

Agreement

Between

THE NEW JERSEY PINELANDS COMMISSION

and

**THE COMMUNICATIONS WORKERS
OF AMERICA**

**Local 1040
Non-Supervisory Unit**



July 1, 2019 – June 30, 2023

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Any headings preceding the text of the several Sections and subparagraphs of this Agreement are inserted solely for convenience of reference and shall not constitute a part of this Agreement nor shall they affect its meaning, construction or effect.

PREAMBLE AND RECOGNITION

A. Preamble

THIS AGREEMENT, entered into by and between the New Jersey Pinelands Commission (hereinafter "the Commission," "the Pinelands Commission," or "the Employer"), and the Communications Workers of America, AFL-CIO (hereinafter "the Union"), represents the complete and final understanding on all bargainable issues between the Commission and the Union. The purpose of this Agreement is to promote harmonious relations between the Commission and the Union, provide for an equitable and peaceful procedure for the resolution of differences, and establish rates of pay, hours of work, and other conditions of employment. The Union agrees to distribute this Agreement to all members of the bargaining unit.

B. Recognition

(1) The Commission recognizes the Union as the exclusive representative of the Non-Supervisory Unit as certified by the Public Employment Relations Commission (Docket No. RO-2007-053), consisting of all regularly employed non-supervisory workers employed by the New Jersey Pinelands Commission. The unit shall exclude managerial executives, confidential employees, supervisors within the meaning of the Act; professional employees, craft employees, police, casual employees and all other employees of the New Jersey Pinelands Commission.

(2) The current titles are as set forth in Appendix B.

C. New Titles

In the event that the Commission decides to create or adopt a new title, the Commission shall notify the Union of the new position or title. The parties will meet and discuss the new position and whether or not the position is a Union position and which unit the position belongs in. Disputes regarding the inclusion of the new position or title which cannot be resolved will be referred to the Public Employment Relations Commission for resolution.

ARTICLE 1

MANAGEMENT RIGHTS

A. Rights Retained

The Commission hereby retains and reserves unto itself; without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitutions of the State of New Jersey and of the United States, including but without limiting the following rights:

(1) The executive management and administrative control of the Commission, its properties, facilities, and activities of its employees, using personnel methods and means of the most appropriate and efficient manner possible.

(2) To make rules of procedure and conduct; to use improved method and equipment; to determine work schedules and shifts, as well as duties; to decide the number of employees needed for any particular time; and to be in sole charge of the quality and quantity of the work required. The Commission agrees to give notice to the employees of the rules and procedures issued.

(3) To make reasonable rules and regulations as it may from time to time deem best for the purpose of maintaining order, safety, and/or the effective operation of the Commission.

(4) To hire, promote, transfer, assign, or retain all employees.

(5) To set rates of pay for seasonal employees.

(6) To suspend, demote, terminate or take any other appropriate disciplinary actions against any employee for good and just cause according to law.

(7) Nothing contained herein shall prohibit the Commission from contracting out any work. In the event the Commission considers or decides to contract out or privatize a job function or department for fiscal, economic or policy reasons which results in a reduction in force, the Commission agrees to give the Union thirty (30) days' notice prior to the date of the anticipated contracting date. Upon the request of the Union, the Commission will meet with the union to discuss and hear the Union's position. The Commission will also give the Union the opportunity to demonstrate that bargaining unit employees can perform the anticipated contract work more efficiently and cost effectively than a private contractor. The Commission will provide the Union with relevant cost information and any public documents concerning the bid proposal.

(8) To lay off employees in the event of lack of funds or under conditions where continuation of such work would be inefficient and nonproductive.

(9) To make such changes as it deems desirable and necessary for the efficient and effective operation of the offices involved.

B. Limitations

In the exercise of the foregoing powers, rights, authority, duties, and responsibilities of the Commission, the adoption of policies, rules, regulations, and practices in the furtherance therewith, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and expressed terms hereof in conformance with the Constitutions and laws of New Jersey and the United States.

C. Statutory and Regulatory Authority

Nothing contained herein shall be construed to deny or restrict the Commission of its rights, responsibilities, and authority under R.S. 40A:1-1, et seq., or any national, state, county, or local laws or regulations.

D. Managerial Rights Not Negotiable

The parties recognize that the exercise of managerial rights is a responsibility of the Commission on behalf of the taxpayers and that the Commission cannot bargain away or eliminate any of its managerial rights. No grievance may proceed beyond Step Two herein unless it constitutes a controversy arising over the application or alleged violation of negotiable terms and conditions of employment in this contract.

ARTICLE 2

NO STRIKE

A. No Strike

The Union hereby agrees that, during the term of this Agreement, neither the Union nor its members will cause, authorize, or support, take part in any strike (i.e., the concerted failure to report for duty or willful absence of any employee from his/her position, or stoppage of work, or work stoppage, walk-out, or other illegal job action against the Commission. The Union agrees that such action would constitute a material breach of the Agreement.

B. Participation to Be Prevented

The Union agrees that it will make every reasonable effort to prevent its members from participating in any strike or work stoppage or other activity aforementioned or from supporting any such activity by any other employee or group of employees of the Commission.

C. No Lockout

In consideration of Union commitment in this article the Commission will not lock out its employees.

D. Judicial Relief

Nothing contained in this Agreement shall be construed to limit or restrict the Commission or the Union in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of a breach by Union members or the Commission.

ARTICLE 3

GRIEVANCE PROCEDURE

A. Purpose

The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to problems which may arise affecting the terms and conditions of employment under this Agreement.

B. Right to Representation

Nothing herein shall be construed to limit the right of any employee with a grievance to discuss the matter informally with the appropriate member of management or the Human Resources Specialist. The employee reserves the right to have a Union representative present. Nothing contained herein shall prohibit the parties from raising a timeliness argument under this Article.

C. Grievance Definition

A grievance shall be defined as an appeal of the interpretation, application, or violation of policies, agreements, and administrative decisions, including disciplinary determinations, affecting the employees. A grievance alleging a violation of this Agreement shall be referred to as a contractual grievance. Any other grievance shall be referred to as non-contractual and shall not be arbitrable.

