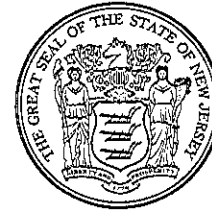


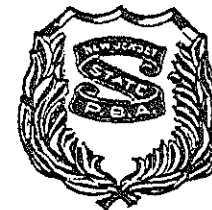
# **AGREEMENT**

**STATE OF NEW JERSEY**



**NEW JERSEY STATE  
POLICEMEN'S BENEVOLENT ASSOCIATION  
LOCAL NO. 105**

**LAW ENFORCEMENT UNIT**



**July 1, 2011–June 30, 2015**

## TABLE OF CONTENTS

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE NO.</u>
	PREAMBLE	1
I	RECOGNITION	1
II	JOB TRAINING PARTNERSHIP ACT AND SPECIAL CIRCUMSTANCES	2
III	MANAGEMENT RIGHTS	2
IV	CIVIL SERVICE REGULATIONS	2
V	NON-DISCRIMINATION	2
VI	POLICY AGREEMENTS	3
	A. EMPLOYEE RELATIONS POLICIES	3
	B. QUARTERLY EMPLOYEE RELATIONS MEETINGS	3
	D. PERFORMANCE ASSESSMENT REVIEW	4
	E. EVALUATION REPORT DURING PROBATIONARY PERIOD	5
VII	DUES DEDUCTION	6
	A. MEMBERSHIP DUES	6
	B. REPRESENTATION FEE (AGENCY SHOP)	6

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE NO.</u>
VIII	ASSOCIATION RIGHTS	8
	A. ACCESS TO PREMISES	8
	B. ASSOCIATION ACTIVITY WITH PAY	9
	C. TRANSFER AND REASSIGNMENT (FOR PBA LOCAL 105 OFFICERS)	9
	D. BULLETIN BOARDS	10
	E. STEWARDS	10
IX	ACCESS TO PERSONNEL FOLDERS AND EVALUATIONS	11
X	PERSONNEL PRACTICES	12
	A. IDENTIFICATION CARDS	12
	B. CIVIL SERVICE COMMISSION EXAMINATIONS	12
	C. EDUCATION PROGRAM ANNOUNCEMENTS	12
	D. PRINTING OF AGREEMENT	12
	E. FRINGE BENEFIT INFORMATION	13
	F. LATENESS	13
	G. LATENESS OR ABSENCE DUE TO WEATHER CONDITIONS	13

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE NO.</u>
	H. EXCUSED ILLNESS DURING WORK TIME	14
	I. NOTICE OF SUSPENSION	14
XI	GRIEVANCE PROCEDURE	15
	A. GRIEVANCE DEFINITION	15
	B. PURPOSE	15
	C. SCOPE OF THE GRIEVANCE PROCEDURE	15
	D. GENERAL RULES AND PROCEDURES	16
	E. GRIEVANCE TIME LIMITS AND MANAGEMENT RESPONSES	17
	F. GRIEVANCE INVESTIGATION – TIME OFF	19
	G. TIME OFF FOR GRIEVANCE HEARINGS	19
	H. GRIEVANCE STEPS AND PARTIES THEREIN	20
XII	DISCIPLINE	22
	H. GENERAL PROVISIONS	24
	J. SPECIAL PROCEDURE FOR REVIEW AND ARBITRATION OF SUSPENSIONS OF ONE THROUGH FIVE DAYS	26

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE NO.</u>
XIII	SENIORITY	28
XIV	SALARY COMPENSATION PLAN AND PROGRAM	29
	A. ADMINISTRATION	29
	B. COMPENSATION	30
	C. TEMPORARY DISABILITY PLAN	31
	D. DEFERRED COMPENSATION PLAN	32
	E. COOPERATIVE EFFORT	32
XV	VACATIONS	32
	A. VACATION ALLOWANCE	32
	B. VACATION SCHEDULE	33
	C. PAYMENT FOR VACATION	34
XVI	HOLIDAYS	35
XVII	PERSONAL PREFERENCE DAYS	35
XVIII	ADMINISTRATIVE LEAVE	36
XIX	SPECIAL TIME OFF	37
	A. EMERGENCY OR SPECIAL OBSERVATIONS	37
	B. OTHER	37

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE NO.</u>
XX	COMPENSATORY TIME OFF	38
XXI	SICK LEAVE	39
	E. SICK LEAVE WHILE ON VACATION	40
XXII	SPECIAL LEAVE	41
XXIII	PREGNANCY – DISABILITY LEAVE (MATERNITY LEAVE)	41
XXIV	LEAVE OF ABSENCE WITHOUT PAY	42
XXV	LEAVE FOR PBA LOCAL 105 ACTIVITY	42
XXVI	MILITARY SERVICE LEAVE	44
XXVII	HOURS OF WORK	44
XXVIII	OVERTIME	45
XXIX	SCHEDULING OF OVERTIME	46
XXX	TRANSFER AND REASSIGNMENT RIGHTS	47
XXXI	JOB POSTING	48
XXXII	PROMOTION	48
XXXIII	OUT-OF-TITLE WORK	49
XXXIV	POSITION REEVALUATION REVIEW	49
XXXV	LAYOFF AND RECALL	49
	K. LAYOFF IN UNCLASSIFIED SERVICE	51

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE NO.</u>
XXXVI	SAFETY	51
XXXVII	FRINGE BENEFITS	52
	A. STATE HEALTH BENEFITS PROGRAM	52
	B. CONTRIBUTION TOWARDS HEALTH AND PRESCRIPTION BENEFITS	53
	C. DENTAL CARE PROGRAM	54
	D. EYE CARE PROGRAM	54
	F. INSURANCE SAVINGS PROGRAM	55
	G. HEALTH INSURANCE FOR RETIREES	55
XXXVIII	UNIFORM ALLOWANCE	55
XXXIX	TRAVEL REGULATION	56
XL	TUITION REFUND AND EMPLOYEE TRAINING	57
	A. TUITION AID PROGRAM	57
	B. EMPLOYEE TRAINING	57
XLI	USE OF STATE FACILITIES	57
XLII	MAINTENANCE OF BENEFITS	58
XLIII	EFFECT OF LAW	59
	A. LEGISLATIVE ACTION	59

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE NO.</u>
	B. SAVINGS CLAUSE	59
	C. PRESERVATION OF RIGHTS	59
	D. LIABILITY CLAIMS INDEMNIFICATION	59
XLIV	OUTSIDE WORK	59
XLV	CLAIMS ADJUSTMENT	60
XLVI	NEGOTIATIONS PROCEDURES	60
	A. SUCCESSOR AGREEMENT	60
	B. PROCEDURE	60
XLVII	TERM OF AGREEMENT	60
XLVIII	COMPLETE AGREEMENT	61
XLIX	NOTICES	61
	APPENDIX I	63
	APPENDIX II	65
	APPENDIX III	65
	FISCAL YEAR 2012 SALARY SCHEDULE (FOR INFORMATIONAL PURPOSES ONLY)	66
	FISCAL YEAR 2013 SALARY SCHEDULE (FOR INFORMATIONAL PURPOSES ONLY)	67

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE NO.</u>
	FISCAL YEAR 2014 SALARY SCHEDULE (FOR INFORMATIONAL PURPOSES ONLY)	68
	FISCAL YEAR 2015 SALARY SCHEDULE (FOR INFORMATIONAL PURPOSES ONLY)	69

## **PREAMBLE**

This Agreement entered into by the State of New Jersey, Office of Employee Relations in the Governor's Office and hereinafter referred to as the "State" and the Policemen's Benevolent Association Local 105, hereinafter referred to as "PBA Local 105" or "the Association", has as its purpose the promotion of harmonious employee relations between the State and PBA Local 105, the establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of salaries, wages, hours of work and other terms and conditions of employment.

