.

4. Priority in granting such requests shall be (a) emergencies, (b) observation of religious or other days of celebration but not holidays as specified in this Contract, (c) personal business, (d) other personal affairs. Where, within 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 Section 3. Administrative leave may be scheduled in units of one-half (½) day, or multiples thereof and may be taken in conjunction with other types of paid leave.

5. Such leave credit shall not accumulate beyond the calendar year in which it was earned.

6. Permanent part-time employees, who are included in this bargaining unit, shall be entitled to administrative leave on a proportionate basis to a maximum of one and one-half (1½) days per calendar year. Newly hired part-time employees shall be granted one-half (½) day of administrative leave after each second full calendar month of employment to a maximum of one and one-half (1½) days during the remainder of the calendar year in which they are employed. Such leave shall be granted in multiples of one-half (½) day only.

B. Leave of Absence Due to Injury

1. An employee covered by this Contract who is disabled because of a job-related injury or disease shall, upon appropriate recommendation and approval by the Civil Service Department, be granted a leave of absence with pay. Contingent upon the availability of departmental funds legally usable for this purpose, such approved leave may be granted with full pay, with reduced pay, or with full pay for a certain period and reduced pay thereafter.

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

3. Such leave may be granted for up to one (1) year from the date of injury or illness and shall be based on medical or other proof of the injury or illness and the continuing disability of the employee. Differences of opinion between the employee's private physician and the appointing authority as to extending the length of a previously approved leave of absence due to injury, within the parameters of the existing program, will if requested by the employee, be reviewed at the Departmental Personnel Office for final resolution.

4. This program shall be administered in accordance with the Rules and Regulations promulgated by the Department of Civil Service, one of which requires the appointing authority to notify the employee in writing of the approval or disapproval within twenty (20) days. A claim of failure to notify may be appealed to Civil Service, and shall not be grievable or arbitrable under the terms of this Agreement.

C. Leave of Absence for Union Activity

1. The State agrees to provide leaves of absence with pay for delegates of the Union to attend Union activities. A total of 725 days of such leave may be used in the period July 1, 1983 to June 30, 1984; and 725 days during the period July 1, 1984 to June 30, 1985, and 725 days during the period July 1, 1985 to June 30, 1986.

2. a. This leave is to be used exclusively for participation in the State-wide AFSCME Annual Convention, the State AFL-CIO Annual Convention, the Annual Industrial Union Convention, the Bi-Annual AFSCME National Convention, for other regularly scheduled meetings or conventions of labor organizations with which the Union is affiliated or for Union field services.

b. The Union shall request in writing approval from the Office of Employee Relations to use such leave. Such request must specify the type of Union activity for which each leave is sought and the maximum number of leave days to be utilized.

c. Application for the use of such leave on behalf of an individual or individuals shall be made in writing eighteen (18) days in advance by the Executive Director, Council #1, to the Department Head, or his designee. Granting of such leave to an employee shall not be unreasonably withheld.

3. Leave will be granted to individuals authorized by the Executive Director of the Union, but shall be limited to a maximum of twenty (20) days of paid leave in each yearly period and seven (7) days of paid leave for any single conference or

convention for any individual employee except where special approval of an exception may be granted by the Governor's Office of Employee Relations.

4. Any leave not utilized in a yearly period shall not be accumulated except where a written request for approval by the Union to carry over such leave for a specific purpose is made not later than thirty (30) days prior to the end of the yearly period.

5. In addition, the State agrees to provide leave of absence without pay for delegates of the Union to attend Union activities approved by the State. A total of 500 days of such leave of absence without pay may be used in the period July 1, 1983 to June 30, 1984; and 500 days during the period July 1, 1984 to June 30, 1985, and 500 days during the period July 1, 1985 to June 30, 1986. This additional leave of absence without pay is to be used under the same conditions and restrictions specified in connection with the leaves of absence with pay.

D. Pregnancy - Disability Leave (Maternity Leave)

1. Permanent employees covered by this contract shall be entitled to pregnancy-disability leave as hereinafter set forth and consistent with Civil Service Regulations.

2. Pregnancy-disability leave with or without pay shall be granted in the same manner and under the same terms and conditions as sick leave. Request for such leave must be made by the employee in writing to the Personnel Department.

3. The appointing authority may request acceptable medical evidence that the employee is unable to perform her work due to disability because of pregnancy.

4. An employee may use accrued leave time (e.g. sick, vacation, administrative) for pregnancy-disability purposes, however, a) the employee shall not be required to exhaust accrued leave before taking a leave without pay for pregnancy-disability b) the employee must exhaust all her accrued sick leave prior to being eligible for New Jersey Temporary Disability Insurance.

5. Child care leave, which is only granted as leave without pay, may be granted by the appointing authority under the same terms and conditions applicable to all other personal leaves without pay.

E. Military Service Leave

The existing State statutes with regard to leave for military service in their present state or as they may be amended will be observed by the parties hereto. The benefits under these applicable statutes shall be provided for any eligible employee in this bargaining unit.

F. Sick Leave

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

2. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease. Sick leave may also be used for short periods because of death in employee's immediate family or for the attendance of the employee upon a member of the immediate family who is seriously ill, or whose spouse is hospitalized due to pregnancy.

