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AFSCME CONTRACT

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PREAMBLE

This Agreement made between the State of New Jersey and Council No. 63, American Federation of State, County and Municipal Employees, AFL-CIO, covering employees in the Health, Care and Rehabilitation Services Unit, has as its purpose the promotion of harmonious employee relations between the State and its employees represented by the Union; the establishment of equitable and peaceful procedures for the amicable resolution of all disputes and grievances; and the determination of the wages, hours of work and other terms and conditions of employment.

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

RECOGNITION AND DEFINITIONS

RECOGNITION

A. The State of New Jersey by the Office of Employee Relations in the Governor's Office and hereinafter referred to as the "State" hereby recognizes the Council No. 63 American Federation of State, County and Municipal Employees, AFL-CIO, and hereinafter referred to as the "Union" as the exclusive representative for collective negotiations of the wages, hours of work and other terms and conditions of employment for all its employees in the statewide Health, Care, and Rehabilitation Services Unit.

B. 1. Included are all full time permanent and provisional employees of the State of New Jersey listed in Appendix I.

2. Whenever new classifications of employees are created, the State shall assign to such classification an appropriate unit designation. The State will notify the Union of such designation to this negotiations unit thirty (30) days prior to the effective date of amending such listing. If requested in writing, the State will discuss any such designation with the Union. The Union may grieve any such amendment, utilizing the procedures of Article VII.

C. Excluded are:

1. Managerial Executives
2. Supervisors
3. Policemen
4. Employees represented in other certified bargaining units.
5. Classifications within the Department of Higher Education except those in the State College System
6. All other employees of the State of New Jersey not included within the statewide Health, Care, Rehabilitation Services Unit.

Article I (cont.)

DEFINITIONS

- A. All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.
- B. The term "holiday" means any day so designated under Article XVIII or a day especially designated by the Governor.
- C. "Call-in time" refers to that period of time that an employee is called back to his place of employment to perform work at times other than his regular work shift when the beginning of that extra work period does not coincide with the end of his regular shift and the end of the extra work period does not coincide with the beginning of his regular work shift.
- D. When an employee moves from one institution to another or one department to another in the same or equivalent classification, he shall be considered a "transfer".
- E. The term "appointment" means the offer and acceptance of a position on either a permanent or temporary basis.

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 vested 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 Agreement between the State and the Union, all such rights, powers, authority, prerogatives of management and responsibility to promulgate and enforce reasonable rules and regulations governing the conduct and the activities of employees are retained by the State.

Article III

CIVIL SERVICE REGULATIONS

It is intended that the administrative and procedural provisions and controls of the Civil Service Law and the Rules and Regulations promulgated thereunder are to be observed in the administration of this Agreement, except and to the extent that this Agreement pertains to subjects not therein contained. Where the terms of the Agreement specifically indicate an understanding contrary to those provisions, the State and the Union agree to initiate proceedings to achieve modifications consistent with the Agreement by request to Civil Service.

Article IV

NON-DISCRIMINATION

The provisions of this Agreement shall be applied equally to all employees and the Union and State agree there shall not be any discrimination as to age, sex, marital status, race, color, creed, national origin, political affiliation or union membership.

ARTICLE V

POLICY AGREEMENTS

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

Said committee meetings shall be some time during the second week of March, June, September and December. These meetings are not intended to by-pass the grievance procedure or to be considered contract negotiation meetings but are intended as a means of fostering good employment relations through communications between the parties.

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.

A maximum of five (5) employee representatives of the Union may attend such quarterly meeting and if during duty hours shall be granted time to attend without loss of pay.

Article V

POLICY AGREEMENTS

- A. Neither the Union nor any employee represented by it will 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 Agreement.
- C. The Union recognizes its responsibility as exclusive collective negotiations agent and agrees to represent all employees in the unit without discrimination.
- D. These agreements are not intended to limit the freedom of speech of the Union or its members.

Article VI

DUES DEDUCTION

The State agrees to deduct from the pay of any employee the dues of the Union provided the employee authorizes such deduction in writing in proper form to the Office of the Treasurer of the State.

It is understood that such authorization shall remain in effect for the term of this agreement.

Dues so deducted shall be transmitted to the designated officer of the Union, together with a listing of the employees included.

The Secretary-Treasurer of the Union shall certify to the State the amount of Union dues and shall notify the State of any change in the amount of dues to be deducted thirty (30) days prior to the intended effective date of such change.

Article VII

GRIEVANCE PROCEDURE

A. Definition of a Grievance

The term "Grievance" shall mean an allegation that there has been:

1. A breach, misinterpretation or improper application of the terms of this Agreement; or
2. A claimed violation, misinterpretation, or misapplication of rules or regulations, existing policy, or orders, applicable to the agency or department which employs the grievant affecting the terms and conditions of employment.

B. Purpose

1. The purpose of this procedure is to assure prompt and equitable solutions of problems arising from the administration of this Agreement, or other conditions of employment and to provide an exclusive vehicle for the settlement of employee grievances under Civil Service Rule 4:1-23.2.
2. It is agreed that the individual employee is entitled to the utilization of this grievance procedure and to Union representation upon his request in accordance with the provisions hereof. He shall not be coerced, intimidated or suffer any reprisal as a direct or indirect result of such use.
3. 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.

GRIEVANCE PROCEDURE (con't.)

4. Where criminal charges or procedures are initiated, the right of the employee to representation by the Union and/or his attorney shall not be violated.

C. Informal Procedure

Any member of the collective negotiating unit may orally present and discuss his complaint with his immediate supervisor on an informal basis. At the employee's option he may request the presence of the Union Shop Steward. If the employee exercises this option, the supervisor may request that such grievance be moved to the first formal step. Should an informal discussion not produce a satisfactory settlement, the grievant may within three (3) days move the grievance to the first formal step.

D. Time Sequence for Filing and Decision

1. A grievance must be filed at step one within fifteen (15) calendar days from the date on which the act which is the subject of the grievance occurred or fifteen (15) calendar days from the date on which the grievant should reasonably have known of its occurrence.