## **ARTICLE I**

### **Recognition**

A. The State recognizes PBA Local 105 as the sole and exclusive representative of those full-time permanent and provisional employees listed in Appendix III in the Department of Corrections ("DOC"), the State Parole Board ("Parole" or "SPB") and the Juvenile Justice Commission ("JJC") for the purpose of collective negotiations concerning salaries, wages, hours of work and other terms and conditions of employment.

1. The State will not negotiate any other or any additional terms and conditions of employment, including those expressed in this Agreement, with any individual or group of employees in this unit.

2. Whenever new classifications of employees are created, the State shall assign to such classification an appropriate unit designation. The State will notify PBA Local 105 of such designations 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 PBA Local 105. In the event no agreement is reached on such amendment after discussion as provided herein, the resolution of the matter shall be by the clarification of unit procedures of the Public Employment Relations Commission ("PERC").

#### **B. Excluded are:**

1. Managerial Executives
2. Supervisors
3. State Troopers
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 listed in Appendix III.

## ARTICLE II

### Job Training Partnership Act and Special Circumstances

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

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

## ARTICLE III

### 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 PBA Local 105 and Ch. 303, L. 1968, all such rights, powers, authority, prerogatives of management and responsibility to enforce reasonable rules and regulations governing the conduct and the activities of employees are retained by the State.

## ARTICLE IV

### Civil Service Regulations

The administrative and procedural provisions and controls of the Civil Service law and Rules and Regulations promulgated there under are to be observed in the administration of this Agreement, where applicable.

## ARTICLE V

### Non-Discrimination

The State and the Union agree there shall not be any discrimination, including harassment, based on race, creed, color, national origin, nationality, ancestry, age, sex, familial status, marital status, affectional or sexual orientation, atypical hereditary cellular or blood trait, genetic information, liability for military service, and mental or physical disability, including perceived disability and AIDS and HIV status or political affiliation.

## ARTICLE VI

### Policy Agreements

#### A. Employee Relations Policies

1. During the term of this Agreement the parties agree that neither PBA Local 105, nor any employee represented by it, will engage in or support any strike, work stoppage, slowdown, or any job action.

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

3. PBA Local 105 recognizes its responsibility as exclusive collective negotiations agent and agrees to represent all employees in the unit without discrimination.

4. These agreements are not intended to limit the freedom of speech of PBA Local 105 or its members.

#### B. Quarterly Employee Relations Meetings

1. A committee consisting of State and PBA Local 105 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 last week of February, May, August and November. 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 employee relations through regular communications between the parties.

2. 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. If PBA Local 105 requests such a meeting, the State shall schedule the meeting.

3. A maximum of one (1) employee representative from each Department of PBA Local 105 (DOC, JJC and Parole) may attend such quarterly meetings and, if during duty hours, shall be granted time to attend without loss of pay. If any employee representative attends the statewide quarterly meeting and is scheduled to work and works on another shift on the date of said meeting or attends the meeting on his/her normal day off, he/she shall be granted compensatory time for the actual time spent at the meeting. Such compensatory time granted shall not be considered time worked for the computation of overtime.

C. It is further agreed that each Department that has members represented by PBA Local 105 (DOC, JJC and Parole) shall meet with a State committee on a semi-annual basis, if requested. The purpose of such meetings being to review the administration of this Agreement as it pertains to the employees in the applicable Department by amicably relieving problems on an informal basis and to reduce costs and loss of time for all parties con-

sistent with the conditions agreed to in B. above except that a maximum of three (3) PBA Local 105 representatives, who shall be authorized to speak for PBA Local 105, shall attend such meetings.

#### **D. Performance Assessment Review**

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

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

There shall be a written evaluation and rating of each employee completed annually which shall be the basis for granting a normal merit increment to eligible employees, if such is provided for in the Salary Program Article of this Contract. More frequent assessments may be made where circumstances such as promotion, changes of the supervisor or other reasons may warrant. In such cases, the annual rating shall be a function of all such evaluations. No performance elements older than one (1) year shall be included in the then current performance evaluation. Employees who are eligible and whose performance is "marginally below standard" or higher shall be granted a normal merit increment, if such is provided for in the Salary Program Article of this Contract. At least every six (6) months, the employer shall have a conference with the employee in connection with performance assessment and improvement goals and work standards. A written record of such conference shall be provided to the employee.

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

Where there are disagreements between the employee and his supervisor on a performance assessment, the employee may note in writing the disagreements and may have a Union representative discuss the disagreements with the supervisor.

Where the normal merit increment has been denied due to a "significantly below standard" performance rating, and if subsequent performance of the employee is determined by the supervisor to have improved to the point which then warrants granting of the normal merit increment, such increment will be granted effective on any payroll period following 90 days from the anniversary date. The determination by a supervisor to recommend the reinstatement of a merit increment as provided herein shall not be grievable.

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

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

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

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

#### **E. Evaluation Report During Probationary Period (Working Test Period)**

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

In exception to the previous paragraph, where certain titles have one year working test periods, the employees in such titles will be advised of their progress at the end of six (6) months and again at the end of one year.



## ARTICLE VII

### Dues Deduction

#### A. Membership Dues

1. The State agrees to deduct from the regular pay of any employee, the dues of PBA Local 105 provided the employee submits an authorization for dues deduction in writing and on proper form to the responsible payroll clerk. The payroll clerk shall process and forward a properly executed form, within seven (7) days, to the centralized payroll section, Department of the Treasury. Dues deduction will be reflected in the next regular paycheck provided the authorization form is received in centralized payroll at least seven (7) days prior to the end of the pay period.

2. Dues deductions for any employee in this negotiations unit shall be limited to PBA Local 105, the duly certified majority representative, and employees shall be eligible to withdraw such authorization only as of July 1 of each year.

3. Dues so deducted shall be transmitted to the designated officer of PBA Local 105 together with a listing of the employees included.

4. The President of PBA Local 105 Local shall certify to the State the amount of 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.

#### B. Representation Fee (Agency Shop)

##### 1. Purpose of Fee

Beginning thirty days after signing of this agreement all eligible non-member employees in this unit will be required to pay to the majority representative a representation fee in lieu of dues for services rendered by the majority representative. Nothing herein shall be deemed to require any employee to become a member of the majority representative.

##### 2. Amount of Fee

Prior to the beginning of each agreement year, PBA Local 105 will notify the State, in writing, of the amount of regular membership dues, initiation fees and assessments charged by PBA Local 105 to its own members for that agreement year, and the amount of the representation fee for that agreement year. Any changes in the representation fee structure during the agreement year shall be in accordance with A.4. above. The representation fee in lieu of dues shall be in an amount equivalent to the regular membership dues, initiation fees and assessments charged by the majority representative to its own members, less the cost of benefits financed through the dues, fees and assessments and available to or benefiting only its members, but in no event shall such fee exceed 85% of the regular membership dues, fees and assessments.

##### 3. Deduction and Transmission of Fee

a. Once during each agreement year, PBA Local 105 will submit to the State a list of those employees who have not become members of PBA Local 105. After verification by the State that these employees must pay the representation fee, the State will deduct the fee in accordance with this Article.

PBA Local 105 will notify the State, in writing, of any changes in the list provided and such changes will be reflected in any deductions made more than ten (10) days after the State received said notice.

b. The mechanics of the deduction of representation fees and the transmission of such fees to PBA Local 105 will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to PBA Local 105

c. In no event will the representation fee be deducted from a new employee before thirty (30) days from the beginning date of employment in a position in this unit.

##### 4. Demand and Return System

a. The representation fee in lieu of dues only shall be available to PBA Local 105 if the procedures hereafter are maintained by PBA Local 105

b. The burden of proof under this system is on PBA Local 105

c. PBA Local 105 shall return any part of the representation fee paid by the employee which represents the employee's additional pro rata share of expenditures by PBA Local 105 that is either in aid of activities or causes of a partisan political or ideological nature only incidentally related to the terms and conditions of employment, or applied toward the cost of any other benefits available only to members of the majority representative.

d. The employee shall be entitled to demand and have returned from PBA Local 105 any portion of the representation fee which is expended on those activities listed in paragraph c.