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

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

4. a. In all cases of illness, whether of short or long term, the employee is required to notify his supervisor of the reason for absence at the earliest possible time but in no event less than one (1) hour before his usual reporting time. In exception to the foregoing where an employee becomes ill or injured due to unforeseen circumstances less than one (1) hour prior to his/her usual reporting time, that employee may be granted sick leave subject to the provisions of this article as long as he/she notifies his or her supervisor at the earliest possible opportunity. If special circumstances require any other notification time, management and the Union will work the problem out and establish the notification time. Failure to report absences in accordance with 4.a. or abuse of sick leave privileges on the part of any employee may be cause for disciplinary action.

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

5. To the extent that the following is consistent with Civil Service Regulations, the following shall apply:

a. Verification of illness by a physician may be required where there is a reasonable suspicion of abuse or misuse of the sick leave program.

b. In all circumstances where an employee is absent on sick leave for five (5) or more consecutive working days, submission of verification of an illness by a physician is required to substantiate the use of sick leave.

c. Where verification of sick leave by a physician is required, such verification need not be completed on any special form, provided that the information supplied is adequate and complete.

d. An employee who has been absent on sick leave for periods totaling more than fifteen (15) days in one (1) calendar year consisting of periods of less than five (5) days shall have his or her sick leave record reviewed by the respective appointing authority and thereafter may be required to submit acceptable medical evidence for any additional sick leave in that year. In cases where an illness is of a chronic or recurring nature causing recurring absences of one (1) day or less, only (1) submission of such proof shall be necessary for a period of six (6) months.

6. Death in Family

If there is a death in the family, as defined in the State Sick Leave Program,

and an employee has exhausted his sick leave balance, he shall be granted leave without pay or may charge leave against vacation or administrative leave or compensatory time balances for up to five (5) days upon his request to the appointing authority. In exceptional situations, the time may be extended at the discretion of the appointing authority.

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

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

9. When sick leave balances are exhausted, vacation and administrative leave balances may be utilized for absences due to illness upon request of the employee.

10. Sick leave may be requested while an employee is on vacation and requires such leave as provided in the Vacation Leave Article of this Contract.

11. All permanent part-time employees covered by this Contract shall accrue sick leave credit on a proportionate basis.

12. Unused Sick Leave-Retirement

Subject to the provisions of N.J.S.A. 12:14-9 and Rules and Regulations promulgated thereunder, a permanent employee who enters retirement pursuant to the provisions of a State administered or approved retirement system and has to his credit any earned and unused accumulated sick leave shall be entitled to receive supplemental compensation for such earned and unused accumulated sick leave.

The supplemental compensation to be paid shall be computed at the rate of one-half (½) of the eligible employee's daily rate of pay for each day of earned and unused accumulated sick leave based upon the average annual compensation received during the last year of his employment prior to the effective date of his retirement, provided, however, that no such supplemental compensation payment shall exceed \$12,000. This supplemental compensation shall be paid in a lump sum after the effective date of retirement or as may be elected by the employee deferred for one (1) year.

G. Special Leave

1. An employee shall be granted necessary time off without loss of pay when

he is summoned and performs jury duty as prescribed and required 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.

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

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

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

H. Vacation Leave

1. All full-time employees covered by this Contract shall be entitled to vacation leave with pay as provided herein:

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

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

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

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

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

2. a. It is understood that the current program to schedule vacation time in effect at each institution or agency will be continued. Each program shall provide for each employee to submit vacation requests for the current calendar year between March 1 and March 15 of each year. Each employee shall be notified whether the request has been granted no later than April 15 of each year. However, requests for vacation to be taken prior to April 15 will be submitted on December 1 of the preceding year. An employee shall be given a response as soon as possible but no later than within three (3) weeks. Conflicts concerning choice of dates when scheduling vacations will be resolved within the work unit on the basis of State seniority. If the State intends to make changes it would negotiate such changes if they are mandatory subjects of negotiation in accordance with N.J.S.A. 34:13A-1 et seq. and as determined by the Public Employment Relations Commission.

b. Where the vacation schedule is established but there is need to adjust the schedule due to unforeseen pressure of work or an emergency after voluntary

changes are made, the employees named and required to make a change will be in inverse order of their State seniority except that consideration will be given to a substantial commitment made by the employee involved.

3. a. Vacation leave is credited in advance at the beginning of the calendar year in anticipation of continued employment for the full year and may be used on the basis and in accordance with established State policy. Vacation allowance must be taken during the current calendar year at such time as permitted or directed by the Department head unless the Department head determines it cannot be taken because of pressure of work. An employee may request a maximum of one (1) year of earned vacation allowance be carried forward into the next succeeding year. The request shall be made in writing to the appropriate appointing authority and may be approved for good reason.

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

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

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

6. In the event the State of New Jersey enacts legislation granting additional vacation benefits to employees of the State, such additional vacation benefit will be made available to members of the Unit.

7. 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.

8. All permanent part-time employees who are included in this bargaining unit shall accrue vacation leave credit on a proportionate basis.