2. Reference to days in this process are working days of the party to which they apply except as otherwise specified.

3. Should a grievance not be satisfactorily resolved or should no decision be forthcoming in the prescribed time at step one, two or three, the grievant may, within three (3) working days, submit his grievance to the next step.

4. Should the grievant elect to present his grievance without Union representation, he shall so indicate on the grievance form at step one.

5. When a grievant designates the grievance as contractual, he must specify the appropriate article and paragraph allegedly violated.

GRIEVANCE PROCEDURE (con't.)

6. Where the subject of a grievance suggests it is appropriate and where the parties mutually agree, such grievance may be initiated at or moved to step two or step three without hearing at a lower step(s). A grievance concerning disciplinary action including suspension of five (5) days or a lesser penalty and any disciplinary action affecting provisional employees shall be initiated at step three.

7. Where a grievance directly concerns and is shared by more than one grievant, such group grievance may properly be initiated at step one, step two or step three, whichever is the first level of supervision common to the several grievants, with the mutual consent of the parties. The presentation of such group grievance will be by the appropriate Union representative(s) and a maximum of three grievants designated by the Union.

8. If the finding or resolution of a grievance at any step in the grievance procedure is not appealed within a prescribed time, said grievance will be considered settled on the basis of the last answer provided, and there shall be no further appeal or review. Should the employer not respond within the prescribed time, the grievant may exercise the option to proceed to the next step.

9. Time limits under this article may be changed by mutual agreement only.

10. 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 knows of its occurrence.

11. Decisions after a scheduled hearing shall be rendered in writing to the grievant and/or his Union representative within these time limits, except that the decision will be considered timely if rendered within these time limits or within three (3) days after the conclusion of the hearing, whichever is later.

GRIEVANCE PROCEDURE (con't.)

- (a) at step one, within five (5) days;
- (b) at step two, within five (5) days of the receipt of the appeal from the step one decision;
- (c) at step three, within ten (10) days of the receipt of the appeal from the step two decision;
- (d) at step four, within fifteen (15) days of the receipt of the appeal from the step three decision.

12. The Union only shall have seven (7) calendar days for appeal from an unsatisfactory step four decision. A hearing will be scheduled within thirty (30) days after receipt of the appeal from step four and a ^{RECOMMENDATION} decision rendered within ten (10) days of the completion of the hearing.

K. Employee and Witness Attendance

1. An employee and his Union representative shall be allowed time off during working hours without loss of pay:

- a. As may be required for appearance at a hearing of the employee's grievance
- b. For necessary travel time during working hours.

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

2. Where the Union requests employee witnesses, permission for a reasonable number of witnesses required during the grievance proceedings will be granted without loss of pay for the time of appearance and travel time as required.

GRIEVANCE PROCEDURE (con't.)

F. Grievance Procedure

A grievance shall be presented and adjusted in accordance with the steps outlined below. However, no grievance settlement reached under the terms of this agreement shall add to, subtract or modify any terms of this agreement or existing laws and any grievance so adjusted shall have no force or effect.

This agreement and the grievance procedure thereunder shall not cover disciplinary action involving a permanent employee where the contemplated penalties may be those found in N.J.S.A. 11:2 A-1 et seq. and Civil Service Rule 4:1-5.15. Under the foregoing only the rules and procedures of the Civil Service Commission will be applicable.

Step One

In the event the matter is not resolved informally, the grievant may submit his grievance in writing to his immediate supervisor who shall hear the grievance. The grievant may at his option be represented by the Union Steward.

Step Two

If the grievant is not satisfied with the decision rendered at step one, he may submit his grievance in writing to his intermediate supervisor. The intermediate supervisor shall hear the grievance and witnesses may be heard and pertinent records received. The grievant may at his option be accompanied and represented by the Union Steward.

Step Three

If the grievant is not satisfied with the disposition of the grievance at step two, he may appeal to the highest operational management representative. He or his designee shall hear the grievance, witnesses may be heard and pertinent records received. The grievant may at his option be accompanied and represented by the Union's Local President or his designated Local Union Representative and/or the Council Representative.

GRIEVANCE PROCEDURE (con't.)

Step Four

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

The grievant may be accompanied and represented by the Union Council Director, the State Area Director or their representatives and the Local President.

If the decision involves a non-contractual grievance or if the grievant has presented his appeal without Union representation, the decision of the department head /shall be final and a copy of such decision shall be sent to the Union.

Step Five

If the Union represented the grievant at step four and the grievance involves an alleged violation of the Agreement as described in (A) (1) in the definition of a grievance, the Union, as representative of the grievant may, upon notification to the Department head, appeal the Department head's decision to a fact finder who shall conduct the hearing and investigation to determine the facts and render a recommendation to the parties for the resolution of the grievance within fifteen (15) days of the conclusion of the hearing. Such recommendation shall be strictly limited to the issue submitted and the application and interpretation of this Agreement and shall not have the effect of adding to, modifying or detracting from the terms of this Agreement. Within ten (10) days of the receipt of the recommendations of the fact finder, the parties will meet to discuss their response to the recommendations.

GRIEVANCE PROCEDURE (con't.)

Step Four

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

The grievant may be accompanied and represented by the Union Council Director, the State Area Director or their representatives and the Local President.

If the decision involves a non-contractual grievance or if the grievant has presented his appeal without Union representation, the decision of the department head /or his designee shall be final and a copy of such decision shall be sent to the Union.

Step Five

If the Union represented the grievant at step four and the grievance involves an alleged violation of the Agreement as described in (A) (1) in the definition of a grievance, the Union, as representative of the grievant may, upon notification to the Department head, appeal the Department head's decision to a fact finder who shall conduct the hearing and investigation to determine the facts and render a recommendation to the parties for the resolution of the grievance within fifteen (15) days of the conclusion of the hearing. Such recommendation shall be strictly limited to the issue submitted and the application and interpretation of this Agreement and shall not have the effect of adding to, modifying or detracting from the terms of this Agreement. Within ten (10) days of the receipt of the recommendations of the fact finder, the parties will meet to discuss their response to the recommendations.