D. Steps

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any step is waived by mutual consent:

Step One: The Union shall institute written action under the provisions hereof within ten (10) working days after the event giving rise that the grievance has occurred, and an earnest effort shall be made to settle the differences between the aggrieved employee and the Program Director/Division Manager for the purpose of resolving the matter informally. The written grievance at this step will be filed with the Human Resources Specialist and shall contain the relevant facts and a summary of any preceding oral discussion, the applicable section of this Agreement violated, and the remedy requested by the grievant. The Human Resources Specialist or designee will answer the grievance in writing within ten (10) working days of receipt of the written grievance and will then supply the answer to grievant and Union.

Step Two: If the Union wishes to appeal the decision of the Program Director/Division Manager, such appeal shall be presented in writing to the Executive Director within seven (7) working days thereafter. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Executive Director may, in his or her sole discretion, schedule a meeting with the grievant and the Union Representative to discuss the grievance. A written decision will be rendered by the Executive Director or designee within twenty (20) working days of the grievance meeting or the receipt of the appeal.

Step Three: Within 20 working days, the Union may appeal the decision of the Executive Director to the Public Employment Relations Commission ("PERC") for binding arbitration. Only alleged violations of this agreement may be submitted to arbitration. The selection of an arbitrator shall be in accordance with the rules and procedures of the PERC. Simultaneous with the application to the PERC, the Union will send notice to the Employer with the arbitration petition.

(a) The decision of the arbitrator shall be in writing and shall include the reasons for such decision. The decision of the arbitrator shall be binding on the Employer, the Union and the employee. The parties may direct the arbitrator to decide, as a preliminary question whether he or she has jurisdiction to hear the matter in dispute. The arbitrator shall be bound by provisions of this agreement under the constitution of the laws of the State of New Jersey and be restricted to the application of the facts presented to him/her involved in the grievance. The arbitrator shall have no authority to add, modify, or to detract from in any way the provisions of this agreement or any amendment or supplement thereof. The cost for the services of the arbitrator shall be borne equally by the Union and the Employer. The parties may agree to make a verbatim record through a certified transcriber, with the attendance fee of the court reporter to be paid by the requesting party. In either case, each party will bear the cost of any transcript it orders. In the event the arbitrator requests a transcript, the cost of the transcript, including the attendance fee, shall be shared equally between the parties. Any other expenses including, but not limited to, presentation of witnesses shall be paid by the parties incurring the same.

(b) The Commission, upon request, will make available to the Union relevant documents in its possession necessary to the processing of grievances through arbitration. Management shall provide the requested documents within fourteen (14) business days from receipt of the request. In the event additional documents are thereafter discovered, their use shall not be precluded so long as the documents are disclosed no later than three (3) business days prior to the arbitration hearing.

(c) The Union, upon request, will make available to the Commission relevant documents in its possession necessary to the processing of grievances through arbitration. The Union shall provide the requested documents within fourteen (14) business days from receipt of the request. In the event additional documents are thereafter discovered, their use shall not be precluded so long as the documents are disclosed no later than three (3) business days prior to the arbitration hearing.

E. Work Time for Grievance Investigation

Upon prior notice and authorization of the Program Director/Division Manager, the designated Union representative shall be permitted to confer with employees and the Commission on specific grievances in accordance with the grievance procedure set forth herein during work hours of employees, without loss of pay, provided that the conduct of the business does not diminish the effectiveness of the Employer or require the recall of off-duty employees.

F. Adherence to Time Limits

The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limit specified, then the grievance shall be deemed to have been abandoned. If the grievance is not processed to the next succeeding step in the grievance procedure within the time limit prescribed thereunder, then the disposition of the grievance at the last preceding step shall be conclusive. If a decision is not rendered within the time limits prescribed for decision at any step in the grievance procedure, then the grievance shall be deemed to have

been denied. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits for proceeding with the grievance at any step in the grievance procedure.

G. Discovery

Reasonable disclosure will not be withheld involving any correspondence from either party, provided it directly relates to the party or parties involved in the grievance, and directly relates to the grievance itself

ARTICLE 4

SALARIES

A. Salary

(1) The annual salary of each full-time employee will be in accordance with the salary range corresponding to his or her title (see Appendix A). Salaries will be pro-rated for part-time employees. New employees will be hired at the minimum of their range, except that the Employer may place a new employee on a higher level if the employee's education and experience significantly exceed the minimum requirements.

(2) All employees will receive across-the-board salary increases as follows: 2% as of July 1, 2019, 2% as of July 1, 2020, 2% as of July 1, 2021, and 2% as of July 1, 2022.

B. Merit Increases

Beginning as of 2019, each employee with at least one year of service who is not at the maximum of his or her salary range and whose overall performance in the most recent evaluation meets or exceeds expectations will receive an annual merit increase in salary effective July 1 of each year. The amount of the merit increase will be equal to the lesser of (a) 2.25% of the employee's base salary or (b) the amount needed to reach the maximum of the range.

C. Retroactive Payments.

In order to receive any retroactive salary adjustments required by this Article, employees must be on the payroll at the time of ratification.

ARTICLE 5

OVERTIME

A. Right to Overtime Pay or Compensatory Time Off

Overtime shall be paid for all work performed by a non-exempt employee in excess of forty (40) hours per week at the rate of one and one-half (1½) times the computed hourly rate. Work performed by a non-exempt employee between thirty-five (35) and forty (40) hours per week will be paid on an hour for hour basis in pay or compensatory time as determined by the supervisor.

Hours of work shall be as defined under the FLSA. The work week for employees will begin at 12:01 a.m. on Saturday and end at midnight the following Friday and shall consist of 35 working hours. Full-time employees shall not be paid overtime until said employees have worked the hours specified above. Approved holiday, administrative time, sick time and vacation time will be counted as hours worked in the calculation of overtime.

B. Authorization

Overtime and compensatory work will be kept to a minimum and must be authorized in advance consistent with the rules and regulations of the Commission. When an employee is required to work hours outside of the employee's normal work day or work week, the Commission will not avoid paying overtime by changing the employee's hours of work within the work days or work week that such hours were worked.

C. Use of Compensatory Time Off

Non-exempt employees must use all compensatory time by the end of the calendar year in which it is earned unless the Executive Director determines that it can not be used due to work load in which case it shall be carried forward to the next calendar year and be used within 3 months.

D. Obligation to Work Overtime

Working hours of employees will be arranged to fit Commission needs. There is no guarantee of overtime hours beyond the normal work week. Employees will be required to work reasonable overtime when the necessities of the Commission demand such work. In administering the requirement to work overtime, the Commission will make an effort to excuse employees who have personal commitments. This will not reduce the employee's obligation to work overtime when assigned.