PBA Local 105 shall submit a copy of the union review system to the Office of Employee Relations. The deduction of the representation fee shall be available only if PBA Local 105 establishes and maintains this review system.

e. If the employee is dissatisfied with PBA Local 105's decision, he may appeal to a three-member board established by the Governor.

##### 5. State Held Harmless

PBA Local 105 hereby agrees that it will indemnify and hold the State harmless from any claims, actions or proceedings brought by any employee in the negotiations unit which arises from deductions made by the State in accordance with this provision. Once the representation fee in lieu

of dues is remitted to PBA Local 105 by the State, disposition thereafter shall be the sole and exclusive obligation and responsibility of PBA Local 105

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

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

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

## ARTICLE VIII

### Association Rights

#### A. Access to Premises

1. Previously designated representatives of PBA Local 105, who are acknowledged by the State, shall be admitted to the premises of the State on PBA Local 105 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 PBA Local 105 officials shall also have the opportunity to consult with off duty employees in the negotiations unit before the start of the work shift, during lunch or breaks, or after completion of the work shift.

The State will designate appropriate places for such consultations.

2. The rights of access provided in this section A above shall not be granted to any other employee organization or to any representative or employee of such organization for the purpose of communicating with employees in this unit.

3. Where a problem occurs which is of such consequence as to suggest the need for a higher than institutional level PBA Local 105 representative, a request to permit the PBA Local 105 President access to the lo-

cation of the problem may be directed to the Office of Employee Relations for approval. A decision and any conditions imposed by the Office of Employee Relations shall be final. Approval of such requests shall not be unreasonably withheld and PBA Local 105 shall have the right to grieve the matter of reasonableness.

4. A telephone shall be available at each installation or institution for use by mutually agreed representatives of PBA Local 105 for PBA Local 105 business. Such representatives may also use fax machines and copy machines where available. PBA Local 105 shall reimburse the State for telephone charges, as well as costs for the use of the fax and copy machines, if any. Abuse of this right will result in forfeiture.

5. The State will provide a thirty (30) minute period during a new employee's training period to allow the local PBA Local 105 representative to meet and explain PBA Local 105's responsibilities.

6. Where PBA Local 105 has mail to be delivered to its Officers, the intra-office mail system will be made available, provided that priority is retained for the business of the State.

#### B. Association Activity With Pay

The State agrees that during working hours, on its premises and without loss of pay, properly designated and mutually agreed upon PBA Local 105 representatives shall be allowed to:

1. represent employees in the negotiating unit at grievance proceedings,
2. submit PBA Local 105 notices for posting,
3. attend negotiating meetings if designated as a member of the negotiating team to a maximum of three (3) employees. If subunit negotiations occur, the number of PBA Local 105 representatives will be determined by mutual agreement,
4. attend scheduled meetings with the State Office of Employee Relations and its representatives concerning the application of the Agreement.

The accredited PBA Local 105 representative shall provide reasonable notification to his supervisor and to the appointing authority whenever he wishes to transact Association business on State time.

#### C. Transfer and Reassignment (For PBA Local 105 Officers)

1. The State and PBA Local 105 recognize that PBA Local 105 Officers have in their relationship to their jobs a need for continuity in the assigned shift and location which exceeds that of other fellow employees. It is agreed, therefore, that PBA Local 105 Officers mutually agreed upon will not be routinely reassigned or transferred involuntarily.

2. The State and PBA Local 105 recognize the need to utilize all

personnel to meet operational requirements effectively and notwithstanding the commitment in paragraph C.1. above that movement of such PBA Local 105 Officers may be necessary and appropriate (generally on a temporary basis) in exception to the guideline agreed to in paragraph C.1. The exception provided in this paragraph will not be used arbitrarily.

**D. Bulletin Boards**

1. The State agrees to furnish a suitable share of existing bulletin boards in convenient places in each working area to be used exclusively by PBA Local 105. The space provided shall minimally approximate 30 x 30 inches or the equivalent.

2. If PBA Local 105 desires additional bulletin boards, it may request permission to erect its own. A request to erect a bulletin board in conformance with State standards shall not be unreasonably withheld.

3. PBA Local 105 shall limit its postings to notices, bulletins, reports and similar materials which shall not contain any profane or obscene matter or be defamatory of any individual or the State. PBA Local 105 shall not post election campaign materials. Postings shall be signed by an authorized representative of PBA Local 105 or the organizational origin shall be set forth.

4. The State will provide space in central locations and areas frequented by employees in the unit where PBA Local 105 newspapers, circulars and literature may be placed so that employees may pick up copies during non-work time provided that such material for distribution is consistent with 3. above of this provision. It is further agreed that PBA Local 105 will assure that all undistributed literature is removed from the distribution points after a reasonable time.

5. Any material which an authorized representative of the Office of Employee Relations alleges to be in violation of this Agreement, shall be promptly removed by PBA Local 105. The matter may then immediately be initiated as a Step 3 grievance for resolution by PBA Local 105 or submitted to the Office of Employee Relations.

6. The State may, upon request of PBA Local 105, undertake to make specific postings of authorized materials on behalf of PBA Local 105.

7. The State will provide bargaining unit representatives from Parole with access to an intranet page that shall serve as an electronic bulletin board. Use of this intranet page shall be subject to all restrictions and requirements under this Section.

**E. Stewards**

PBA Local 105 has the sole right and discretion to designate Stewards and to specify their respective responsibilities and authority to act for PBA Local 105. The State reserves to its discretion the extension of priv-

ileges to limited numbers of such Stewards as agreed upon with PBA Local 105.

**ARTICLE IX**

**Access to Personnel Folders and Evaluations**

**A.** An employee shall, within two (2) working days of a written request to his agency or department, have an opportunity to review his personal history folder in the presence of an appropriate official of the department or agency to examine any criticism, commendation or any evaluation of his work performance or conduct prepared by the State during the term of this Agreement. Such examination shall not require a loss of paid time. The personnel folder subject to examination shall include the employee's employment application, performance appraisal forms, letters and reports of commendation, special training or other related achievements, and reports of criticism, warnings, reprimands, suspensions, fines or demotions. Nothing in this Article shall be construed as granting an employee access to confidential documents other than the above items regardless of whether or not these materials are normally maintained in the same folder with other personnel records. The State shall honor any reasonable request of employees for copies of documents in the file.

Employees shall be allowed to place in such file a response of reasonable length to anything contained therein. If any material derogatory to the employee is placed in his file, a copy of such material shall be sent to the employee within ten (10) business days.

**B.** Each regular written evaluation of work performance shall be reviewed with the employee and evidence of this review shall be the required signature of the employee on the evaluation form. Such signature shall not be construed to mean agreement with the content of the evaluation unless such agreement is stated thereon.

**C.** An employee may request the expungement of materials included in the folder where there are pertinent and substantive inaccuracies or for reasons of time duration, relevance or fairness. Such requests will be evaluated in relation to the State's needs for comprehensive and complete records but will not be unreasonably denied.

**D.** No document of anonymous origin shall be maintained in the personnel folder.

## ARTICLE X

### Personnel Practices

#### A. Identification Cards

A standardized identification card shall be utilized for all employees in the negotiations unit.

The State shall furnish identification cards to all employees who have served continuously for six (6) months. Lost cards shall be reported immediately and the first replacement shall be made at no cost to the employee.

#### B. Civil Service Commission Examinations

1. Employees who are scheduled to take open competitive examinations for the position in which the employee is provisional, or to take promotional examinations administered by the Civil Service Commission 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.

2. When an employee has been certified for promotion and is scheduled to be interviewed by the agency to which he may be promoted, he shall suffer no loss in pay to attend the scheduled interview including travel time required, if during his regular work shift.