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

10. Sick Leave While on Vacation

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

ARTICLE XIV

LEAVE OF ABSENCE WITHOUT PAY

A. A permanent employee, upon written application setting forth the reason, may

be granted a leave of absence without pay for a maximum period of one (1) year by the appointing authority with the approval of the Department of Civil Service. Further leave in exceptional situations may be granted by the appointing authority with the approval of the Department of Civil Service, where it is in the public interest.

B. The appointing authority shall request approval from the Department of Civil Service for a leave of absence without pay up to a maximum period of one (1) year for an employee elected or appointed to a full-time position with the International Union, the Local Union, or the AFL-CIO. Such leave may be renewed on an annual basis as the term of office of such position requires to a total period not exceeding four (4) years. Each such renewal is subject to approval by the Department of Civil Service.

C. Leaves of absence without pay will not be unreasonably denied.

ARTICLE XV

HOLIDAYS AND PERSONAL PREFERENCE DAYS

A. Holidays

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

New Year's Day

Martin Luther King's Birthday (January 15)

Lincoln's Birthday

Washington's Birthday (3rd Monday in February)

Good Friday

Memorial Day (Last Monday in May)

Independence Day

Labor Day

Columbus Day (2nd Monday in October)

Election Day

Veteran's Day (November 11)

Thanksgiving Day

Christmas Day

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

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

B. Personal Preference Days

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

a. the agency employing the individual agrees and schedules the alternative date off in lieu of the holiday specified and the employing agency is

scheduled to operate on the alternative dates selected;

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

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

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

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

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

ARTICLE XVI

SPECIAL TIME OFF

A. Emergency or Special Observations

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

B. Other

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

ARTICLE XVII

HOURS OF WORK

A. The work week for each job classification within the unit shall be consistent with its designation in the State Compensation Plan. When work schedules are prepared, an objective shall be that all employees be assigned five (5) consecutive work days whenever practicable. Work schedules will be posted within each work unit.

B. All employees shall be scheduled to work a regular shift as determined by the appointing authority which work shift shall have stated starting and quitting times.

Employees shall be given maximum possible notice but no less than seven (7) days notice of any stated starting and quitting time change, except in an emergency. The work shift will consist of eight (8) consecutive hours interrupted by a meal period unless the nature of a particular operation makes it unfeasible to do so.

C. An employee whose scheduled days off are changed shall be given maximum advance notice which will be at least five (5) days, except in the case of an emergency. Should such advance notice not be given, an employee affected shall not be deprived of the opportunity to work the regularly scheduled number of hours in his work week. The use of a notification period of less than five (5) days shall not be abused.

D. Work schedules shall provide for a fifteen (15) minute rest period during each one-half (½) shift. Employees who are required to work beyond their regular quitting time into the next shift shall receive a fifteen (15) minute rest period when the period of work beyond their regular shift exceeds two (2) hours.

E. Generally, when an employee is called into work outside his regular shift, he will be provided a full work shift or the balance of the shift to which he is called. When an employee is called into work outside his regularly scheduled shift, he shall be compensated for the actual hours worked. He shall be guaranteed a minimum of four (4) hours compensation whether or not the four (4) hours are worked, except when the end of the call-in period coincides with the beginning of his regular shift.

F. The time sheet of an employee will be made available for inspection at his request.

G. Hours of work for "NL" employees may be adjusted by the responsible agency official in keeping with existing regulations and procedures. Provisions concerning Overtime and Sections B, and E, of this Article do not apply to "NL" employees.

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

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

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

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

I. Employees who are scheduled to work a second full shift contiguous to their normal scheduled shift shall be granted a fifteen (15) minute rest period without loss of pay during the period of overlap when such is available provided that in the judgement of supervision coverage is available to satisfy operational needs. The rest period described herein is in addition to the rest periods described in paragraph D of this Article.

ARTICLE XVIII

OVERTIME

A. 1. Overtime will accrue and compensation will be made in compliance with the Civil Service Rules and Regulations and Personnel Manual. Employees will be compensated at the rate of time and one-half (1½) for overtime hours accrued in excess of the designated work week. These compensation credits shall be taken in cash or in compensatory time. The State's intention is to pay overtime credits in cash as often as possible. Employee requests for specific compensatory time off in lieu of cash may be granted if it is operationally practicable to schedule and grant that time off.

2. For the purpose of computing overtime, all holiday hours, whether worked or not, for which an employee is compensated shall be regarded as hours worked. Overtime shall not be pyramided.

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

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

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

6. When a workshift 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.

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

2. An employee who is assigned non-scheduled overtime in excess of fifteen (15) minutes will be guaranteed a minimum of one (1) hour's work.

3. Where incidental overtime assignments are made, records of such time worked shall be kept and accumulated as straight time in exception to the provision of A.1. Such accumulations may be scheduled on an hour-for-hour basis as

compensatory time.

ARTICLE XIX

SCHEDULING OF OVERTIME

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

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

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

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

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

D. Lists showing the rotational order of each employee and the total overtime worked and refused by each employee shall be maintained in the work unit. Such lists shall be made available for inspection on request to Union officers, stewards and employees concerned.

ARTICLE XX

COMPENSATORY TIME OFF

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

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

1. where an emergency exists,
2. where scheduled one (1) month in advance,
3. where shorter notice of request is made.