E. Exempt Employees

Salaried employees occupying exempt positions do not qualify for compensatory time or overtime pay for work beyond their normal work week. However, the Executive Director or his/her designee may at his/her discretion grant an exempt employee absent with pay leave or flexible work patterns in cases where an employee has been required to work particularly unusual hours or excessive periods of time.

ARTICLE 6 VACATION LEAVE

A. Earning of Vacation Leave

All full time, continuing employees earn vacation leave as set forth below. Part time, continuing employees who are scheduled to work 25 or more hours per week earn vacation leave on a proportionate basis. Seasonal employees and part time continuing employees who are

scheduled to work less than 25 hours per week are not eligible for paid vacation leave. Vacation leave is earned based on years of service with the Commission and is granted on the basis of a seven-hour day.

(1) During the first calendar year of employment, an employee earns one vacation day for each completed month of service. To receive credit for the month, the employee must work at least one half of the work days.

(2) Thereafter, an employee earns vacation according to the following schedule. For the calendar years in which an employee will have completed 5, 12, or 20 years of service, the full increase in vacation leave prescribed by this schedule will be applied as of January 1.

Years of Service	Number of vacation days each year
Up to and including 5	12 (84 hours)
Over 5 through 12	15 (105 hours)
Over 12 through 20	20 (140 hours)
Over 20	25 (175 hours)

(3) In order to recruit the most qualified candidate or to acknowledge past governmental experience on the part of a new employee, the Employer may approve a higher level of vacation leave than prescribed above on a case-by-case basis.

B. Availability of Vacation Leave and Carry-Over

Vacation leave is advanced at the beginning of each calendar year after an employee's first calendar year, but is earned on a month-by-month basis. Until employees earn that leave, it will be considered to be advanced and unearned. New employees will not vest in any earned vacation leave until after six (6) consecutive months of employment. Employees may carry over up to 30 accumulated vacation days into the next calendar year without written approval from the Executive Director.

C. Pro-Rating of Vacation Leave

Any employee on an unpaid leave of absence shall have his/her vacation leave for the year pro-rated for the duration of the unpaid leave. Employees do not earn vacation leave for any overtime or while on a leave without pay status.

D. Scheduling

Unless extenuating circumstances exist, employees should schedule vacations in advance to ensure their leave requests can be approved. Requests can be denied based on business obligations. Unless extenuating circumstances exist, new employees should not request vacation leave during their first six months of employment. Changes in the scheduling of vacations will not be permitted without the prior approval of the supervisor. If advance notice is not possible,

employees are expected to inform their supervisor at the earliest possible time. The supervisor may consider such an event to be an unexcused absence unless extenuating circumstances exist.

E. Rescheduling

If, for any reason, an employee's vacation is canceled or not taken as scheduled, the vacation may be rescheduled at a time agreed upon by both the supervisor and employee.

F. Vacation Leave Upon Separation

An employee who is retiring or who has otherwise separated shall be entitled to the earned, unused vacation leave for the current year prorated upon the number of days worked in the calendar year in which the separation or retirement becomes effective and any unused vacation leave which may have been carried over from the preceding calendar year unless gross misconduct or no two (2) week notice is given.

G. Rate of Pay for Vacation

The rate of vacation pay shall be the employee's regular straight time rate of pay in effect for the employee's regular job.

H. Liability of Excess Leave Used

If employment is ended before an employee vests in vacation leave or overuses unearned leave, the employee is required to reimburse the Commission for vacation used.

I. Vacation Leave Increments

Vacation leave will be charged in 30-minute increments.

ARTICLE 7 SICK LEAVE

A. Definition of Sick Leave

Sick leave is defined as the absence of an employee from duty because of illness, injury, disability or exposure to contagious disease including but not limited to:

- (1) Is quarantined by a physician because the employee has been exposed to a contagious disease;
- (2) Is required to schedule a medical appointment, test or a related matter during regular business hours. Employees are encouraged to avoid this whenever possible so that their leave remains available to cover an illness or injury and to schedule such appointments to minimize time out of the office;

(3) Is required to attend to an ill or injured member of the immediate family (spouse, domestic partner under the law, father, mother, mother-in-law, father-in-law, step-mother, step-father, grandfather, grandmother, grandchild, sister, brother, son, daughter, foster child, step-child, or other child under legal guardianship) or another relative permanently residing in the employee's home. If the use of sick leave satisfies the criteria under the Family Medical Leave Act and/or the Family Leave Act, it can be designated as Family Leave under one or both of the Acts.

B. Sick Leave Increments

A day, for purposes of sick leave usage, shall be equal to the normal number of hours worked by the employee. Sick leave will be charged in 30-minute increments.

C. Earning of Sick Leave

(1) All full-time, continuing employees shall earn sick leave as follows:

(a) During the first calendar year of employment, an employee earns one day of sick leave for each completed month of service. To receive credit for the month, the employee must work at least one half of the work days.

(b) Thereafter, an employee earns 15 days or 105 hours of sick leave per calendar year.

(2) Part-time, continuing employees scheduled to work more than twenty-five (25) hours per week earn sick leave on a proportionate basis. The Human Resources Specialist shall notify each employee at the time of hiring as to the eligibility for sick leave. Employees do not earn sick leave for any overtime or while on leave without pay status.

D. Advancing of Sick Leave

Sick leave is advanced at the beginning of each calendar year after an employee's first calendar year, but is earned on a month-by-month basis. Until employees earn that leave, it will be considered to be advanced and unearned.

E. Holidays During Sick Leave

Sick leave shall not be charged when a scheduled holiday occurs during the sick leave.

F. Accumulation of Sick Leave

All sick leave earned but not used will be accumulated without limitation.

G. Notification

Employees reporting sick leave shall notify their supervisor as early as possible, but not later than one (1) hour prior to the start of the work day, or reasonable time in case of emergency.

The supervisor will notify employees of one specified phone number to call when an employee calls out. Subsequent to this notification under this paragraph the employee reporting sick leave must notify the supervisor of:

- (1) Personal certification for a sick day.
- (2) The telephone number where the employee may be contacted during sick leave.
- (3) The expected duration of sick leave, if known.

The Human Resource Specialist may also follow up as necessary to verify medical excuses, confirm an employee's expected date of return to work, discuss FMLA or NJFLA or for any other legitimate business reason.