GRIEVANCE PROCEDURE (con't.)

Step Five (con't.)

The fact finders shall be: 1. _____
2. _____
3. _____
4. _____

FACT FINDER

In each instance, the ~~hearing officer~~ shall be chosen from the above list by mutual agreement or, failing this, by each party eliminating one of the four with the first option to eliminate to be alternated, starting with the Union. Should a chosen ~~hearing officer~~ **FACT FINDER** be unable to serve, the process of choice shall be repeated.

The Union may be represented by the Union Area Director, the Council No. 63 Executive Director or a designee of either. A Local Union Officer and the grievant may be present and a reasonable number of witnesses called.

FACT FINDER

The fees of the ~~hearing officer~~ shall be consistent with the schedule as prescribed by the Public Employment Relations Commission and shall be shared equally by the parties. Any other cost of this procedure shall be paid by the party incurring that cost.

ARTICLE VIII

GRIEVANCE INVESTIGATION

Where the nature of a grievance, which has been formalized and submitted in writing, requires investigation by the Union Steward or Officer to achieve an understanding of the specific work problem during working hours, the Steward will be granted permission and reasonable time, to a limit of one (1) hour, to investigate without loss of pay, providing the work responsibilities of the Steward and of any employee involved are covered and provided further there is no disruption of work.

This shall not be construed to include preparation of paperwork, record keeping, conferences among Union officials or preparation for presentation at a grievance hearing.

The time to investigate a grievance shall not be unreasonably withheld, however, it is understood that the supervisor shall schedule such time release.

ARTICLE IX

UNION RIGHTS

A. ACCESS TO PREMISES

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

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

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.

ARTICLE IX (con't.)

UNION RIGHTS

B. UNION ACTIVITY WITH PAY

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:

- (1) represent employees in the negotiating unit at grievance procedures, _____
- (2) submit Union notices for posting,
- (3) attend negotiating meetings if designated as a member of the negotiating team; one (1) per local Union to a maximum total of fifteen (15) members,
- (4) attend scheduled meetings with the State and its representatives concerning the application of this Agreement.

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.

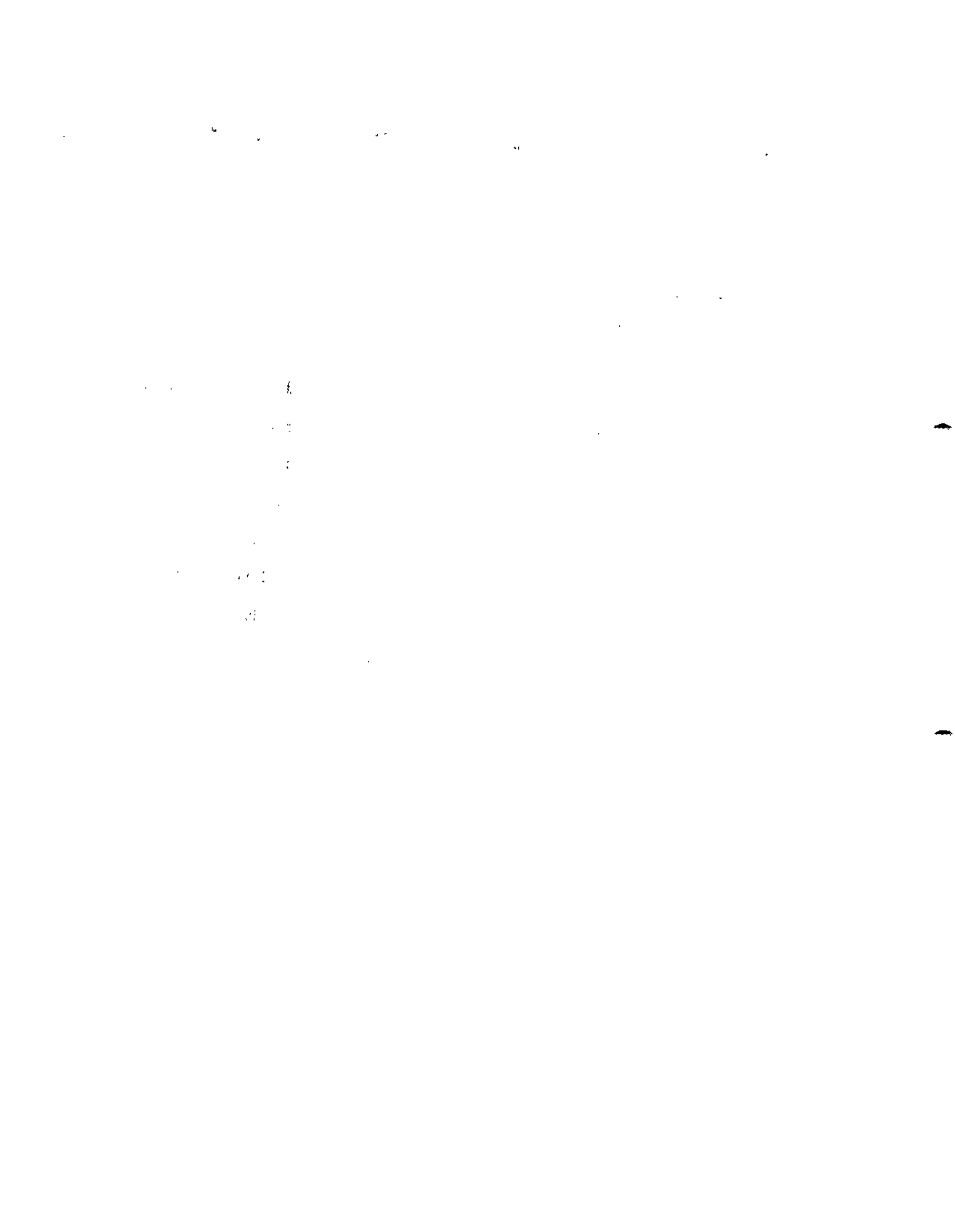
ARTICLE IX (con't.)