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

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

D. 1. An employee may request the use of this compensatory time off which shall

be scheduled with the immediate supervisor in keeping with the needs within the work unit.

2. An employee may be required to take compensatory time off. Such request will not be made in an arbitrary fashion.

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

ARTICLE XXI

TRANSFER

An employee may submit a request for transfer through his personnel office to the personnel office of the institution or agency to which the employee desires to be transferred.

Upon any transfer of a permanent employee, all administrative leave, sick leave and vacation leave balances shall be transferred with the employee. Where a transfer of an employee is not agreed to and as a result the employee resigns to accept employment at another institution, without a break in service, that employee shall not involuntarily lose leave benefits.

ARTICLE XXII

REASSIGNMENT AND SHIFT CHANGE

1. An employee may have two (2) requests for reassignment on record at any one (1) time.

2. An employee whose shift is changed shall be given maximum advance notice which normally will be at least five (5) days, except in the case of an emergency. Should such advance notice not be given, an employee affected shall not be deprived of the opportunity to work the regularly scheduled number of hours in his workweek. The use of a notification period of less than five (5) days shall not be abused.

ARTICLE XXIII

FACILITIES PHASE OUT/CONSOLIDATION OF SERVICES

Whenever the State determines that one or more sections of an Institution are to be phased out or combined with other sections, the result of which will be the movement of some or all employees in that section to another job assignment, it is agreed that the State will meet with the local Union representatives and describe the circumstances and the movement plans prior to implementation and before bulletin board announcement of such plan is made.

ARTICLE XXIV

JOB POSTING

A. Reassignment and promotional opportunities within the organizational unit shall be posted prominently for seven (7) calendar days. The posting shall include the classification, the salary range with the authorized hiring rate, if any, a description of the job, any required qualifications, the shift assignment, current scheduled days off, and the procedure to be followed by employees interested in applying.

B. A copy of each notice posted will be forwarded to the appropriate Local Union Officer and Council.

C. The appointing authority will post prominently for seven (7) calendar days the name of the individual selected under the above procedure for the promotion and reassignment.

ARTICLE XXV

PROMOTION

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

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

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

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

C. It is agreed that eligible employees who are fully qualified and apply for any non-competitive position will be given preferential consideration over any non-employee applicant.

D. In appointments to non-competitive positions for which examinations are not required:

1. The appointing authority shall make such appointments on the basis of employee State seniority among the employees who are fully qualified;

2. Where no employees are fully qualified as in paragraph D.1., contingent appointments may be made from a group of employees most nearly qualified and who may fully qualify with a minimum of additional training (up to three (3) weeks on the job) on the basis of seniority. Such contingent appointments may be extended for an additional two (2) weeks of on-the-job training at the discretion of the employer. Employees who fail to qualify after such training will be returned to their permanent position.

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

F. When provisional appointments are to be made within a work unit, employees who meet the minimum qualifications and are capable of performing the work shall be considered for such appointment. No employee not fully qualified shall be considered unless there are no qualified and capable employees available and willing to accept the position.

ARTICLE XXVI

CIVIL SERVICE EXAMINATIONS

Employees who are scheduled to take open competitive examinations for titles within this bargaining unit, or promotional examinations administered by the Civil

Service Department of the State of New Jersey for positions in the State service, shall be granted time off with pay to take such examinations if they are scheduled during the work shift of the employee. Such privileges may not be abused.

ARTICLE XXVII

OUT-OF-TITLE WORK

The State and the Union agree that employees shall be assigned work appropriate to and within their job classification. The assignment of out-of-title work on a regular and continuing basis shall be avoided. Instances of such 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 possible time which shall in any case be no later than three (3) months from the time of notification by the Union. Any dispute as to whether the work is within the job classification of the employee(s) involved may be resolved by appeal to Civil Service where the matter will be heard within twenty-one (21) days and a decision rendered within ten (10) days of that hearing. Any dispute concerning the phasing out period will be resolved through the grievance procedure, initiated at Step Three.

ARTICLE XXVIII

POSITION CLASSIFICATION AND EVALUATION REVIEW

The Union may request a reevaluation of a position (job classification), on the basis of job content change only. The State will review a request and will reevaluate the position, provide an opportunity for the Union to present its views, and render a written decision.

Implementation of any resulting reclassification of position shall be made consistent with normal procedures and availability of funds.

Members of the bargaining unit shall be allowed to process requests for reclassification in accordance with applicable Civil Service Rules and Regulations. The Union shall receive notification of such requests and determinations of same, as mutually agreed upon.

ARTICLE XXIX

LAYOFF AND RECALL

A. When it is necessary to lay off employees, the Union shall be notified at once, and shall meet with the State, and the conditions outlined below and the established protections administered by the Department of Civil Service shall be observed.

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

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

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

E. Whenever possible, the State will try to avoid layoff by transferring, reassigning or offering to demote employees to available vacancies.

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

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

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

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

2. An employee recalled to his former 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.

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

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

L. It is recognized and agreed that the Union and the State share an interest in protecting the opportunity for continuing employment for employees covered by this Contract. Therefore, if during the term of this Contract, the State contracts out or subcontracts work normally performed by these employees, each employee affected will be given every priority available to continue employment within his or her classification or in any other position available for which the employee is qualified, prior to layoff or similar action. Any employee thus affected will be protected by the layoff and recall provisions of this Contract.