H. Habitual Absenteeism

Habitual absenteeism may be cause for discipline up to and including discharge.

I. Medical Verification

A medical certification is required when a sick leave absence exceeds four (4) consecutive days. The medical certification must state when the employee is able to return to work and if there are any work limitations. The certification must be presented to the Human Resources Specialist or the Business Services Manager before the employee can report for duty. The Executive Director may waive the certification requirement due to special circumstances. During protracted periods of illness or disability of an employee, the Human Resources Specialist may require interim reports on the condition of the patient from the attending physician and/or a Commission medical physician. Nothing contained herein shall prohibit the Executive Director or designee from requesting a medical certification when suspecting potential abuse.

J. Third Opinions

The Executive Director reserves the right, in such cases where there is a difference of professional opinion between the Commission physician and personal physician, to require the employee to submit to an examination by a third doctor. The third doctor shall be paid for by the Commission.

K. Compliance with Medical Instructions

When under medical care during sick leave, employees are expected to conform to the instructions of the attending physician if they wish to qualify for salary payment during such period of illness or disability.

(1) No employee shall be allowed to work who endangers the health and well-being of other employees and, if the employee's condition warrants, the employee may be directed to the Commission physician for an opinion as to fitness for duty.

(2) Sick leave with pay shall not be allowed while on sick leave under the following conditions:

(a) When the employee under medical care while on sick leave fails to carry out the orders of the attending physician.

(b) When, in the opinion of the Commission medical physician, the disability or illness is not of sufficient severity to justify the employee's absence from duty after exhausting the procedure in this article.

(c) When the employee does not report to the Commission physician, as directed.

L. Exhaustion of Sick Leave and Liability for Excess Used

Once an employee exhausts his/her sick leave, the employee must use vacation and/or administrative leave. Once such leave is exhausted there is no entitlement to leave without pay. Employees do not earn sick leave while on an approved leave without pay. If employment is ended before an employee vests in sick leave, the employee is required to reimburse the Commission for any sick leave used at termination. When ending employment, reimbursement is required if an employee used any unearned leave advanced in the beginning of the calendar year.

M. Contact with Employees on Sick Leave

A supervisor may visit an employee on sick leave or Workers' Compensation/ Sick Leave Injury at his/her residence or place of confinement. A supervisor may telephone the employee on sick leave or Workers' Compensation/Sick Leave Injury at his/her place of confinement during the scheduled workday(s).

N. Donated Sick Leave Program

The donated sick leave program shall be administered as currently provided in the Commission Personnel Policies and N.J.A.C. 4A:6-1.22.

O. Discipline for Violations

Failure to abide by any provisions of this Article and could lead to progressive disciplinary action.

Q. Conditions for Requiring Medical Evidence

An employee who has been absent on sick leave for periods totaling more than fifteen (15) days in any calendar year consisting of periods of less than five (5) days shall have his or her sick leave record reviewed by the Executive Director or his/her designee. If sick leave abuse is substantiated (except for cases involving FMLA), the employee shall 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 one (1) submission of such proof shall be necessary for a period of six (6) months.

ARTICLE 8
ADMINISTRATIVE LEAVE

A. Earning of Administrative Leave

All full time, continuing employees earn administrative leave at a rate of 3 days (21 hours) each year. Part time, continuing employees who are scheduled to work twenty-five (25) or more hours per week can earn administrative leave on a proportionate basis.

B. Limitations

Administrative leave is advanced at the beginning of each calendar year or on a proportionate basis when an employee begins his or her employment. Until employees earn that leave, it will be considered to be advanced and unearned. New employees will not vest in any earned administrative leave until after six (6) consecutive months of employment. Unless the Executive Director grants special dispensation for new employees who have begun their employment within six months of the end of a calendar year, administrative leave must be used in the calendar year in which it's earned and may not be carried over to the next calendar year.

C. Prorating of Leave

Any employee on an unpaid leave of absence shall have his/her administrative leave for the year pro-rated for the duration of the unpaid leave. Employees do not earn administrative leave for any overtime or while on a leave without pay status.

D. Approval

Whenever an employee uses administrative leave, advance approval should be obtained unless an emergency exists. In cases of emergency where advance approval is not obtained, employees are expected to inform their supervisors at the earliest possible time.

E. Administrative Leave Increments

Administrative leave will be charged in 30-minute increments.

F. No Cash-Out

Employees do not receive payment for any earned but unused administrative leave when their employment is ended.

G. Liability for Use of Unearned Leave

If employment is ended before an employee vests in administrative leave or overuses unearned leave, the employee is required to reimburse the Commission for administrative leave used.

ARTICLE 9
BEREAVEMENT LEAVE

A. Bereavement Leave for Immediate Family

When an employee experiences a death in his or her immediate family, he or she will be permitted to two (2) working days of bereavement leave.

B. Definition of Immediate Family

The immediate family is defined as spouse, father, domestic partner under law and civil unions, mother, step-father, step-mother, step-child, minor child under legal guardianship, sister, brother, son, and daughter.

C. Bereavement Leave for Additional Family Members

Employees will be permitted one (1) working day of bereavement leave in the event of death of the following family members: grandparent, grandchild, sister-in-law, brother-in-law, non-minor child under legal guardianship.

D. Verification

Reasonable verification of the event may be required by the Commission.

ARTICLE 10
INSURANCE

A. Right to Change Carriers

The Commission has the right to change insurance carriers or institute a self-insurance program so long as a substantially similar level of benefits is provided.

B. Health Insurance

(1) Employees shall contribute to their health insurance benefits in accordance with C. 78, P.L. 2011.

(2) Employees shall pay 50% of the cost of their dental plan, if elected.

(3) Opt-out: if an employee elects to waive paid medical benefits, the employee shall receive a \$1,000 annual payment payable on the anniversary date of the election to opt out so long as the waiver remains in effect. The continuation of such waiver payments and the amount thereof are subject to the Employer's discretion, to be exercised pursuant to N.J.S.A. 52:14-17.31a. It is understood that an employee who is covered under the State Health Benefits Program as a spouse, partner, or dependent is not entitled to payment in lieu of separate coverage.

C. Retiree Health Benefits

New hires are required to work seven (7) years with the Pinelands Commission to be eligible for retiree paid health benefits when retiring from the Pinelands Commission.