UNION RIGHTS

C. TRANSFER AND REASSIGNMENT (For Union Officers and Stewards)

1. The State and the Union recognize that Union Officers and Stewards 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 or transferred involuntarily.

2. The State and the Union recognize the need to utilize all personnel to meet operational requirements effectively and notwithstanding the commitment in paragraph A above that movement of such Union Officers and Stewards may be necessary and appropriate (generally on a temporary basis) in exception to the guideline agreed to in paragraph A. The exception provided in paragraph B will not be used arbitrarily.



ARTICLE X

BULLETIN BOARDS

A. The State will provide space on centrally located bulletin boards which will be for the exclusive use of the Union. The space provided on each bulletin board will minimally approximate 30" x 30" or an equivalent.

B. Material to be posted on such bulletin boards will be delivered to designated State officials by the Union two (2) days in advance of the proposed posting and include a requested date of posting and removal which will be adhered to.

C. Material to be posted will consist of the following:

1. Notices of Union meetings.
2. Notices concerning official Union business.
3. Notices covering social and recreational events.

D. No material will be posted which contains profane or obscene language or which is derogatory of the State or its representatives and employees or which is critical of or condemns the methods, policies or practices of the State or which constitutes election campaign material.

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

New

SENIORITY

APPOINTED

- A. A newly ~~hired~~ 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 ~~hire~~ **APPOINTMENT**. Such State seniority shall accumulate until there is a break in service. State seniority of an employee who is reinstated after a period of lay off shall be continued retroactively ^{exclusive of the period} ~~to the time~~ of lay off.
- 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 a 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 be returned to his previous job classification: His job classification seniority and State seniority continues to accumulate during such period.
- F. Provisional appointments will not be made except in the case of an emergency. Where an examination is required, such will be scheduled at the earliest possible time.

ARTICLE XI (con't.)

SENIORITY (con't.)

G. During the normal probationary period of four (4) months, the employee will be advised of his progress at the end of the second and the third months.

H. Every six months the Appointing Authority shall post on bulletin boards a current seniority list and make copies of same available to the Union. Any disagreement concerning the accuracy of such lists will be made known to the employee's Personnel Officer within one month of the date of posting and corrective action will be initiated at this level.

Mason/Koyle
revised to 4/24/72

ARTICLE XII

HOURS OF WORK

The work week for each job classification within the unit shall be consistent with its designation in the State Compensation Plan.

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. When schedule changes are made, the maximum possible notice shall be given and the employee's convenience shall be given consideration.

An employee whose shift is changed shall be given maximum advance notice which normally will be at least one week and which shall not be less than forty-eight (48) hours, 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 forty-eight (48) hours shall not be abused.

Work schedules shall provide for a fifteen (15) minute rest period during each one-half (1/2) 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.

→ *Wk. wk. (8) Hr. a day / check with Henry on wk*
Normally, when an employee is called in to 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 in to work outside his regularly scheduled shift, he shall be compensated for the actual hours worked. He shall be guaranteed a minimum of two (2) hours compensation whether

ARTICLE XI (con't.)

or not the two (2) hours are worked, except when the end of the call-in period coincides with the beginning of his regular shift.

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

ARTICLE VI

PAY PRACTICES

PAY PRACTICES

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

The State agrees to issue supplemental checks for overtime on a monthly basis for the preceding reporting period.

ARTICLE XIV

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 for overtime hours accrued in excess of the designated work week. These compensation credits shall be taken in compensatory time or in cash.

(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 pay 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 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 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".

ARTICLE XIV (con't.)

OVERTIME (con't.)

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

SCHEDULE XV

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

SCHEDULE XV (con't.)

SCHEDULING OF OVERTIME (con't.)

the Work Unit. Such lists shall be made available for inspection on request to Union officers, stewards and employees concerned.

An overtime assignment is accepted subject to all appropriate rules and regulations of the State or Department and provisions of this agreement.

ARTICLE XVI

PERSONNEL PRACTICES

- A. The State agrees to provide adequate and regularly maintained sanitary facilities and working conditions conducive to employee safety and health. Each employee will maintain acceptable standards of personal hygiene and cleanliness in accordance with the requirements of his job.
- B. The State shall furnish identification cards to all employees who have served continuously for six months. Lost cards shall be reported immediately and the first replacement shall be made at no cost to the employee.
- C. Civil Service Examinations
- Employees who are scheduled to take open competitive examinations for the position in which the employee is provisional or promotional examinations administered by the Civil Service Department of the State of New Jersey for positions in the State service shall be granted time off with pay to take such examinations if they are scheduled during the work shift of the employee. Such privileges may not be abused.
- D. When announcements are published by the State which describe available educational programs or State scholarships, such materials will be posted prominently in order that interested employees may be informed of this availability. Copies of these items will be sent to the Union.

ARTICLE XVI (con't.)

PERSONNEL PRACTICES (Cont'd.)

E. 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/ except where there is evidence of repetition or neglect, he shall not be discipl

A record of such lateness shall be maintained and may be charged against any compensatory time accrual.

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.

PERSONNEL PRACTICES

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

G. Lateness or absence due to weather conditions

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

2. 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.

H. Notice of Suspension

1. When an employee is suspended from duty the notice of such suspension shall be given to the employee immediately. Where such notice has not been given and the employee reports for work and is willing and able to perform his normal duties he shall not be deprived of the

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ARTICLE XVI (con't.)

opportunity to work on that day and shall be paid for a minimum of one half day or for a full day if he works more than four hours.

Notice required above may be by written message or oral or telephonic means confirmed by written notice.

This provision is not intended to require payment for any hours not worked on the day on which an employee is suspended for cause and asked to leave his work.

2. Where a hardship of undue or unusual effect is claimed and demonstrated the employee suspension may at the discretion of the appointing authority be charged against accumulated compensatory time, vacation or administrative leave balances if any, upon the request of the employee.