3. Annually, but not later than September 1st of each year, PBA Local 105 may make a written request to OER to facilitate a meeting between representatives from the Civil Service Commission, OER and PBA Local 105 for the express purpose of having discussion concerning the dates for open competitive examinations for the upcoming year. Upon receipt of a timely request, OER shall offer a date for this meeting that is not later than October 1st. While the Civil Service Commission will retain final say over the dates for these examinations, the purpose of this provision is to provide PBA Local 105 with the opportunity to have open dialogue concerning this subject.

#### C. Education Program Announcements

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. The appointing authority of each department shall forward copies of these items to the Chairman and PBA Local 105 President.

#### D. Printing of Agreement

The State will reproduce this Agreement as soon as reasonably possible. The State will provide the Association with 250 hard copies as well as an electronic, downloadable version of the Agreement. The Agreement cover will include the seal of the State of New Jersey and PBA Local 105

insignia.

#### E. Fringe Benefit Information

The State shall provide a booklet describing the health benefits program, the life insurance and pension program and similar available publications to each employee upon request and to all new employees when hired.

#### F. Lateness

Whenever an employee is delayed in reporting for a scheduled work assignment, he shall endeavor to contact his supervisor in advance, if possible. An employee who has a reasonable excuse and is less than fifteen (15) minutes late is not to be reduced in salary or denied the opportunity to work the balance of his scheduled shift and he shall not be disciplined. Where there is evidence of repetition or neglect or the employee incurs (3) such latenesses in a thirty (30) day period, the employee may be disciplined regardless of whether the employee has a reasonable excuse for such absence. In all circumstances the employee will be paid from the time he or she commences work.

Lateness beyond the fifteen (15) minute period above shall be treated on a discretionary basis. 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.

Consistent with the two paragraphs above, management shall maintain a record of lateness. This record may be used as the basis of disciplinary action, compulsory charge against an employee's compensatory time bank, or reduction in salary or any combination thereof. A record of such lateness shall be maintained and may be charged against any compensatory time accrual where there is evidence of repetition or neglect.

#### G. Lateness or Absence Due to Weather Conditions

1. Cases of inclement weather shall be handled in accordance with the State's inclement weather policy as issued by the Governor's Office of Employee Relations.

2. When the State of New Jersey or a County within New Jersey declares a state of emergency due to weather related conditions, an employee who has made a reasonable effort to report on time and is less than one-hour late for duty due to delays caused by such weather related conditions shall not be disciplined for such lateness. Lateness beyond one (1) hour shall be treated on a discretionary basis. This provision is not intended to mean that all lateness or each incidence of lateness beyond one hour shall incur disciplinary action.

3. Every employee is required to adjust his/her regular prepara-

tions for travel to work upon reasonable knowledge of expected inclement weather forecasts. Such measures shall include, but not necessarily be limited to earlier travel times and reasonable advance vehicle and roadway preparations in anticipation of substantially longer commute times during times of expected inclement weather.

#### **H. Excused Illness During Work Time**

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

#### **I. 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 opportunity to work on that day and shall be paid for a minimum of one-half (1/2) day or for a full day if he works more than four (4) 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's 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 XI**

### **Grievance Procedure**

#### **A. Grievance Definition**

A "grievance" is:

1. A claimed 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, agreements, administrative decisions, or laws, 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 the Agreement, or other conditions of employment by providing the exclusive vehicle set forth in this Article for the settlement of employee grievances, except that a grievant may request that the Merit System Board agree to review any matter for which a specific appeal to the Board is available as provided in C.I.A. 1-5, below. Nothing herein can be construed to require the Merit System Board to review such matter but any declination will be made in writing to the grievant and to PBA Local 105 if a request to the Civil Service Commission is made by the grievant.

2. It is agreed that the individual employee is entitled to use this grievance procedure and to be represented by PBA Local 105 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. PBA Local 105 shall be notified of any scheduled grievance hearing.

3. Nothing in this Agreement shall be construed as compelling PBA Local 105 to submit a grievance to arbitration or to represent an employee before the Civil Service Commission. PBA Local 105's decision to request the movement of any grievance at any step or to terminate the grievance at any step shall be final as to the interests of the grievant and PBA Local 105.

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

5. For purposes of this Agreement, terms and conditions of employment shall be those matters which intimately and directly affect the work and welfare of the employees covered hereunder and which do not significantly interfere with the exercise of inherent management prerogatives pertinent to the determination of government policy.

#### **C. Scope of the Grievance Procedure**

1. It is understood by the parties that this grievance procedure rep-

resents the exclusive process for the resolution of disputed matters arising out of the Grievance Definition, A.1. and 2., above, except for those specific matters listed below:

a. Appeals of matters in disputes shall be made directly to the Merit System Board, subsequent to proper notification to the responsible local management officials, with regard to the following subject only:

1. Out-of-title work
2. Position classification and reevaluation review
3. Layoff and recall rights
4. Civil Service examination procedures for which an appeal

exists

5. Removal at completion of working test period
6. Sick Leave Injury

2. Any claim of unjust discipline against an employee shall be processed in accordance with the provisions of Article XII, Discipline, of this Agreement.

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

#### **D. General Rules and Procedures**

1. All members of the collective negotiating unit must orally present and discuss his complaint with his immediate supervisor on an informal basis prior to filing a formal grievance at Step One.

2. In the event that the grievance has not been satisfactorily resolved on an informal basis, then an appeal may be made on the grievance form specified below.

3. Where the subject of a grievance, or its emergent nature, suggests it is appropriate, and where the parties mutually agree, such grievance may be initiated at or moved to any step of the procedure without hearing at a lower step. Where PBA Local 105 requests a grievance be initiated at Step Two or beyond based on a claim of emergency wherein the normal processing of the grievance would prejudice the effective relief sought and/or the substantive rights of the grievant and, if such request is denied by the agency of the State involved, PBA Local 105 may seek an expedited determination by the Office of Employee Relations of the appropriate step to initiate such grievance. If PBA Local 105 is not satisfied with this determination, then the issue of whether or not an emergency exists may be brought to an expedited arbitration hearing. The options to be prescribed would be: (a) initiate at Step One or, (b) initiate at Step Three.

4. Where a grievance directly concerns and is shared by more than one grievant, such group grievance may properly be initiated at the first level of supervision common to the several grievants, with the mutual consent of the parties as to the appropriate step. The presentation of such group grievance will be by the appropriate PBA Local 105 representative(s) and one of the affected grievants designated by PBA Local 105. A group grievance may be initiated by PBA Local 105.

5. All such grievances shall be presented in writing to the designated representative of the party against whom it is made on "Grievance Forms" to be provided by the State. Such forms shall make adequate provision for the representative of each of the parties hereto to maintain a written record of all action taken in handling and disposing of the grievance at each step of the Grievance Procedure. The form shall contain a general description of the relevant facts from which the grievance derives and references to the sections of the Agreement, if any, which the grievant claims have been violated. The grievance form must be completed in its entirety. A group grievance initiated by PBA Local 105 may be presented on the above form, or where appropriate, in another format provided that the grievance is fully set forth in writing and contains all the information called for by said form.

6. When a grievance is initiated, the original form shall be forwarded to the Personnel Officer of the appropriate operating agency. The remaining three (3) copies shall be kept intact while going through the steps of the Grievance Procedure. After the grievance is resolved, the copies shall be distributed as designated on the grievance form. A copy of the decision of the State at each step shall be provided to PBA Local 105 representative involved.

7. Grievance resolutions or decisions at Step One and Step Two shall not constitute a precedent in any arbitration or other proceeding unless a specific agreement to that effect is made by the Office of Employee Relations and the Attorney of PBA Local 105. This shall not be construed to preclude either party from introducing relevant evidence, including such grievance resolutions, as to the prior conduct of the other party.