ARTICLE 11

HOLIDAYS

A. Designated Holidays

The Commission's office will be closed during the following holidays:

New Year's Day	Labor Day
Martin Luther King Jr.'s Birthday	Columbus Day
Presidents Day	Election Day
Good Friday	Veterans' Day
Memorial Day	Thanksgiving Day
Juneteenth Day	Christmas Day
Independence Day	

B. Holidays Occurring During Leaves of Absence

Any employee who is on an unpaid leave of absence shall not be eligible for paid holidays which fall during the employee's leave of absence.

C. Rate of Holiday Pay for Full-Time Employees

All full time, continuing employees will receive seven hours pay for holidays provided that they are in full pay status on the workdays immediately preceding and following the holiday.

D. Rate of Holiday Pay for Part-Time Employees

All part-time, continuing employees who are scheduled to work twenty-five (25) or more hours per week will receive pay for holidays on a proportionate basis.

E. Part-Time Employees under 25 Hours per Week

Part-time and continuing employees who are scheduled to work less than twenty-five (25) hours per week do not receive holiday pay.

ARTICLE 12
WORK-INCURRED INJURY

A. Reporting of Injuries

Employees who are injured, whether slightly or severely, while working, must make a report to the Human Resources Specialist as soon as possible.

B. Return-to-Work Certifications

Employees may not return to work without a certification from the attending physician that he/she is capable of returning to work. The certification must note any work limitations.

C. Pay While Awaiting Workers' Compensation

Any employee who is disabled because of occupational injury shall be granted a leave of absence with full pay until Workers' Compensation salary benefits begin. Employees who are absent in accordance with the above, due to a job injury, will be reimbursed from the date of injury, when substantiated by the Commission physician.

D. Rights of Returning Employees

Employees returning from an authorized leave of absence as set forth above will be restored to their original job classification and shift at the then appropriate rate of pay with no loss of seniority or other employee rights, privileges, or benefits.

ARTICLE 13
MILITARY LEAVE

A. Leave for Field Training

Any continuing full-time or part-time employee who is a member of the National Guard, naval militia, Air National Guard, or a Reserve component of any of the armed forces of the United States, and is required to engage in field training, shall be granted a military leave of absence with pay for the period of such training as authorized by law. While an employee is on military paid leave of absence, they shall continue to earn sick, vacation and administrative leave.

B. Leave for Active Duty

When an employee not on probation has been called to active duty or inducted into the military or naval forces of the United States, he/she shall automatically be granted an indefinite leave of absence without pay for the duration of such active military service and all employee benefits shall cease. Such employee may be reinstated without loss of privileges or seniority accrued to the last day worked, provided he/she reports for duty with the Commission within sixty

(60) days following his/her honorable or general discharge from the military service and provided he/she has not voluntarily extended the length of his/her military service.

C. Reinstatement Following Wartime Service

If the military service occurs during a time of war, reinstatement will be allowed up to three (3) months after the date of honorable or general discharge unless the employee is incapacitated at the time of discharge, in which case reinstatement will be allowed up to three (3) months following his/her recovery so long as the recovery occurs within two (2) years from the date of discharge.

ARTICLE 14

JURY DUTY AND LEAVE OF ABSENCE WITHOUT PAY

A. Jury Duty

(1) Any continuing (full-time and part-time) employee in full pay status, actively at work performing assigned duties, who loses time from his/her job because of jury duty, certified by the clerk of the court, shall be paid his/her regular daily rate of pay pursuant to N.J.S.A. 2B:20-16, subject to the following conditions:

(a) When a jury service is completed prior to 12:00 noon, the employee is required to report to work.

(b) The employee must notify his/her supervisor at least two (2) weeks prior to jury service or one (1) business day of receipt of notice of jury service if service is not provided two (2) weeks in advance.

(c) Public employees are not statutorily eligible for juror fees. Any monetary consideration for attendance received by the employee must be reimbursed to the Commission as per state law.

(2) The provisions of this article do not apply when an employee voluntarily seeks jury duty service.

(3) Employee must provide written verification of completion of jury duty to the Human Resources Specialist.

B. Leave of Absence without Pay

An employee may request a leave of absence without pay, not to exceed six months in duration, by submitting in writing all facts bearing on the request to his/her supervisor (i.e., reason, estimated duration, the expected dates which the leave will begin and end), who will append his/her recommendation and forward the request to the Human Resources Specialist and the Executive Director. The Executive Director will consider each such case based on the effects on Commission operations, and a decision in one case shall not establish a precedent in another. Requests for leave or for extensions of leave shall not be unreasonably denied, but in no event will the Commission

be obligated to approve consecutive leaves totaling more than one year in duration. Employees shall not earn vacation, administrative, or sick leave while on leave without pay status. Where applicable, leave without pay may also affect an employee's entitlement to insurance benefits, crediting of service, the timing of performance evaluations, and other terms of employment in accordance with existing rules. Holidays occurring within the period of a leave of absence without pay are part of the absence.

ARTICLE 15

DISCRIMINATION AND COERCION

A. Discrimination Prohibited

The Commission and the Union agree that there shall be no discrimination against any employee because of age, race, creed, color, religion, marital status, sex, sexual orientation, national origin, political affiliation, nationality, familial status, or any protected ADA / NJLAD disability.

B. No Discrimination for Union Activity

The Commission and the Union agree that all employees covered under this Agreement have the right, without fear of penalty or reprisal, to form, join, and assist any union or to refrain from any such activity. There shall be no discrimination by the Commission or the Union against any employee because of the employee's membership or non-membership or activity or non-activity in the Union.

ARTICLE 16

PROVISIONAL STATUS

A. Probationary Period for New Hires

All employees hired during the term of this Agreement shall serve a probationary period of six (6) months from the date of hire. During this probationary period, the Commission reserves the right to terminate such employee for any reason. An employee, if terminated, shall not have recourse through the grievance procedure set forth in this Agreement. The probationary period may be extended at the discretion of the Program Director/Division Manager with approval of the Executive Director for two extensions of forty-five (45) days each.

B. Leave Benefits Limited

Vacation leave, sick leave and administrative leave benefits are limited during provisional status.

C. Vesting of Paid Leave

New employees will not vest in any earned sick, administrative and vacation leave until after six (6) consecutive months of employment. In the event employment is ended before an employee vests in administrative, sick or vacation leave, the employee is required to reimburse the Commission for any leave used. Unless the Executive Director grants special dispensation for new employees who have begun their employment within 6 months of the end of a calendar year, administrative leave must be used in the calendar year in which it is earned and may not be carried over to the next calendar year.