ARTICLE XVII

VACATIONS

Permanent employees shall be granted vacation leaves with pay as follows:

1. One (1) working day of vacation for each month of employment during the first calendar year of employment.
2. Twelve (12) working days of vacation after the first calendar year up to ten (10) years of employment.
3. Fifteen (15) working days of vacation after the first ten (10) years of employment up to the twentieth (20th) year of employment.
4. Twenty (20) working days of vacation after the twentieth year of employment.

It is understood that the current program to ^{schedule} vacation time at each institution will be continued and that such program will include a procedure for advance schedule of vacation time. Conflicts concerning dates of vacations will be resolved within the work unit on the basis of ^{State} seniority.

Vacation allowance must be taken during the current calendar year at such time as permitted or directed except where there is mutual agreement/^{or pressure of work} then a maximum of one year of earned vacation allowance may be carried forward into the next succeeding year. Where an employee has earned vacation credit in excess of a one year allowance, as of October 31 the employee will meet with his supervisor to schedule such vacation time.

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.

ARTICLE XVII (con't.)

VACATIONS (con't.)

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.

Where the vacation schedule is established but there is need to adjust the schedule due to unforeseen pressure of the work, after voluntary changes are made, the employees named and required to make a change will be in inverse order of their seniority except that consideration will be given to a substantial commitment made by the employee involved. Vacation schedules shall not be changed later than thirty (30) days prior to the vacations unless mutually agreed upon or in case of emergency.

ARTICLE XVIII

HOLIDAYS

The legal paid holidays which are recognized holidays for the purposes of this Agreement are as follows:

New Year's Day	Labor Day
Lincoln's Birthday	Columbus Day (2nd Monday in October)
Washington's Birthday (3rd Monday in February)	Election Day
Good Friday	Veteran's Day (4th Monday in October)
Memorial Day (Last Monday in May)	Thanksgiving Day
Independence Day	Christmas Day

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

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

ARTICLE XIX

ADMINISTRATIVE LEAVE

A. Employees shall be entitled to three (3) days of administrative leave of absence with pay in each contractual year beginning with the contractual year July 1, 1972 through June 30, 1973.

Administrative leave may be used for religious observances or days of celebration or personal affairs, business or emergencies.

B. Employees with not less than six (6) months State employment at the beginning of each contractual year shall be given full administrative leave credit of three (3) days which may be used during that year.

* Employees with less than six (6) months State employment on July 1, 1972 or those hired after July 1, 1972 shall be granted one (1) day of administrative leave credit after each full three (3) calendar months of employment to a maximum of three (3) days in a contractual year.

C. Administrative leave shall be granted by the Appointing Authority upon request of the employee and leave shall be scheduled in advance provided the request may be granted without interference with the proper conduct of the government function involved.

Priority in granting such requests shall be (1) emergencies, (2) observation of religious or other days of celebration but not holidays, (3) personal business, (4) other personal affairs. Where, within a work unit, there are more requests than can be granted for use of this leave for one of the purposes above, the conflict will then be resolved on the basis of State seniority and the maximum number of such requests shall be granted in accordance with the first paragraph of C.

Administrative leave may be scheduled in units of 1/2 day, 1 day or more than 1 day.

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

ARTICLE XX

SPECIAL TIME OFF

Whenever the Governor

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

ARTICLE XXI

COMPENSATORY TIME OFF

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

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

1. where an emergency exists,
2. where scheduled one 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 60 hours of compensatory time may be carried by any employee. Where the balance exceeds 60 hours, the employee and the supervisor will meet to amicably schedule such compensatory time off.

A. Sick Leave

1. The sick leave policy shall be as follows:

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

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

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

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

If the duration of absence exceeds ^{two (2)} ~~three (3)~~ consecutive days, it will be necessary to report on every third day. Failure to report absences/^{or abuse of such leave privileges} on the part of any employee may be cause for disciplinary action. A personal physician's certificate may be required after five (5) days consecutive sick leave.

ARTICLE XXII

A. Sick Leave (con't.)

3. Sick leave for absences of more than ten (10) days 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 personal physician prescribing the reasons for the sick leave and the anticipated duration of the incapacity.

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

5. Sick Leave While on Vacation

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

ARTICLE XVII

A. Sick Leave (con't.)

5. Sick Leave While on Vacation (con't.)

(b) The employee's use of accumulated sick leave for a short period of emergency attendance upon a member of the immediate family critically ill and requiring his presence may be approved if a proper request is made and evidence of the need presented as required in (a) above.

6. All sick leaves are subject to approval by the appointing authority and the Department of Civil Service.

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

8. If the sick leave benefits and policy of the State are ~~life of the~~ **TERM OF THIS** improved during the ~~life of the~~ agreement, such improvements will become part of this agreement.

ARTICLE XXIII

LEAVE OF ABSENCE DUE TO INJURY

An employee covered by this Agreement who is disabled because of a job-related injury or disease may, if it is recommended by the appointing authority and approved by the Civil Service Department, be granted a leave of absence with pay. 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.

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.

Such leave may be granted for up to one 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.

This program shall be administered without discrimination.

ARTICLE XXIV

SPECIAL LEAVE

A. 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.

B. 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 an individual and not 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.

C. In no case will this special leave be granted or credited for more than 8 hours in any day or 40 hours in any week.

D. 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.

ARTICLE XXV

MATERNITY LEAVE

Permanent employees will be granted maternity leave upon request for pregnancy and confinement. Request for such leave will be made in writing to the Personnel Department. Notification of the pregnancy shall be given to the Personnel Department not later than the end of the third month of the pregnancy. Except for reasons of health and safety or inability to perform her job, the pregnant employee shall be permitted to work ~~until the end of the third month of pregnancy~~ provided the attending physician approves and so advises in writing. Such employee shall be granted earned and accumulated sick leave during the time prior to the expected date of confinement and for one month after the actual date of birth. Additional time beyond the one month period shall be granted upon presentation of a doctor's certificate setting forth the necessity therefore.