#### **E. Grievance Time Limits and Management Responses**

1. A grievance must be filed initially 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. Other references to days in this process are working days of the party to which they apply.

2. Where a grievance involves exclusively an alleged error in calculation of salary payments, the grievance may be timely filed within thirty

(30) days of the time the individual should reasonably have known of its occurrence.

3. Decisions after a scheduled hearing shall be rendered in writing to the grievant and to PBA Local 105 representative within established time limits. The decision will be considered timely if rendered within the following limits.

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

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

The decision will also be considered timely if rendered within three (3) days after the conclusion of a Step One hearing and fifteen (15) days after the conclusion of a Step Two hearing in the circumstance where the parties have mutually agreed to hearing dates which would preclude the adherence to 3.a. and 3. b. above.

4. Should a grievance not be satisfactorily resolved, or should the employer not respond within the prescribed time periods, either after initial receipt of the grievance or after a hearing, the grievance may be appealed within three (3) working days to the next step. The lack of response by the State within the prescribed time periods unless time limits have been extended by mutual agreement, should be construed as a negative response. If a grievance is appealed to Step Two under the circumstances described in this paragraph, it shall be heard at Step Two unless PBA Local 105 agrees to have it remanded to Step One.

5. When a grievance appeal is to be filed, the State representative at the last hearing shall inform the grievant of the name and position of the next higher level of management to whom the appeal should be presented.

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

7. If, at any step in the grievance procedure, the State's decision is not appealed within the appropriate prescribed time, such grievance will be considered closed and there shall be no further appeal or review.

Where an extraordinary circumstance precludes the timely appeal of the grievance at any step, PBA Local 105 may promptly seek a waiver of the time limit for such appeal by direct request to the Office of Employee Relations. Such request shall not be unreasonably denied.

8. No adjustment of any grievance shall impose retroactivity beyond the date on which the grievance was initiated or the fifteen (15) day period provided in E.1. above except that payroll errors and related matters shall be corrected to date of error.

## **F. Grievance Investigation - Time Off**

When a grievance has been formally submitted in writing and PBA Local 105 represents the grievant, and where PBA Local 105 Steward or other representative officer requires time to investigate such grievance to achieve an understanding of the specific work problem during working hours, the Steward or Officer will be granted permission and reasonable time, to a limit of one (1) hour to investigate without loss of pay. It is understood that the supervisor shall schedule such time release, providing the work responsibilities of the Steward or Officer and of any involved employee are adequately covered and providing further there is no disruption of work. Such time release shall not be unreasonably withheld and upon request could be extended beyond the one (1) hour limit for specified reasons, if to the supervisor, the circumstances warrant an exception to this limit. Where a PBA Local 105 Steward or other representative officer serves a mutually agreed upon grievance district encompassing two (2) or more geographically separated work locations and where the circumstances require it, a supervisor shall authorize the additional time required for travel.

Such time release shall not be construed to include preparation of paperwork, record keeping, conferences among PBA Local 105 officials nor preparation for presentation at a grievance hearing.

## **G. Time Off for Grievance Hearings**

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

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

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

2. Where the employee or PBA Local 105 requests employee witnesses, permission for a reasonable number of witnesses required during the grievance proceedings will be granted. A witness at such proceedings will be permitted to appear without loss of pay for the time of appearance and travel time as required if during his normal scheduled working hours.

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

4. PBA Local 105 representative may have the right directly to examine or cross-examine witnesses who appear at any step of this procedure.

## H. Grievance Steps and Parties Therein

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

### Step One

If subsequent to the informal discussion of the complaint with the employee's immediate supervisor the matter is not resolved informally, a grievance may be filed with the highest operational management representative. He or his designee shall hear the grievance, witnesses may be heard and pertinent records received. The grievant may be represented by:

- (1) an employee in the same work unit designated by the PBA Local 105 President, or
- (2) a PBA Local 105 officer at the institution or installation involved, or
- (3) other representative previously designated by PBA Local 105, and acknowledged by the State. The circumstances surrounding a grievance may suggest that PBA Local 105 President has a particular need to assist in the presentation of the grievance at Step Two. He may make a request to do so to the Office of Employee Relations. Such request shall not be unreasonably denied.

### Step Two

If the grievance is not satisfactorily disposed of at Step One, it may be appealed to the Department Head or his designee who shall not be a person who was directly involved in the grievance. 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 represented by PBA Local 105 President and/or his designee. PBA Local 105 may designate an additional non-employee representative. If the decision involves a non-contractual grievance or if the grievant has presented his appeal without PBA Local 105 representation, the decision of the department head or his designee shall be final and a copy of such decision shall be sent to PBA Local 105.

### Step Three

1. In the event that the grievance has not been satisfactorily resolved at Step Two, and the grievance involves an alleged violation of the Agreement as described in the definition of a grievance in A.1. above, then a request for arbitration may be brought only by PBA Local 105. The Union shall have ten (10) calendar days from the date PBA Local 105 receives the Step Two decision to file for arbitration, in writing, with the panel arbitrator who is next on the list, or, if the parties have not yet agreed on a panel of arbitrators, with the Public Employment Relations Commission ("PERC") on PERC approved forms. The Union shall serve a copy of

its request for arbitration, along with a copy of the Step Two decision, on the Director of the Office of Employee Relations ("OER"). If appropriate, the parties shall then select an arbitrator from the PERC panel of arbitrators in accordance with applicable PERC procedures. If mutually agreed, a pre-arbitration conference may be scheduled to frame the issue or issues. All communications concerning appeals and decisions shall be made in writing. A request for arbitration shall contain the names of the department or agency and employee involved, copies of the original grievance, appeal documents and written decisions rendered at the lower steps of the grievance procedure.

2. The arbitrator shall not have the power to add to, subtract from, or modify the provisions of this Agreement or laws of the State, or any written policy of the State or sub-division thereof and shall confine his decision solely to the interpretation and application of this Agreement. He shall confine himself to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to him, nor shall he submit observations or declaration of opinions which are not relevant in reaching the determination. The decision or award of the arbitrator shall be final and binding consistent with applicable law and this Agreement. In no event shall the same question or issue be the subject of arbitration more than once. The arbitrator may prescribe an appropriate back pay remedy when he finds a violation of this Agreement, provided such remedy is permitted by law and is consistent with the terms of this Agreement. The arbitrator shall have no authority to prescribe a monetary award as a penalty for a violation of this Agreement. Rules, regulations, formal policies or orders of the State shall not be subject to revision by the arbitrator except if specifically provided herein. The fees and expenses of the arbitrator and recording of the procedure shall be divided equally between the parties. Either party may make a verbatim record through a certified transcriber, with the attendance fee of the court reporter shared between the parties. Any party ordering a transcript shall bear the cost of the transcript, however, if both parties want a copy of the transcript, the cost of the transcript, including any attendance fee, shall be shared equally between the parties. Further, the cost of any transcript, including any attendance fee (or copy of any transcript), requested by the Arbitrator, shall be shared equally between the parties. Any other cost of this proceeding shall be borne by the party incurring the cost.

3. The arbitrator shall hold the hearing at a time and place convenient to the parties within thirty (30) calendar days of his acceptance to act as arbitrator and shall issue his decision within thirty (30) days after the close of the hearing. In the event a disagreement exists regarding the



arbitrability of an issue, the arbitrator shall make a preliminary determination as to whether the issue is arbitrable under the express terms of this Agreement. Once a determination is made that such a dispute is arbitrable, the arbitrator shall then proceed to determine the merits of the dispute.

4. Whenever a grievance which is to be resolved at Step Three, Arbitration, is based on a provision of this Agreement in which the power or authority of the arbitrator is specifically limited, those limits shall be observed and the provisions of paragraph three (3) above shall be operable except and to the extent that the limitations in such provisions modify such powers or authority.