D. Probationary Period upon Promotion or Transfer

Employees who are promoted or transferred to a new job title during the term of this Agreement shall serve a probationary period of six (6) months from the date of the promotion or transfer. During this probationary period the Commission reserves the right to return such employee to his/her previous position. The probationary period may be extended at the discretion of the Program Director / Division Manager with approval of the Executive Director for extensions of forty-five (45) days each.

ARTICLE 17

SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE 18

DEDUCTIONS FROM SALARY

A. Union Dues

The Commission agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the Union. Such deductions shall be made in compliance with Chapter 123, Public Law of 1974, N.J.S.A. (R.S.) 52:14-015. 9e, as amended.

Dues shall be two (2) hours pay each month based on a forty (40) hour workweek or such other amount as may be certified to the Commission by the Union at least thirty (30) days prior to the month in which the deduction of Union dues is to be made.

B. Dues Checkoff

The Union will provide the necessary check-off authorization forms and the Union will secure the signatures of its members on the forms and deliver the signed forms to Human Resources. Authorizations may be submitted electronically.

C. Indemnification

The Union shall indemnify, defend, and save the Commission harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken by the Commission in reliance upon salary deduction authorization cards as furnished by the Union to the Commission, or in reliance upon the official notification on the letterhead of the Union and signed by the President of the Union advising of such changed deduction.

ARTICLE 19

OUTSIDE EMPLOYMENT

Employees will not be permitted to engage in outside employment which conflicts with their responsibilities to the Commission and which is inconsistent with the requirements of the Uniform Code of Ethics; any supplemental code adopted by the Commission and approved by the State Ethics Commission; the New Jersey Conflicts of Interest Law, N.J.S.A. 52:13D-12 *et seq.*; the regulations, standards, guidelines, opinions and decisions of the State Ethics Commission; and any Gubernatorial Executive Orders addressing ethics. Employees will be permitted to engage in outside employment only if it does not constitute a conflict of interest, and does not constitute the same type of work as he or she performs for the Commission when such work for the Commission involves substantial public policy issues. However, the employee recognizes that his/her primary employment responsibilities is to the Commission and he/she will therefore be available following his/her normal work schedule, upon reasonable notice by the Commission, if he/she is called back to perform service on an emergency basis at hours other than during the normal work schedule. Employees will advise the Program Director/Division Manager or his/her designee of the location and times of such outside employment and shall complete an outside activity questionnaire and obtain prior approval for such outside employment from his/her supervisor(s), the Ethics Liaison Officer and the Executive Director. Requests for outside employment will be reviewed for conflicts of interest or other ethical considerations. Approval will not be unreasonably withheld or denied.

ARTICLE 20

DISCIPLINE FOR CAUSE

A. Just Cause for Discipline

No employee shall be disciplined without just cause. Any disciplinary action asserted against the employee, or any agent or representative thereof, shall be subject to the Grievance

Procedure set forth in this Agreement.

B. Progressive Discipline

Discipline shall be progressive in nature and consistent and conducted in a private place whenever appropriate. The degree of discipline administered by the Commission in a particular case must be reasonably related to: (1) the seriousness of the employee's proven offense; and (2) the record of the employee and his/her service with the Commission.

C. Furnishing of Disciplinary Notices to the Union

Unless otherwise prohibited by law or waived by the employee, copies of disciplinary actions with the corresponding specifications shall be transmitted to the Local Union President as soon as is feasible but shall not exceed seven (7) calendar days after such notice.

D. Employee Advisory Service

The Commission shall participate in the Employee Advisory Service.

ARTICLE 21

UNION ACTIVITIES ON THE WORK SITE

A. Workplace Access and Release Time

Upon advance notification and approval, the duty authorized officers and/or business representatives of the Union shall be permitted on Commission premises during working hours for the purpose of monitoring working conditions, investigating and adjusting complaints, or resolving issues. There shall be no loss of pay for employees as a result of time spent as a grievant, witness, or union representative during grievances investigations or proceedings, disciplinary hearings, arbitration hearings, proceedings before PERC or other state agencies, labor-management meetings, or negotiations meetings, provided that approval for such time has been obtained in advance from the Executive Director or the Director's designee. Approvals will not be unreasonably denied or delayed.

B. Union Information

The Union shall have the right to distribute information dealing with representational matters or Union governance to employees' mailboxes and shall also have the right to use the Commission's email system to communicate with employees regarding such matters. It is understood that time spent by employees in such communicative activities shall not be at the expense of their assigned duties. In addition, the Union shall be provided with a bulletin board for the purpose of posting materials relating to Union matters. No postings shall be allowed in any other location.

C. File Cabinet for Union Use

The Union shall provide a file cabinet to be placed in a location agreed upon by the parties and be allocated a reasonable space for the accumulation and use of literature and resources pertaining to Union business provided such space is available.

D. Union Meetings at the Workplace

The Commission will permit Union meetings to be held on the premises. Locations of permitted for these meetings shall be dependent upon whatever space is available. Such meetings shall not be held without prior notice and consent of the Commission. Unless otherwise agreed, attendance by employees will be outside their designated working hours.

E. Copies of the Contract

The Union will provide each employee with a copy of the contract.

F. Union Leave Days

The Commission shall provide a total of 10 unpaid union leave days to be utilized by employees in the bargaining units to attend conferences, meetings, conventions and training programs as the Union may designate. Such leave will not exceed five consecutive days or five days for an individual over the course of a year. The Union will provide reasonable advance notice to the Commission for such leave requests.

G. Meetings with New Employees

The Union will be afforded the opportunity to meet with newly hired employees in the represented units during the orientation process or at another agreed-upon time as soon as practicable following the date of hire, pursuant to the Workplace Democracy Enhancement Act. Such meetings will be held during working hours without loss of pay.

ARTICLE 22

PERSONNEL POLICY MANUAL

It is specifically understood that the collective bargaining agreement will supersede any contradictory language in the existing personnel policies. Should the contract be silent on a particular issue, the parties will continue to follow the existing personnel policy manual.

ARTICLE 23

SENIORITY

A. Definition of Seniority

Seniority is defined as continuous employment with the Commission from date of last hire, including an employee's paid leave of absence. Seniority dates are adjusted for all unpaid leaves.