M. The State agrees to meet with the Union prior to any layoff notification to discuss all incidences of contracting or subcontracting that are based solely on

fiscal considerations whenever it becomes apparent that a layoff or job displacement will result.

ARTICLE XXX

SAFETY AND HEALTH

A. Joint Safety and Health Committee

The State and the Union agree to establish a Joint Safety and Health Committee, consisting of three (3) members appointed by each party.

The purpose of the committee is to make recommendations to Departmental and State government management concerning the improvement or modification of conditions which represent hazards to employees, dependent residents of institutions and to property of the State. This group will review the recommendations of safety committees from local institutions as well as other pertinent data or information which is available.

Regular meetings will be scheduled as required.

B. Local Safety Committee

A safety committee shall function at each institution. The Union shall appoint three (3) members to the committee. This committee shall meet regularly as required to discuss safety and health problems or hazards and programs of accident prevention and safety information programs, and to reach agreements and develop specific measures, methods, repairs or changes required to eliminate hazardous conditions. Whenever necessary, the committee may conduct on-site tours to inspect specific hazardous conditions that are brought to the committee's attention by the Union.

The committee will have available to it any information or reports concerning accidents or safety within the institution.

The committee will establish its procedural guidelines including their functions and the rotation of the chairmanship and schedule of meetings. Reports and recommendations of the committee will be directed to the appointing authority and the Joint Committee above.

C. Employee Safety

The State will continue to provide safety devices required for the protection of its employees.

Employees will be instructed in the proper and safe operation of patient lifts or other devices that are used in the performance of their normal duties. Other safety and health training will be provided as deemed necessary and practical by the Department Head or designee.

Employees shall not be required to work where conditions exist which violate safety rules and regulations of the State.

Employee complaints of unsafe or unhealthful conditions shall be promptly investigated. Corrective action shall be initiated at the earliest time practicable to bring such conditions within safety guidelines.

An employee whose work is temporarily eliminated as a result of the above,

may be assigned to other work of which he is capable on an interim basis.

In the event of an on-the-job injury requiring professional medical attention, the State will expedite such medical attention by calling for an ambulance, if required, or if the injured employee can be moved, arranging transportation to a competent medical facility.

In the event an employee becomes seriously ill while on duty and is incapable of seeking medical attention on his/her own, the State will expedite medical attention by the best available means.

Each employee will maintain reasonable standards of personal hygiene and cleanliness in accordance with the requirements of his job.

ARTICLE XXXI

RETIREMENT BENEFITS

The State is a participant in the Public Employees Retirement System. Eligibility for participation by employees and retirement benefits are governed by statute and Rules and Regulations promulgated thereunder and administered exclusively by the New Jersey Division of Pensions. Upon request to the appointing authority, the Union and any employee in this bargaining unit shall be provided with a written description of the PERS Program as outlined by the Division of Pensions.

ARTICLE XXXII

HEALTH BENEFITS

A. The State Health Benefits Program is applicable to employees covered by this Contract.

1. The State Health Benefits Program includes Blue Cross/Blue Shield (Rider J, 1420 series surgical plan, and Second Surgical Opinion on elective surgery) and Major Medical Coverage. The cost of such coverage is paid by the State for eligible employees and dependents.

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

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

3. Employees may obtain a brochure which describes the Health Benefits program from their local personnel office. The Union will be furnished sufficient copies for its use.

4. In an effort to expedite the resolutions of situations where an employee is declared ineligible for benefits by Blue Cross/Blue Shield, the Union's Executive Director may present the facts of the case to the Division of Personnel at the departmental level, on the form provided by the State for that purpose. The Union

will be informed of the resolution of the problem.

B. Pursuant to N.J.S.A. 26:2J-1 et seq., employees may opt to receive medical coverage from approved Health Maintenance Organizations when available, in lieu of the normal coverage under the State Health Benefits Program. Eligibility requirements and administrative procedures are governed exclusively by the State Health Benefits Commission. Under the applicable law, the State shall not make a contribution for any employee greater than the contribution which would otherwise be made to the State Health Benefits Program. Employees opting to participate in a Health Maintenance Organization will be required to contribute the difference in the cost for such participation.

ARTICLE XXXIII

UNEMPLOYMENT COMPENSATION AND DISABILITY

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

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

ARTICLE XXXIV

IDENTIFICATION CARDS

The State shall furnish identification cards to all employees who have served continuously for six (6) months. Lost cards shall be reported immediately and the first replacement shall be made at no cost to the employee. The State shall also provide identification cards for each Officer and Steward of the Union which shall contain information describing him, his picture, title, and affiliation with the Union.

ARTICLE XXXV

CLAIMS ADJUSTMENT

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

ARTICLE XXXVI

LIABILITY CLAIMS INDEMNIFICATION

All employees covered by this Contract shall be entitled to defense and indemnification by the State against liability claims or judgments arising out of the performance of their official State duties as set forth in the Laws of 1972, Chapters 45 and 48.