During maternity leave, earned and accumulated vacation time and earned compensatory time will be utilized when sick leave is exhausted.

Subject to approval by the appointing authority, permanent employees who are without or have exhausted accrued sick leave, vacation or compensatory time will be granted leave of absence without pay to the end of the period of maternity leave prescribed above. ^{Additional} Such leave may be granted ~~renewed~~ by the appointing authority with approval of Civil Service for a period or periods not to exceed a total of one year from the initial date of maternity leave, upon written request ~~from such employee~~ ^{when accompanied by} and a doctor's certificate setting forth the need therefore.

^{and additional} Maternity/leave shall not be granted beyond one year.

ARTICLE XXVI

LEAVES OF ABSENCE WITHOUT PAY

A. A permanent employee, upon written application setting forth the reason, may be granted a leave of absence without pay for a maximum period of one 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 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 years. Each such renewal is subject to approval by the Department of Civil Service.

ARTICLE XXVII

may be granted by the State.

Leave not utilized in any yearly period shall not be accumulated except that where the Union requests in writing not later than 30 days prior to the end of the year period a maximum of 50 days may be carried over into the succeeding year period exclusively for the Bi-Annual AFSCME National Convention or for other approved special meetings.

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 375 days of such leave of absence without pay may be used in the year October 1, 1971 to September 30, 1972 and an additional 375 days leave of absence without pay during the period October 1, 1972 to September 30, 1973.

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

ARTICLE XXVII

LEAVE FOR UNION ACTIVITY

The State agrees to provide leave of absence with pay for delegates of the Union to attend Union activities. A total of 375 days of such leave may be used in the year October 1, 1971-September 30, 1972 and an additional 375 days during the period October 1, 1972-September 30, 1973.

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 and the Bi-Annual AFSCME National Convention or for other regularly scheduled meetings or conventions of labor organizations with which the Union is affiliated and for which appropriate approval by the State is required. Written notice, from the Union, of the authorization of an individual to utilize such leave time shall be given to the appointing authority where the individual is employed at least 21 days in advance of the date or dates of such meeting. It is understood that the Union authorization for use of this leave is intended to be fairly distributed among institutions of the State. Granting of such leave to an employee shall not be unreasonably withheld.

Leave will be granted to individuals authorized by the President or the Executive Director of the Union, but shall be limited to a maximum of 20 days of paid leave in a year period and 7 days of paid leave for any single conference or convention for any individual

in the case where special approval of an exception

ARTICLE XXVIII

PROMOTION

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 week in advance of the effective date.

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

D. 1. Where an examination is required for appointment to a competitive or non-competitive position, appointments shall be based on the results of such examination.

2. Wherever an employee is examined for a promotion within an institution within the non-competitive and labor divisions and shall pass such examination, he shall be appointed to the position in order of State seniority.

E. 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;

ARTICLE XXVIII

PROMOTION (con't.)

(2) where no employees are fully qualified as in paragraph E(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 weeks on the job) on the basis of seniority. Such contingent appointments may be extended for an additional two 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.

F. Provisional promotional appointments shall be made only in cases of emergency when no employment list exists.

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

ARTICLE XXIX

TRANSFER AND REASSIGNMENT RIGHTS

A. Upon any transfer or reassignment of a permanent employee, all sick leave and vacation balances shall be transferred with the employee. Upon voluntary transfer or reassignment, all accrued compensatory time will, at the discretion of the State, be transferred with the employee, taken as time off prior to transfer or reassignment or paid in cash at the employee's current rate of pay.

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

ARTICLE XXX

REASSIGNMENT

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

2. Reassignments of employees may be made in accordance with the fiscal responsibilities of the Appointing Authority; to improve or maintain operational effectiveness; or to provide employee development and job training or a balance of employee experience in any work area. Where such reassignments are not mutually agreed to, the Appointing Authority will make reassignments in the inverse order of the job classification seniority of the employees affected.

3. When temporary reassignments are made to achieve any of the objectives in A.2. above, employees to be affected will be given maximum possible notice. The consideration of seniority otherwise applicable in reassignments will not apply.

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

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

ARTICLE XXX

REASSIGNMENT (con't.)

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

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

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

E. When an employee is granted a voluntary reassignment under provisions of B. or C. above, he shall then be eligible for only one additional voluntary reassignment in the succeeding 12-month period. Consideration will be given to a request for additional reassignment where special circumstances exist.

ARTICLE XXXI

JOB POSTING

To keep employees within a Department or organizational unit informed of positions in which they may be interested for reassignment or promotion and to provide an opportunity to apply, existing or planned job vacancies shall be posted prominently for seven (7) calendar days. The posting shall include a description of the job, any required qualifications, the location of the vacancies and the procedure to be followed by employees interested in making application.

A copy of each notice posted will be forwarded to the appropriate local union office.

Where a promotion or reassignment is consummated as a result of the job posting procedure, the Appointing Authority will post the name of the individual appointed on the bulletin board.

ARTICLE XXXII

OUT-OF-TITLE WORK

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

The practice of regularly assigning out-of-title work to employees shall be discontinued. Instances of out-of-title work identified by the Union and formally brought to the attention of the State shall be corrected immediately or by phasing out such assignments at the earliest time which shall in any case be no later than six 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.

ARTICLE XXXIII

POSITION CLASSIFICATION REVIEW

The Union may request a re-evaluation of a ^{position (job classification),} ~~classification~~; on the basis of job content change only. The State will review such a request and will re-evaluate 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.

This provision shall not be abused.

ARTICLE XXXIV

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 Agreement and included in his permanent personnel folder. 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.

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.

1. The first part of the document discusses the importance of maintaining accurate records of all transactions. It emphasizes that proper record-keeping is essential for ensuring the integrity and reliability of financial data.

2. The second part of the document outlines the various methods used to collect and analyze data. It highlights the need for consistent and standardized procedures to ensure that the data is comparable and meaningful.