B. Layoff Procedure

In the instance of a layoff, the employee shall be laid off in accordance with the Commission procedure for reduction in force as adopted by the Commission in May 2008.

C. Seniority List

The Commission shall maintain a seniority list of all employees, copies of which shall be furnished to the Union, upon request. The Commission shall furnish to the Union copies of any changes in the seniority list.

D. Promotions

Except for entry level positions in considering employees for promotion to job classification having a higher rate of pay, the Commission shall give due consideration to experience, ability, aptitude, performance, attendance, physical condition (to the extent permitted under federal and state law governing the handicapped/persons with disabilities). When all of the aforementioned items are equal, seniority shall be the deciding factor.

E. Vacation and Administrative Leave

Seniority shall be considered in any requests for vacation and administrative leave.

ARTICLE 24

LABOR-MANAGEMENT MEETINGS

The Commission and the Union will establish a labor/management committee composed of Union representatives and Managerial personnel to discuss issues or concerns. The meetings will be held as needed and scheduled upon a request from either the Commission or the Union. The request for a meeting will include agenda items for discussion. All labor/management meetings will be held at mutually agreeable times with no additional pay.

ARTICLE 25
JOB VACANCIES

All vacancies that are to be filled shall be posted for 5 days on Commission bulletin boards which will be maintained in each building location.

ARTICLE 26
PROMOTION AND TRANSFER

If an employee receives a promotion to a higher title, they will be guaranteed a wage increase of at least five percent (5%) of their base salary.

The Commission will provide two weeks written notification of any transfer of an employee except in an emergent situation. The employee must possess the necessary qualifications to perform the duties of the position. The Commission shall consider seniority and the efficiency of the operation when conducting lateral transfers.

ARTICLE 27
HEALTH AND SAFETY

Health and safety is a concern of the Commission and the Union. The Commission and the Union mutually recognize the need for a safe and healthy work environment for all employees. The Commission agrees to comply with federal, state and local health and safety laws and regulations.

ARTICLE 28
HOURS OF WORK

A. Work Week

The normal work week shall consist of thirty-five (35) hours per week beginning 12:01 a.m. Saturday and ending midnight the following Friday. Employees, with the approval of their Supervisor, may work a seven-hour work day beginning between 8:00 a.m. and 10:00 a.m. and ending between 4:00 p.m. and 6:00 p.m. Monday through Friday, with a one hour lunch break. Any other changes in work days shall be at the sole discretion of the Executive Director.

B. Absence Due to Inclement Weather

When an employee is unable to get to his/her assigned work location because of weather conditions, his/her absence may be compensated if he/she has 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. Unless the Executive Director or his/her designee determines otherwise, the Commission's offices will be closed for inclement weather (or on a delayed opening) only if, and to the extent, the State's offices are closed for inclement weather (or on a delayed opening).

C. Job Abandonment

Absence without notice and approval for five (5) or more consecutive work days or failure to return from any leave of absence for five (5) or more consecutive work days may be recorded as a termination of employment absent any extenuating circumstances

ARTICLE 29 LAYOFFS AND RECALL

A. Reasons for Layoff

The Commission may institute layoff action for economy, efficiency and other related reasons.

B. Notice to the Union

When it is necessary to lay off employees, the Union shall be notified as far in advance as possible but in no case less than five days before announcement of the layoffs to employees. The notice shall be supplied to the Union with all relevant data concerning the positions to be eliminated, the employees who will be affected, and the actions which the Employer plans to take. Individual employees will be given at least 14 days' notice in writing before being laid off or displaced.

C. Recall List

Employees shall be on a recall list for one year. If a position opens up and the employee is qualified in the sole estimation of the Commission, he or she shall be recalled.

ARTICLE 30 ACCESS TO PERSONNEL FILES

A. Employee Access to Personnel File

Employees shall, upon request, have an opportunity to review their personnel files. Employees shall be notified of any derogatory or negative file entries. Failure of the employee to acknowledge notice of the derogatory or negative file entry shall not prevent it from becoming part of the employee's record. The employee shall have the right to respond to any document in his/her personnel file and to be provided with a copy of same. The employee will have ten (10) working days from the date of notification to file a response to any document placed in the file. At its discretion, the Employer may reply in writing to the employee's response. The failure of an

employee to file a response shall not be considered as an admission, nor shall the lack of a reply by the Employer be considered as acquiescence or an admission that the employee's response is accurate or correct.

B. Furnishing of Information to the Union

Pursuant to the Workplace Democracy Enhancement Act, the Commission will furnish the following information regarding represented employees to the Union: name, job title, worksite location, home address, work telephone number, date of hire, and work email address, along with home and personal cell phone numbers and personal email addresses on file with the Commission. This information must be provided within 10 days of hire for new employees and every four months (January 1, May 1, and September 1 of each year) for all represented employees. Changes in such data known to the Commission will be furnished on a monthly basis.

ARTICLE 31

PERFORMANCE EVALUATIONS

A. Frequency of Evaluations and Ratings

Written evaluations shall be conducted at least once a year for employees except provisional employees. Approximately six months between annual evaluations the supervisor shall have a conference with the employee and advise the employee of his/her performance and review established objectives. There will be three categories of ratings for performance evaluations, as follows:

- Exceeds expectations, which will equate to a numeric value of three (3).
- Satisfactory, which will equate to a numeric value of two (2)
- Unsatisfactory, which will equate to a numeric value of one (1).

B. Employee Review

Each employee shall be notified of his/her performance evaluation and shall have the opportunity to review such evaluation and the supervisor shall confer with the employee regarding the evaluation. All evaluations must be signed by the employee and the employee supervisor. Failure of the employee to sign the evaluation document shall not prevent the document from becoming part of the employee's record. The required signature of the employee on the annual evaluation form, or on any other related form, shall be acknowledgment of receipt but shall not be construed to mean agreement with the content unless such agreement is stated thereon by the employee.

C. Grievances

Any disciplinary actions taken as a result, either partially or fully, of performance evaluations, are subject to appeal through the Grievance Procedure. Discipline refers to reprimands,

suspensions, demotions and terminations. Performance evaluations and/or merit increases are grievable but not arbitrable. Should the employee not be satisfied with his merit increase or performance reviews he/she may discuss this matter with the Executive Director.

D. Improvement Plans

Where the performance of an employee is below expectations the supervisor(s) and Program Director/Division Manager shall confer with the employee and set forth an improvement plan during the respective evaluation period and goals required to achieve satisfactory performance.