ARTICLE XXXVII

INSURANCE SAVINGS PROGRAM

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

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

The Union and the State will meet periodically to review the program as to its quality and methods of operation.

ARTICLE XXXVIII

MEALS, HOUSING AND PARKING PRACTICES

A. Meals

1. Resident or non-resident employees shall have the option of purchasing all, none, or any number of meals per day on a monthly basis as contracted for on a voluntary basis with the exception of Food Service personnel who will be required to take at least one (1) meal per day unless excused for valid medical reasons.

2. When employees are required to work non-scheduled or emergency overtime beyond their normal work hours for three (3) or more consecutive hours, a free meal shall be allowed during off duty time providing the kitchen facilities are available. However, this provision shall not apply to the situation when an employee is required to work scheduled overtime. When no free meal is authorized during such overtime, the employee may purchase and consume a meal during off duty time if available within the limitations of the institution at the established rates.

3. Employees who are to be on vacation or other leave of absence for a period of two (2) weeks or longer may upon one (1) week advance request suspend their meal contract for that period and charges will not be made for the suspended time.

B. Housing

The Union shall be allowed to designate one (1) representative to attend institution housing committee meetings to represent the views of the Union on the matters being considered.

C. Parking

Wherever parking facilities are provided by the State, the proper use of such facilities by employees in the Health, Care and Rehabilitation Services Unit shall be without cost to the employee.

D. Facilities convenient to work stations will be provided at each institution for employees to hang coats and hats and to place overshoes while they are on duty.

ARTICLE XXXIX

TRAVEL REGULATIONS

Employees are not required to provide privately owned vehicles for official business of the State. However, when an employee is authorized to utilize his privately owned automobile for official business of the State, the employee on a voluntary basis only may provide the use of said vehicle for the authorized purpose and will be reimbursed for mileage as provided by law. The State requires each individual accepting such authorization to maintain insurance for personal liability in the amounts of \$25,000 for each person and \$50,000 for each accident and \$10,000 property damage for each accident. The State will provide insurance coverage where such privately owned vehicles are used in the authorized business of the State covering the excess over the valid and collectible private insurance in the amount of \$150,000 for each person and \$500,000 for each accident for personal liability and \$50,000 property damage for each accident unless and until legislation is passed which requires the State to indemnify and hold harmless their employees for personal injuries and property damage caused by the negligence of said employees while operating their privately owned vehicles on the authorized business of the State.

ARTICLE XL

EDUCATION BENEFITS

A. Tuition Aid Program, Scholarships, and Financial Assistance

1. The Tuition Aid Program shall be continued with tuition for approved job related training paid by the State.
2. Scholarships and financial assistance which may include paid leaves of absence in certain job related educational areas will be offered by the State on a continuing basis, and within the limits of available funding.
3. Information including application details, requirements and methods of selection shall be provided to the Union for the above programs.

B. In-service Training

1. In-service Training appropriate to employees in this unit shall be offered.
2. Employees eligible for participation shall be advised, at the earliest possible date, of the details of the training.

C. GED

General Education Development instruction and tests shall be offered to employees on a regular and continuing basis at locations in proximity to the various worksites in accordance with the Department of Education's program.

D. Education Review Committee

1. A committee consisting of three (3) representatives from the State and three (3) representatives of the Union shall meet twice a year to review all Education programs offered to employees in this Unit.
2. Said Committee may design or redefine educational programs to provide maximum benefit to employees in the area of job improvement.
3. The committee shall also review requirements and methods of selection for educational programs.

E. Special Training

The State will join with the Union to provide a program of training in order to prepare employees for upgrading to the positions of Human Services Technician and Cottage Training Technician.

ARTICLE XLI

OUTSIDE WORK

It is understood that outside employment shall not interfere with the efficient operation of the Department or agency and the recognized priority of the employee's responsibility to assignments in his or her work as an employee.

Outside employment shall not conflict with rulings of the Ethical Standards Commission.

All grievances arising under this Article shall be considered grievances as defined in A.2. of the Grievance Procedure.

ARTICLE XLII

PRESERVATION OF RIGHTS

Notwithstanding any other provision of this Contract, the parties hereto 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/or interpose any and all claims or defenses in legal actions surrounding such proceedings as unfair practices, scope of negotiations, enforcement or modification of arbitration awards, issues of arbitrability, and specific performance of the Contract.

ARTICLE XLIII

MAINTENANCE OF BENEFITS AND EFFECT OF CONTRACT

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 Contract unless modified herein or by subsequent agreement of the parties.

B. Effect of Contract

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 Contract shall be considered to be modified consistent with the terms of this Contract, provided that if the State changes or intends to make changes which have the effect of eliminating such terms and conditions of employment, the State will notify the Union and post such changes if requested by the Union within ten (10) days of such notice or of such change or of the date on which the change would reasonably have become known to the employees affected. The State shall within twenty (20) days of such request enter negotiations with the Union on the matter involved, providing the matter is within the scope of issues

which are mandatorily negotiable under the Employer-Employee Relations Act as amended and further, if a dispute arises as to the negotiability of such matters, that the procedures of the Public Employment Relations Commission shall be utilized to resolve such dispute.