3. The third part of the document describes the process of data analysis and interpretation. It notes that careful attention must be paid to the details of the data to avoid any potential biases or errors.

4. The fourth part of the document discusses the importance of transparency and accountability in the reporting process. It stresses that all findings and conclusions should be clearly and honestly presented.

5. The fifth part of the document concludes by reiterating the significance of these practices in achieving the overall goals of the study. It encourages ongoing review and improvement of the methods used.

ARTICLE XXXV

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 representing Nursing, Food Service and Therapy. The management members will be designated by the Appointing Authority. This committee shall meet regularly as required to discuss safety and health problems or hazards and programs of accident prevention. The objectives of the committee will be to develop accident prevention and safety information programs, and to reach agreements, and develop specific measures, methods, repairs or changes required to eliminate hazardous conditions.

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

ARTICLE XXXV

SAFETY AND HEALTH (Cont'd.)

The committee will establish its procedural guidelines including their functions and the rotation of the chairmanship and schedule of meetings. Reports of the committee will be directed to the Appointing Authority and the Joint Committee in A above.

C. Employee Safety

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

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.

ARTICLE XXIV.

TRAVEL REGULATION.

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 at 10¢ per mile. The State requires each individual accepting such authorization to maintain insurance for personal liability in the amount 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 \$100,000 for each person and \$200,000 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 its 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 XXXVII

LAY OFF AND RECALL

- A. When it is necessary to lay off employees, the Union shall be notified at once, 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 appointments, temporary appointments to temporary extra positions, provisional appointments to permanent positions or employees serving in working test periods within the classification affected. These non-permanent employees will be given ~~maximum~~ ^{minimum} notice of at least two weeks of any reduction in force.
- C. The State will provide a minimum of forty-five (45) calendar days notice of lay off to any permanent employee 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 lay off by transferring, reassigning or offering to de-sta employees to available vacancies.
- F. Permanent employees affected by lay off 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 lay off status desiring to return to work shall have been recalled, provided such employees on lay off status are capable of returning to

provide the employer with any address change while

ARTICLE XXXVII

LAY OFF AND RECALL (con't.)

H. Permanent employees will be recalled to work in the reverse order in which they were laid off by the Appointing Authority. Notice of recall will be made in writing by certified 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 and resigned;

2. An employee recalled to his former or equated job classification must report for reinstatement or be considered to have resigned; 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 lay off accrues no additional sick leave or vacation credits. When an employee is recalled from lay off and reinstated, he is considered to have continuous service credit for computation of future earned vacations.

ARTICLE XXXVIII

SUBCONTRACTING OF WORK

If, during the term of this Agreement, the State contracts out or subcontracts work normally performed by employees covered by this Agreement employees affected will be given every priority available to continue their employment within their classification or any other position available for which they are qualified, prior to lay off or similar action. Any employee thus affected will be protected by the lay off and recall provisions of this Agreement.

The State agrees to meet with the Union to discuss all incidences of contracting or subcontracting whenever it becomes apparent that a lay off or job displacement will result.

ARTICLE XXXIX

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 Agreement, 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.

ARTICLE XL

PRINTING OF AGREEMENT

The State will reproduce this Agreement in sufficient quantities so that each employee in the negotiations unit may receive a copy, plus additional reserve copies for distribution to employees hired during the term of the Agreement. The contract cover will include the seal of the State of New Jersey and the Union insignia.

ARTICLE XLII

UNION STEWARDS

The Union has the sole right and discretion to designate 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.

ARTICLE XLI

SUSPENSION AND DISCHARGE

An employee may be suspended or discharged only for just cause. Such employee shall have a right, upon request, to discuss his case in private with his Steward or the Steward's designated alternate before the employee is required to leave, provided the Steward or alternate is immediately available and except where the employee's continued presence is deemed to be hazardous to himself, to others, or to State property; or where he is taken into custody by a law enforcement officer.

Where an employee grieves the disciplinary action taken, it may be initiated as provided in the grievance procedure.

The State will furnish the Union, at its central office, notification of all suspensions or discharges within two (2) working days.

ARTICLE XLIII

UNION REPRESENTATION LIST

The Union agrees to furnish the State with complete written lists of Union representatives including 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 procedure or other designated functions and will provide a list of such to the Union.

ARTICLE XLIV

RETIREMENT AND HEALTH BENEFITS

RETIREMENT BENEFITS

Members of the negotiating unit shall be eligible for participation in the Public Employees Retirement System consistent with its rules and regulations.

Should there be changes made in this plan by legislation during the term of this Agreement, all such changes appropriate to members of this negotiating unit shall be made and effected in accordance with the provisions of such legislation.

HEALTH BENEFITS

A. During the term of this Agreement current coverage of Blue Cross, Blue Shield, including Rider J, and Major-Medical shall be continued for eligible employees covered by this Agreement.

B. The State will adjust its dependent coverage to provide payment for 100% of the cost of Blue Cross, Blue Shield, including Rider J coverage and 100% of the cost of the current Major-Medical coverage as of January 10, 1973.

C. The State agrees to assume the full cost of the health benefits coverage for State employees and their dependents, but not including survivors, when such employees retire after 25 years or more of service as provided under the State Plan, excepting those who elect deferred retirement, but including those who retire for disability on the basis of fewer years of service as credited in the State Plan, and the cost of charges under Part B of the Federal Medicare Program covering the eligible employee and the employee's

ARTICLE XLV

TUITION REFUNDS

It is agreed that the tuition aid program will be continued and an employee who participates in a tuition aid program for job-related training approved by the appointing authority and Civil Service shall be reimbursed for such tuition provided sufficient funds are available for this program.

ARTICLE XLVI

MAINTENANCE OF BENEFITS

FRINGE

Existing benefits uniformly affecting all employees in the unit in effect on the date of this Agreement shall remain in effect unless modified by the terms of this Agreement. This provision is not intended to modify or limit the Management Rights elsewhere provided herein.