ARTICLE 32

OUT-OF-TITLE WORK

A. Out-of-Title Work

The Commission and the Union agree that employees should not be assigned work that is inappropriate to or not within their job title.

B. Correction of Out-of-Title Assignments

Instances of out-of-title work identified by the Union and formally brought to the attention of the Commission shall be corrected by phasing out such assignment at the earliest time possible. Any dispute concerning out-of-title work or the phasing-out period shall be resolved through the grievance procedure.

C. Voluntary Out-of-Title Work

Nothing in this article is meant to prohibit employees from electing, at their own option, to perform out-of-title work for no additional compensation and no guarantee of a promotion.

ARTICLE 33

FULLY BARGAINED AGREEMENT

A. Complete Understanding

The Commission and the Union agree that this Agreement is the complete agreement between them and that no other understandings or agreements and no clearly articulated past practice shall be binding on the Commission or the Union during the term of this Agreement unless agreed to in writing between the Commission and the Union subsequent to the date of execution of this Agreement.

B. No Obligation to Negotiate

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

C. Waiver of Rights

It is the intent of the parties that the provisions of this Agreement, except where noted in this Agreement, will supersede all prior agreements and understandings, oral or written, expressed or implied, between the parties, shall govern their entire relationship, and shall be the sole source of all rights or claims which may be asserted. The Union, for the life of this Agreement, hereby waives any right to request to negotiate or bargain with respect to any matters contained in this Agreement unless it is mutually agreed upon by the Commission and Union. It is mutually understood that this clause is a clear waiver as to any right or claim not expressed in this Agreement.

D. Other Agreements Not Dispositive

This Agreement is separate and distinct from and independent of all other agreements entered into between the Union and other Commission organizations, irrespective of any similarity between this Agreement and any such other agreements. No act or thing done by the parties to such other agreements, or notice given under the provisions thereof, shall change or modify this Agreement, or in manner affect the contractual relationship of the parties hereto.

E. Modifications

This agreement shall not be modified in whole or in part by the parties except by an instrument in writing executed by both parties.

ARTICLE 34

DURATION

This Agreement shall be in full force and effect from the date of signing through June 30, 2023.

FOR THE UNION

Date of Signing _____

FOR THE EMPLOYER

Date of Signing _____

APPENDIX A. TITLES AND SALARY SCHEDULES

Salary ranges take effect on July 1 at the start of each contract year.

Support Assistants: Custodial and Clerical									
Level	Range #	2019-2020		2020-2021		2021-2022		2022-2023	
		Minimum	Maximum	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum
1	5	\$37,407	\$54,241	\$38,155	\$55,325	\$38,918	\$56,432	\$39,697	\$57,560
2	3	\$33,929	\$49,198	\$34,608	\$50,182	\$35,300	\$51,185	\$36,006	\$52,209
3	1	\$30,775	\$44,624	\$31,391	\$45,516	\$32,018	\$46,427	\$32,659	\$47,355

Support Assistants: Business and Maintenance									
Level	Range #	2019-2020		2020-2021		2021-2022		2022-2023	
		Minimum	Maximum	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum
1	7	\$41,241	\$59,800	\$42,066	\$60,996	\$42,908	\$62,216	\$43,766	\$63,460
2	5	\$37,407	\$54,241	\$38,155	\$55,325	\$38,918	\$56,432	\$39,697	\$57,560
3	3	\$33,929	\$49,198	\$34,608	\$50,182	\$35,300	\$51,185	\$36,006	\$52,209

Technical Assistants: Land Use, Planning, Legal, Public Programs									
Level	Range #	2019-2020		2020-2021		2021-2022		2022-2023	
		Minimum	Maximum	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum
1	13	\$55,268	\$80,138	\$56,373	\$81,741	\$57,500	\$83,375	\$58,650	\$85,043
2	10	\$47,742	\$69,226	\$48,697	\$70,611	\$49,671	\$72,023	\$50,664	\$73,463
3	7	\$41,241	\$59,800	\$42,066	\$60,996	\$42,908	\$62,216	\$43,766	\$63,460
4	5	\$37,407	\$54,241	\$38,155	\$55,325	\$38,918	\$56,432	\$39,697	\$57,560

Specialists: Planning, Environmental, Public Programs, GIS, MIS									
Level	Range #	2019-2020		2020-2021		2021-2022		2022-2023	
		Minimum	Maximum	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum
1	20	\$77,767	\$112,762	\$79,322	\$115,017	\$80,909	\$117,318	\$82,527	\$119,664
2	15	\$60,932	\$88,352	\$62,151	\$90,119	\$63,394	\$91,921	\$64,662	\$93,760
3	13	\$55,268	\$80,138	\$56,373	\$81,741	\$57,500	\$83,375	\$58,650	\$85,043
4	11	\$50,129	\$72,687	\$51,132	\$74,141	\$52,155	\$75,624	\$53,198	\$77,137

Research Scientists									
Level	Range #	2019-2020		2020-2021		2021-2022		2022-2023	
		Minimum	Maximum	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum
1	20	\$77,767	\$112,762	\$79,322	\$115,017	\$80,909	\$117,318	\$82,527	\$119,664
2	16	\$63,979	\$92,770	\$65,259	\$94,625	\$66,564	\$96,518	\$67,895	\$98,448
3	14	\$58,031	\$84,145	\$59,192	\$85,828	\$60,375	\$87,544	\$61,583	\$89,295
4	12	\$52,636	\$76,322	\$53,688	\$77,848	\$54,762	\$79,405	\$55,857	\$80,993

APPENDIX B. JOB TITLES BY UNIT

Non-Supervisory Unit

Business Assistant 1, 2, 3
Clerical Assistant 1, 2, 3
Maintenance Custodian 1, 2, 3
Maintenance Technician 1, 2, 3
Planning Assistant 1, 2, 3
Technical Assistant 1, 2, 3

Professional Unit

Business Specialist 2, 3, 4
Environmental Specialist 2, 3, 4
GIS Specialist 2, 3, 4
MIS Specialist 2, 3, 4
Planning Specialist 2, 3, 4
Public Programs Specialist 2, 3, 4
Research Scientist 2, 3, 4

Supervisory Unit

Business Specialist 1
Environmental Specialist 1
GIS Specialist 1
MIS Specialist 1
Planning Specialist 1
Public Programs Specialist 1
Research Scientist 1