5. All panel arbitrators must agree, in writing and in advance as a condition for being placed on the panel, to accept a fee of no more than \$1,000 per day, and to impose a fee of no more than \$500 for a late cancellation by either party without good cause. Within sixty (60) days of the execution of this Agreement, the parties shall mutually agree upon a panel of three (3) arbitrators to hear grievances filed pursuant to Article XI. Each member of the panel shall serve in turn. If a member of the panel is unable to serve the next member in sequence shall then serve. In the event the parties are unable to agree upon a panel of arbitrators who will accept appointment under Art. XI, Sec. H.1, the parties shall meet to discuss alternate cost and fee containment initiatives. In the interim, arbitrators shall be selected on a case by case basis under the selection procedure of the Public Employment Relations Commission, until such time as the parties mutually agree upon a panel.

## ARTICLE XII

### Discipline

A. Discipline of an employee shall be imposed only for just cause. The terms of this Article shall not apply to provisional employees or employees serving their working test period or unclassified employees except as specified in paragraph H.1. and paragraph I. below.

B. Discipline under this Article means official written reprimand, fine, suspension without pay, reduction in grade or dismissal from service, based upon the personal conduct or performance of the involved employee. Dismissal from service or reduction in grade based upon a layoff or operational changes made by the State shall not be construed to be discipline.

C. Just cause for discipline up to and including dismissal from service shall include those causes set forth in N.J.A.C. 4A:2-2.3. This list of causes set forth in N.J.A.C. 4A:2-2.3 is not exclusive and discipline up to and including dismissal from service may be made for any other combination of circumstances amounting to just cause.

D. Where an appointing authority or his designee imposes discipline pursuant to paragraph C, written notice of such discipline shall be given to the employee. Such notice shall contain a reasonable specification of the nature of the charge, a general description of the alleged acts and/or conduct upon which the charge is based and the nature of the discipline. Suspensions will not be implemented before the expiration of a period of seventy-two (72) hours from the beginning of the work shift during which the notice of suspension was given except in cases where, in the judgment of management, the suspension is directed at an immediate need to maintain safety, order or effective direction of work assignments.

E. The name of any employee who is notified of suspension or dismissal pursuant to paragraph D. shall be transmitted to PBA Local 105 as soon as feasible but not to exceed seventy-two (72) hours after such notice.

F. Any appeal relating to the involved disciplinary matter must be filed by the employee within ten (10) calendar days of notice of discipline to the employee involved. The Department or Agency Head, or his designee, will convene a hearing within twenty (20) calendar days after receipt of such disciplinary appeal. The Department or Agency Head, or his designee, shall render a written decision within twenty (20) calendar days from the date of such hearing. The employee may be represented at such hearing by the Steward, or his designee, and/or legal counsel. The circumstances surrounding a discipline case may suggest that PBA Local 105 President has a particular need to assist in the presentation at the hearing. He may make a request to do so to the Office of Employee Relations. Such request shall not be unreasonably denied. The decision rendered herein shall be final except where the disciplinary appeal involves a penalty as set forth in paragraph G. below. Where the matter involves a disciplinary penalty other than those set forth in G. below, the Civil Service Commission may review the matter if timely presented in accordance with its discretionary jurisdiction.

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

- (1) Suspension of more than five (5) days at one time;
- (2) The last suspension or fine where an employee receives more than three suspensions or fines of five working days or less or a suspension or fine for five working days or less where the aggregate number of days suspended or fined for any one calendar year is 15 working days or more;
- (3) Demotion;
- (4) Discharge;

then,

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

#### H. General Provisions

1. The terms of this Article shall not apply to provisional employees or employees serving a working test period, provided such working test period does not exceed six (6) months. This exclusion shall not apply to provisional or probationary employees who otherwise hold permanent appointment in a job classification included in the negotiating unit, except that under no circumstances will the State's judgment as to the adequacy of the employee's performance in a working test or provisional status, or any action taken in pursuance thereof be deemed to be discipline within the meaning of this Article. Employees serving their working test period shall retain all rights under the Civil Service Laws, Rules or Regulations.

2. In the event a formal charge of misconduct is made by the State against an employee and, if he so requests, he shall be entitled to a representative of PBA Local 105 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 PBA Local 105, if present, may request and receive a copy of such recording.

Where an employee is interrogated during the course of an investigation and when there is a reasonable likelihood that the individual being questioned may have formal charges preferred against him, the nature of those contemplated charges shall be made known to the employee who shall then, if he requests, be entitled to a representative of PBA Local 105, only as a witness or as an advisor, during subsequent interrogation concerning the charge provided that the interrogation process shall not be delayed and/or the requirement to expedite any official duty not be impaired.

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

4. All disciplinary charges shall be brought within 45 days after the date on which the Administrator (Corrections); Vice-Chairman (Parole); Superintendent (Juvenile Justice) or in each's absence his/her designee, obtains sufficient information to file the matter upon which the charge is based, except for those acts which would constitute a crime. In the absence of the institution of the charge within the 45 day time period, the charge shall be considered dismissed. The employee's whole record of employ-

ment, however, may be considered with respect to the appropriateness of the penalty to be imposed. Charges under EEO shall be brought within 60 days of the conclusion of the investigation.

5. Nothing in this Article of Agreement shall be construed to limit the right of the State to implement any disciplinary action notwithstanding the pendency of any appeal proceeding.

6. In the event a disciplinary action is initiated, the employee or his/her representative may request and shall be provided with copies of all relevant discovery, including exculpatory evidence, that is requested by the representative to the extent that such information is in the possession of the management representative. Such relevant discovery must be provided to the representative not less than three (3) days prior to the scheduled hearing. Similarly, not less than three (3) days prior to the scheduled hearing, the union shall provide the management representative with all information which it intends to rely upon at the hearing. Neither party waives its right to assert a claim of confidentiality or privilege with respect to such discovery.

Where a fine is imposed as a disciplinary measure and the matter is appealed within the disciplinary procedure provided in this Agreement and where the fine is \$100 or more, the enforcement of the fine will be withheld upon request of the employee being fined pending hearings and final disposition of the appeal as provided herein, provided the employee continues in his employment with the State.

7. Before a permanent career services employee is suspended without pay pending dismissal he/she shall promptly be given an opportunity for an informal discussion at which the employee will be informed of the charges made and a synopsis of the evidence on which the State intends to rely. The employee shall have an opportunity to respond and/or refute. I. The following shall constitute the disciplinary appeal procedure rights for unclassified and provisional employees, who have been employed in such capacity for a minimum of six (6) months.

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

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

3. In the event an unclassified employee is dismissed from State employment, without receiving specific written reasons and such dismissal

is not related to fiscal problems or programmatic changes and in the judgment of the State such dismissal is not of a nature whereby the employee must be immediately removed from the work location, the State shall provide the employee with at least ten (10) calendar days notice in advance of the dismissal.

Unless there are exceptional circumstances when an unclassified employee is dismissed from State employment due to misconduct, management shall serve such employee with the specific written reasons, relating to such misconduct, and the employee may request and shall be granted a hearing by the department or agency head or his designee, whose decision shall be final. Time limits shall apply as provided in this article. The burden of proof shall be on the employee.

It is understood that nothing herein shall be construed as limiting the State from exercising its inherent discretion to terminate employees serving at the pleasure of the department or agency head, (i.e., unclassified employees), without setting forth the reasons therefore. Moreover, the issue of dismissal relative to any matter of job performance shall not fall within the purview of this article. Grievances concerning the interpretation of this article shall be processed as non-contractual A.2. grievances.

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

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

6. In exception to I.1. through I.5. above, the unit members serving in the title of Marine Police shall be entitled to a Departmental hearing upon appeals for suspensions of 5 days or less. All other disciplinary appeals procedure rights for these employees shall be in accordance with the procedures set forth by the Superintendent of State Police in the Department of Law and Public Safety.