ARTICLE XLIV

LEGISLATIVE ACTION AND SAVINGS CLAUSE

A. Legislative Action

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

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

B. Savings Clause

If any provision of this Contract 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 Contract shall be deemed amended or nullified to conform to such law. The other provisions of the Contract shall not be affected thereby and shall continue in full force and effect.

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

ARTICLE XLV

TERM OF CONTRACT AND NEGOTIATIONS PROCEDURES

A. Term of Contract

This Contract shall become effective on July 1, 1983 and shall remain in full force and effect until June 30, 1986.

The Contract shall be renewed from year to year thereafter unless either party shall give written notice of its desire to terminate, modify or amend the Contract. Such notice shall be by certified mail prior to October 1, 1985, or October 1 of any succeeding year.

B. Negotiations Procedures

1. The parties agree to enter into collective negotiations concerning a successor Contract to become effective on or after July 1, 1986, subject to the provision above.

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

ARTICLE XLVI

COMPLETE CONTRACT

The State and the Union acknowledge this to be their complete Contract, except as may be added hereto by particular reference in memorandum of understanding predating the date of signing of this Contract, and inclusive of all negotiable issues whether or not discussed and hereby waive any right to further negotiations on any issues presented except that any rights or obligations of either party to negotiate as set forth within the New Jersey Employer-Employee Relations Act (Ch. 303 L. 1968 and Ch. 123, L. 1974 and as amended) are acknowledged and not waived.

ARTICLE XLVII

NOTICES

For the purpose of giving notice as provided in Article XLV, Term of Contract, the State may be notified through the Director, Office of Employee Relations, Governor's Office, 134 West State Street, Trenton, New Jersey 08608; and the Union through the Executive Director, Council No. 1, American Federation of State, County, and Municipal Employees, 690 Whitehead Road, Trenton, New Jersey 08648.

IN WITNESS WHEREOF, the State and the Union have caused this Contract to be signed by their duly authorized representatives as of this seventh day of September, 1983.

FOR THE STATE OF NEW JERSEY:

Frederick W. Glavin
John R. Krumer
Nancy J. Schaefer

FOR THE DEPARTMENTS:

David Zaleski
Betsy Curriah
Kenneth Krump
Peter J. Bilj

FOR THE AMERICAN FEDERATION
OF STATE, COUNTY, AND
MUNICIPAL EMPLOYEES, AFL-CIO,
COUNCIL NO. 1:

Alfred W. Wurf
Alison Marie
Joseph White 2218
Caryn Holmes 2215
Nella Wood 2218
Andrey Oliver 2208
Minnie Bolton 2218
Matthew Long 158
James Tall 2222
Elizabeth Butler 2219
Betty Sykes 2221
James R. Edge 2214
Dolores Payne 2217
LeBron Jones 999
John Jackson 2210
Robert Mitchell 2207
Shada L. Platt 2220
Carole Lee Jones 2212
Stanley Bell 2216
Louise J. Gray Council 2
Shirley Adams 66775
Paula Steger Co. #73
Mark Williams
Walter Fulker
Jack Merkel
Carrie Anderson

James Perry - 2217
George S. Brown 2216



MEMORANDUM OF UNDERSTANDING I

The State agrees in cooperation with the Union, to continue the "burn-out" committee, whose responsibility shall be to discuss the "burn-out" syndrome and its relationship to the duties of institutional and Human Services employees. The Committee shall be comprised of representatives of both the State and the Union, and shall meet in accordance with the schedule established by the Committee.

MEMORANDUM OF UNDERSTANDING II

The parties agree that the hearings provided for in Article VIII of the Contract shall be conducted in accordance with the following guidelines:

1. All hearings shall be conducted in an informal manner, without reference to formal rules of evidence, but subject to the following principles:

a. The hearing officer shall admit all testimony having reasonable probative value, but may exclude immaterial, irrelevant, or unduly cumulative testimony.

b. Direct and cross-examination of witnesses shall be allowed. Either party may request that witnesses be sequestered. The hearing officer may determine that witnesses be sequestered without a request from either party.

c. The petitioning employee shall not be required to testify, but if s/he does testify voluntarily, s/he may be cross-examined upon any matter relevant to the hearing.

d. Whenever written eyewitness accounts of incidents are used as evidence in cases involving removal or suspension, the employee who prepared and/or signed such document shall be available for cross-examination unless such appearance presents an undue hardship. Hearings shall be scheduled in keeping with this provision.

e. The decision shall include:

(1) A short statement of the nature of the proceedings;

(2) Discussion of testimony or evidence;

(3) Specific findings of fact;

(4) Conclusion and decision based on findings of fact and applicable

laws and rules.

2. Provisions of this Memorandum of Understanding are not grievable, however, instances of non-adherence to the above guidelines when reported by the Union to the Office of Employee Relations shall be investigated and corrected.

MEMORANDUM OF UNDERSTANDING III

It is agreed between the parties that in exception to the dates of July 1, 1983 that appear in paragraph B. 2.a. of Article X the dates to be used in 1983 only will be August 26, 1983.