ARTICLE XLVII

NEGOTIATION PROCEDURES

A. Agreement Reopener

The State and the Union agree to open this Agreement only for the negotiation of salaries and fringe benefits to become effective on or after July 1, 1973. Such reopener shall be no later than January 8, 1973 unless waived by mutual agreement.

B. The parties further agree to enter into collective negotiations concerning a successor agreement to become effective on or after July 1, 1974, subject to the provision expressed in Article L, Term of Agreement.

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

ARTICLE XLVIII

LEGISLATIVE ACTION

In the event that any provisions of this Agreement require legislative action to become effective or the appropriation of funds for their implementation, it is understood and agreed that such provisions shall become effective only after the necessary legislative action is taken.

ARTICLE XLIX

SAVINGS CLAUSE

In the event any Article, Section or portion of this Agreement shall conflict with any Federal or State law or have the effect of eliminating or making the State ineligible for Federal funding, that specific provision of this Agreement shall be deemed amended or nullified to conform to such law.

Upon request of either party the parties agree to meet and re-negotiate any provision so affected.

ARTICLE L

TERM OF AGREEMENT

This Agreement shall become effective on the date when the Union presents written certification of proper ratification to the State and shall remain in full force and effect until July 1, 1974. The certification shall be effective if delivered to the State within 30 days of the signing of the agreement.

The Agreement shall automatically be renewed from year to year thereafter unless either party shall give written notice of its desire to terminate, modify or amend the Agreement. Such notice shall be by certified mail prior to January 1, 1974.

ARTICLE LI

COMPLETE AGREEMENT

The State and the Union acknowledge this to be their complete agreement inclusive of all negotiable issues whether or not discussed and hereby waive any right to further negotiations except as may otherwise be provided herein or specifically reserved for continued negotiation by particular reference in memorandum of understanding predating the date of signing of this agreement.

ARTICLE 11
AFSCME, AFL-CIO/State
Union Proposal: June 9, 1972


IDENTIFICATION CARDS

The State will provide identification cards for each Officer, Executive Board Member or Steward of the Union which shall contain a picture of the individual and information describing him, his title and affiliation with the Union.


The photography and forms shall be completed during off duty hours.

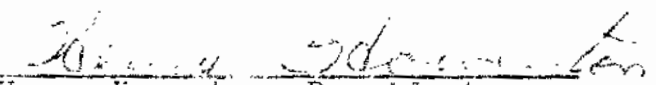
WITNESS WHEREOF the parties have signed this Memorandum of Agreement this _____ day of _____, 1972.

For the American Federation of
State, County and Municipal
Employees, AFL-CIO, Council #63:


Louis H. Kaplan, International
Union Area Director

For the Office of
Employee Relations:


Frank A. Mason, Director


Henry Howerton, President
Council #63, AFSCME, AFL-CIO

OK 6-14-72

JH JH 6-14-72

State/AFSCME
Agreed: 6/6/72

ARTICLE XIII

SALARY PROGRAM

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

- A. A system of position classifications with appropriate position descriptions.
- B. A salary range with specific minimum and maximum rates and intermediate incremental steps therein for each position.
- C. The authority, method and procedures to effect modifications as such are required.

ARTICLE LIII
State/AFSCME, AFL-CIO

Subject: 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. When telephone messages for Union Officers, Executive Board members or Shop Stewards are received, the message will be delivered to the Steward at the earliest possible time.

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 Inter-office mail system will be made available, 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 week in advance of the proposed date of use; and that liability for the damages, care and maintenance and any costs which are attendant thereto are borne by the Union. Employees may attend such meetings only during off duty hours.

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 permitted by the Union, provided such announcements

ARTICLE LIII

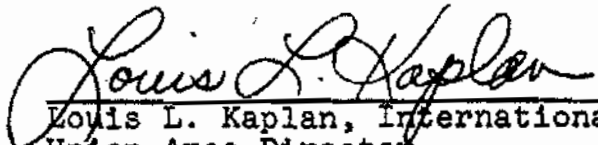
State/AFSCME, AFL-CIO

Subject: Union Privileges (cont'd)

IN WITNESS WHEREOF the parties have signed this
Memorandum of Agreement this _____ day of _____, 1972.

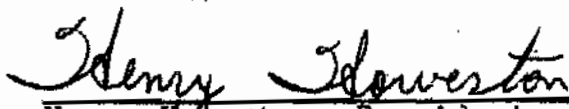
For the American Federation of
State, County and Municipal
Employees, AFL-CIO, Council #63:

For the Office of Employee
Relations:



Louis L. Kaplan, International
Union Area Director

Frank A. Mason, Director



Henry Hoverton, President
Council #63, AFSCME, AFL-CIO

ARTICLE LII

NOTICES

For the purpose of giving notice as provided in Article L,
Term of Agreement, the State may be notified through the Director,
Office of Employee Relations, Governor's Office, State House, Trenton,
New Jersey; and the Union through the Executive Director, Council
No. 63, American Federation of State, County and Municipal Employees,
690 Whitehead Road, Trenton, New Jersey.

IN WITNESS WHEREOF the State and the Union have caused this
Agreement to be signed by their duly authorized representatives as of
this 27 day of June, 1972.

For the State of New Jersey:

For the American Federation of
State, County and Municipal Employees,
AFL-CIO, Council No. 63:

Frank C. Kasper

Henry Stearns, President 0063

John F. Saracino

Edward J. Dukowicz, Secretary

Richard J. ... 2214

... 2214

... 2214

... 2214

Regina Magliulo PRES. 221

... 221

Ellen J. Jones 2216. Shop Stewart (Chief)

Lucas Brown Local 2211 - Sec'y Treas.

Irving Thorne Local 2215 V.P.

Mary M. Moore Local 2215, Pres.

Gertrude Guffitt Sec. in behalf of Annie McRae Pres. ~~2211~~

Ann Balch, Pres Local 2212

Louis L. Kaplan, Chm. Union Area Director

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