#### **J. Special Procedure for Review and Arbitration of Suspensions of One Through Five Days**

1. The parties agree to establish a Joint Union Management Panel consisting of one (1) person selected by the State and one (1) person selected by PBA Local 105 and a third party neutral mutually selected by the parties. Each panel member shall serve on an ad hoc or other basis. The purpose of this panel is to review appeals from Departmental determinations upholding disciplinary suspensions of one (1) through five (5) days, excepting unclassified, provisional or probationary employees. All panel neutrals must agree, in advance as a condition for being selected for inclu-

sion on a panel, to accept a fee of no more than \$1,000 per day, and to impose a fee of no more than \$500 for a late cancellation by either party without good cause.

2. In order for a disciplinary appeal from PBA Local 105 to be considered by the panel, the officer must submit his request to appeal to PBA Local 105 President or his designee. PBA Local 105 President or his designee must then submit a written notice of appeal with the Department (or Agency Head) or designee, who issued the decision upholding the disciplinary action. The State shall not be obligated or permitted to process any notice of appeal that is not submitted by PBA Local 105 pursuant to the above process. Such written notice must be filed by PBA Local 105 within ten (10) days of the issuance of such decision. The Department (or Agency Head) or designee will promptly forward a copy of such notice to the Office of Employee Relations and PBA Local 105 together with a copy of the decision and any other documents that have been made a part of the record of the matter.

3. The panel shall meet once each month providing that there are at least ten (10) matters to be considered. The parties may mutually agree to schedule additional meetings if necessary. The agenda of each monthly meeting shall consist of all matters as to which PBA Local 105 has requested panel consideration, provided that the request is received at least seven (7) calendar days prior to the scheduled date of the panel meeting. Ordinarily, no matter will be held pending hearing for longer than sixty (60) days.

4. The panel considerations shall be based upon the Department Head's or designee's decision and any documents that have been made a part of the record of the matter before such Department Head or designee. The State and PBA Local 105 panel members shall discuss each matter on the agenda and, with the assistance of the neutral panel member, attempt to jointly resolve the appeal. Where the State and PBA Local 105 panel do not agree as to the disposition of the appeal, the neutral panel member may suggest that the matter raises issues which may warrant submission to arbitration.

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

6. In the event the neutral suggests that a matter raises issues which may warrant submission to arbitration, PBA Local 105 may elect to appeal the matter to disciplinary arbitration. An appeal to disciplinary arbitration

may be brought only by PBA Local 105 by making a written request for disciplinary arbitration by certified or registered mail to the Director of the Office of Employee Relations, which must be postmarked within eighteen (18) calendar days from the date of receipt of the neutral panel member's determination. The neutral panel member may not serve as the arbitrator for any matter which has been submitted to the panel. The sole determination to be made by the arbitrator shall be the guilt or innocence of the employee and he shall therefore either sustain the penalty imposed or vacate it by his opinion and award. The fees and expenses of the arbitrator and recording of the procedure shall be divided equally between the parties.

7. The parties will jointly select the neutral within thirty (30) days of the ratification of this contract. The fees of the neutral panel member will be shared equally by the parties.

8. In addition to the members described in paragraph 1. above, each party may utilize one other resource person for each case brought before the panel.

9. Within 30 days of the execution of this Agreement, the parties shall mutually agree upon a panel of three (3) arbitrators to hear minor discipline cases raised under this contractual provision. Each member of the panel shall serve in turn. If a member of the panel is unable to serve the next member in sequence shall then serve. In the event the parties are unable to agree upon a panel of arbitrators within thirty (30) days, arbitrators shall be selected on a case by case basis under the selection procedure of the Public Employment Relations Commission, until such time as the parties mutually agree upon a panel.

### ARTICLE XIII

#### Seniority

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

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

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

D. 1. A break in continuous service occurs when an employee

resigns, is discharged for cause, retires or is laid off.

2. Pursuant to N.J.A.C. 4A:2-6.2, absence without leave for five (5) or more consecutive days or failure to return from any leave of absence for five (5) or more consecutive business days shall be considered a resignation not in good standing.

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 as provided in N.J.S.A. 11A:4.13. Where an examination is required, such will be scheduled at the earliest possible time.

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 fourth months.

H. Every six (6) months the appointing authority shall post on bulletin boards a current seniority list and make copies of same available to PBA Local 105. Any disagreement concerning the accuracy of such lists will be made known to the employee's Personnel Officer within one (1) month of the date of posting and corrective action will be initiated at this level.

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

### ARTICLE XIV

#### Salary Compensation Plan and Program

##### A. Administration

1. 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 classification 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. However, within any classification the annual salary rate of employees shall not be reduced as a result of the exercise of this authority.

2. 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.

3. Overtime earnings shall be paid on the regular bi-weekly payroll.

**B. Compensation**

It is agreed that during the term of this Agreement for the period July 1, 2011 - June 30, 2015 the current salaries with their respective incremental step increases shall be provided to eligible employees in the unit within the applicable policies and practices of the State and in keeping with the conditions set forth herein.

1. Wage Increase: Subject to the State Legislature enacting full appropriations of funds for these specific purposes, and allocation of such funds, the State agrees to provide the following benefits effective at the time stated herein or, if later, within a reasonable time after the enactment of the appropriation.

a. In the first supplemental pay period in December 2012, bargaining unit employees at the top step of the salary scale as of May 31, 2012, shall receive a one-time lump sum cash bonus of eight hundred dollars (\$800.00), which shall not be included in base salary.

b. Effective the first full pay period in July 2013, there shall be a one and three quarter percent (1.75%) across the board increase to the top step of the salary guide (for this negotiations unit) in effect as of June 30, 2013.

c. Effective the first full pay period in July 2014, there shall be a one percent (1%) across the board increase applied to steps 1 through 9 of the salary guide (for this negotiations unit) in effect as of June 30, 2014.

d. Effective the first full pay period in July 2014, there shall be a one and one half percent (1.50%) across the board increase to the top step of the salary guide (for this negotiations unit) in effect as of June 30, 2014.

**2. Salary Increments:**

a. Where the normal increment has been denied due to an unsatisfactory performance rating, and if subsequent performance of the employee is determined by the supervisor to have improved to the point

which then warrants granting a merit increment, such increment may be granted effective on any of the three (3) quarterly action dates which follow the anniversary date of the employee, and subsequent to the improved performance and rating which justifies such action. The normal anniversary date of such employee shall not be affected by this action.

b. Employees who have been at the eighth step of the same range for 18 months or longer shall be eligible for movement to the ninth step providing their performance warrants this salary adjustment. Employees who have been at the ninth step of the same range for 24 months or longer shall be eligible for movement to the tenth step providing their performance warrants this salary adjustment.

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

3. Correction Officer Recruit Salary: The salaries for all new employees in the titles of C.O. Recruit and C.O. Recruit JJC will be \$40,000.00, and notwithstanding any other provision of this Agreement will remain at \$40,000 through the term of this Agreement. Individuals who become C.O. Recruits and C.O. Recruits JJC, on or after July 1, 2012 shall be subject to the following salary scale upon promotion to the title of Senior Corrections Officer or Senior Corrections Officer JJC:

<u>Step</u>	<u>Salary</u>
1.	\$44,039.00
2.	\$48,079.00
3.	\$52,118.00
4.	\$56,158.00
5.	\$60,198.00
6.	\$64,237.00
7.	\$68,277.00
8.	\$72,316.00
9.	\$76,356.00
10.	\$80,395.00

This salary guide shall be modified accordingly as a result of the implementation of each across-the-board increases set forth in Article XIV(B)(1)(b) through (B)(1)(d).

**C. Temporary Disability Plan**

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

#### **D. Deferred Compensation Plan**

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

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

The State shall provide literature describing the plan as well as a required enrollment or other forms to all employees. It is further understood that the maximum amount of deferrable income under this plan shall be consistent with the amount allowable by law.