FOR THE DEPARTMENTS: **APPENDIX I**

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

TRANSFER

A. Definition:

Transfer is the movement of a permanent employee within his job classification from one (1) organizational unit or Department to another organizational unit or Department.

When accepted for transfer, the request for transfer shall not be unreasonably withheld by the institution wherein he is employed.

REASSIGNMENT

A. Definition

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

B. Objectives

Reassignment 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.

C. Reassignment Rights

1. Employees within the work or organizational unit who have responded to the job posting for permanent reassignment (reassignment for more than six (6) months) shall be reassigned in the order of job classification seniority unless the reassignment objectives would not be met.

2. If no employee under C. 1. is selected, or if there are no requests submitted, the employee with the least job classification seniority of all the affected employees deemed qualified shall be reassigned.

3. Where temporary reassignments are made because of staff absences, such reassignments will be distributed equitably among the employees affected, on a rotational basis in the inverse order of job classification seniority, except in an emergency. When temporary reassignments are made to achieve any of the objectives in Section B, job classification seniority shall not apply.

4. When an employee's request for reassignment has been granted, he shall be eligible for one (1) additional reassignment under the provisions of Section C.1. above, within the succeeding twelve (12) month period.

D. Shift Change

For purposes of this Contract, shift changes shall be considered as

reassignments.

FACILITIES PHASE OUT/CONSOLIDATION OF SERVICES

It is further agreed that, in such situations, the movement of the employees will be in accordance with the following procedure.

Initially, the affected employees will be moved on their same shift, to other work units as determined by the State. If, after the initial move, it is the view of the State that an imbalance of numbers of employees on the various shifts exists in the work units that received employees from the phased out section, the State shall post the open assignments for a maximum of five (5) days. If the assignments are not filled from the postings, they shall be filled by reassigning, using the procedure described in Reassignment, Paragraphs B. and C.1. and C.2. It is further agreed, however, that the posting and/or subsequent reassignments described above will be confined to the individual work unit or units that were affected by the initial movement.

APPENDIX II
HEALTH, CARE AND REHABILITATION SERVICES UNIT

Title Code	Title
62523	Aide Commission for the Blind and Visually Impaired
44623	Baker
44622	Baker 10 Months
40942	Barber
44633	Butcher
64843	Community Employment Service Aide
64844	Community Employment Service Worker
44642	Cook 10 Months
44643	Cook 12 Months
04133	Cottage Supervisor I
04143	Cottage Training Technician
04140	Cottage Training Technician Trainee
32743	Cottage Worker
60942	Day Care Aide
60944	Day Care Center Technician
60931	Day Care Center Worker Trainee, Youth and Family Services
60932	Day Care Center Worker, Youth and Family Services
01031	Dental Aide
01035	Dental Assistant I
01032	Dental Assistant II
01034	Dental Hygienist
01044	Dental Mechanic
44704	Dining Halls Supervisor
63044	Drug Abuse Assistant
62671	Educational Assistant Commission for the Blind and Visually Handicapped
00903	Emergency Medical Services Technician
44700	Food Service Worker 10 Months
44701	Food Service Worker 12 Months
40923	Hairdresser
62843	Health Aide
44711	Homemaker Service Worker
04112	Human Services Assistant
04116	Human Services Technician
62051	Income Maintenance Technician
04113	Institutional Charge Attendant
40623	Institutional Trade Instructor I
40643	Institutional Trade Instructor I, State Use
40624	Institutional Trade Instructor II

63111	Juvenile Officer School of Adolescent Drug Abuse
32681	Medical Security Officer
32680	Medical Security Officer Trainee
03669	Occupational Therapy Assistant
03851	Operating Room Technician
03690	Physical Therapy Assistant
03844	Practical Nurse
44713	Principal Homemaker Service Worker
62134	Principal Social Service Aide
04122	Program Aide A. Harry Moore School 10 Months
81192	Program Coordinator Runaway Youth Services
03834	Psychiatric Technician
62031	Quality Control Reviewer
03541	Recreation Aide
03542	Recreation Assistant
03550	Recreation Trainee
65340	Rehabilitation Aide
61943	Residential Center Worker
04138	Residential Living Specialist
04172	Residential Services Supervisor 1-10 Months
04171	Residential Services Supervisor 2-10 Months
03845	Respiratory Therapy Technician
60933	Senior Day Care Center Worker Youth and Family Services
44703	Senior Food Service Worker 10 Months
44702	Senior Food Service Worker 12 Months
44712	Senior Homemaker Service Worker
32687	Senior Medical Security Officer
62133	Senior Social Service Aide
03643	Senior Therapy Program Assistant
66000	Senior Youth Worker
64833	Services Aide Labor
64830	Services Aide Trainee Labor
62132	Social Service Aide
62130	Social Service Aide Trainee
63113	Substance Abuse Assistant
03850	Surgical Technician
40924	Teacher Beauty Culture
40925	Teacher Beauty Culture 12 Months
03640	Therapy Aide
03642	Therapy Program Assistant
63613	Training Assistant
63614	Training Assistant
62543	Vocational Aide Commission for Blind

62544	Vocational Assistant Commission for Blind and Visually Impaired
62144	Welfare Aide
18043	X- Ray Technician
66002	Youth Worker
66001	Youth Worker Trainee