#### **E. Cooperative Effort**

The parties to the agreement understand that the public services provided to the citizenry of the State of New Jersey require a continuing cooperative effort particularly during this period of severe fiscal constraints. They hereby pledge themselves to achieve the highest level of service by jointly endorsing a concept of intensive productivity improvements, which may assist in realizing that objective. This provision is not intended to nullify or modify any portion of this Agreement.

### **ARTICLE XV**

#### **Vacations**

##### **A. Vacation Allowance**

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 from one (1) to five (5) years of service.
3. Fifteen (15) working days of vacation from six (6) to twelve (12) years of service.
4. Twenty (20) working days of vacation from thirteen (13) to twenty (20) years of service.
5. Twenty-five (25) working days of vacation after the twentieth (20) year of service.

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 (1) year of earned vacation allowance may be carried forward into the next succeeding year. An employee's request to carry forward earned vacation into the next succeeding year shall be made in writing to the appropriate appointing authority and may be approved for good reason and providing that the employee and his/her supervisor have scheduled the use of such earned vacation allowance. Such approval and scheduling shall not be unreasonably withheld. Where an employee has earned vacation credit in excess of a one (1) year allowance as of October 31, the employee will meet with his supervisor to schedule such vacation time.

##### **B. Vacation Schedule**

1. 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. Such advance scheduling procedures shall allow employees to reserve some portion of their annual vacation allotment to be used as individual days off upon request through the proper procedure established for that purpose. The allowance for the above described practice shall not be less than five (5) days for all employees. Conflicts concerning dates of vacation for those weeks that are scheduled in the advance scheduling period will be resolved within the work unit on the basis of State seniority. Use of the days that are reserved for individual use will be honored on a first come, first served basis. Requests for the use of individual days of vacations that are made at least 48 hours in advance will not be denied on the basis of timeliness. Management, in its sole discretion, may grant a request for use of individual days of vacation made at least 24 hours in advance. However, any grievance resulting from management's discretion to reject a request for use of individual days of vacation shall not be subject to arbitration.

2. Whenever limitations are imposed on the scheduling of vacations because of operational requirements in a work unit, the agency involved will clearly establish and publish the rules and regulations. For all employees except the Corrections Group, the total number of weeks of available vacation for each work unit during each of the periods outlined below shall be determined by the agency and the regulations as to scheduling such vacation shall not violate the following criteria of a. to f., inclusive:

- a. Each employee shall have the opportunity to take at least one (1) week of summer vacation during the period between the week in which May 15 occurs through the week in which September 15 occurs. The choice of available time shall be made by employees on the basis of State

seniority. This provision is not intended to preclude management from granting more than one week of vacation during the period described if operational concerns are otherwise satisfied.

b. During at least three (3) individual or consecutive months of the year the maximum allowable vacation for which an employee may apply shall not be less than three (3) consecutive weeks.

c. During at least six (6) individual or consecutive months, including those months in b. above, the maximum allowable vacation for which an employee may apply shall not be less than two (2) consecutive weeks.

d. During the remainder of the calendar year the maximum allowable vacation for which an employee may apply shall not be less than one (1) week.

e. None of the allowance limits stated above are intended to preclude the granting of lesser periods of vacation if requested by an employee or granting full use of vacation when it can be allowed.

f. It is understood that due to seasonal work load requirements or emergencies, the agency may select months in which no vacations can be scheduled except that the provision of a. above may not be violated.

g. It is also understood that when such limitations apply, but the employees in the agency do not fully subscribe for the amount of vacation leave which the work unit has determined can be available, then other employees in the work unit who wish to utilize more of their earned and available vacation than would normally be allowed shall be given reconsideration and, where reasonable, allowed to schedule such additional time even if in excess of the established rules.

h. Should the agency propose new rules and regulations concerning vacation scheduling, they shall be discussed with the employee representatives before they are finalized and become operable.

3. 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 vacation unless mutually agreed upon or in case of emergency.

#### **C. Payment For Vacation**

1. Upon separation from the State, or upon retirement, an employee shall be entitled to vacation allowance for the current year on a prorated basis consistent with N.J.A.C. 4A:6-1.5 and N.J.S.A. 11A:6-2.

2. If a permanent employee dies having vacation credits unused va-

cation leave shall be paid to the employee's estate pursuant to N.J.A.C. 4A:6-1.2(j).

## **ARTICLE XVI**

### **Holidays**

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

New Year's Day  
Martin Luther King's Birthday (3rd Monday in January)  
President's Day (3rd Monday in February)  
Good Friday  
Memorial Day (Last Monday in May)  
Independence Day  
Labor Day  
Columbus Day (2nd Monday in October)  
Election Day  
Veteran's Day (November 11)  
Thanksgiving Day  
Christmas Day

The statutorily prescribed holidays, including any subsequent amendments thereto shall be the holidays recognized for purposes of this agreement. In the event any of the above statutory holidays fall on a Sunday, they shall be celebrated on the following Monday. In the event any of the above statutory holidays fall on a Saturday, they shall be celebrated on the preceding Friday.

2. In addition to the aforementioned holidays, the State will grant a paid day off when the Governor, in his/her role as Chief Executive of the State of New Jersey, declares a paid day off by Executive Order.

3. Compensation for hours worked on a holiday shall be in accordance with Civil Service Commission Regulations.

## **ARTICLE XVII**

### **Personal Preference Days**

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

a. the agency employing the individual agrees and sched-

ules the alternative day off in lieu of the holiday specified and the employing agency and employee's function is scheduled to operate on the specified holiday;

b. the alternative day off in lieu of the holiday, other than Christmas, must occur after the specified holiday. Preference days in lieu of Christmas may be taken before the holiday;

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

d. the commitment to schedule the personal preference day off shall be non-revocable under any circumstances. The employee must actually work on the holiday that he/she agreed to work in exchange for the personal preference day in order to be entitled to the personal preference day. Moreover, under no circumstances shall there be compensation for personal preference days after retirement and employees shall be docked for any personal preference days that were utilized based upon the expectation of continued employment through the calendar year. Notwithstanding the foregoing, when an employee has already selected a personal preference day and worked the corresponding holiday as promised, and the employee gives at least ten (10) days written notice that he/she will be in no pay status for a period of at least twenty (20) days due to a documented medical condition, the employee may request that the personal preference day be rescheduled to a later date and such request shall be considered in light of operational needs;

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

Where more requests for personal preference days are made than can be accommodated for operational reasons within a work unit, the State seniority of employees in the work unit shall be the basis for scheduling the personal preference days.

## ARTICLE XVIII

### Administrative Leave

A. Employees shall be entitled to three (3) days of administrative leave of absence with pay in each calendar year.

Administrative leave may be used for unscheduled absences, personal business, personal affairs or observation of religious or other days of celebration but not holidays.

B. Newly hired employees shall be granted one-half (1/2) day of administrative leave after each full calendar month of employment to a maximum of three (3) days during the remainder of the calendar year in which he is

employed.

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. When an employee requests the use of administrative leave for unscheduled purposes, the employer can require that the employee provide documentation to support the unscheduled nature of the absence within 72 hours of return to work. So long as documentation is timely provided by the employee when required, leave shall not be denied.

Consistent with N.J.A.C. 4A:6-1.9, priority in granting such requests shall be (1) Emergencies, (2) Religious holidays (3) personal matters. 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 one-half (1/2) day, one (1) day or more than one (1) day.

Requests for the use of an administrative leave day for scheduled absences that are made at least 48 hours in advance shall not be denied solely on the basis of timeliness. This does not preclude an appointing authority from establishing a shorter advance notice practice. Requests for the use of administrative leave for unscheduled absences can be made at any time prior to the leave.

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

## ARTICLE XIX

### Special Time Off

#### A. Emergency or Special Observations

Whenever the Governor may declare a special emergency or observation of any 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 Article XXVII, Hours of Work, and Article XXVIII, Overtime.

#### B. Other

Whenever the Governor may declare time off for all employees (such as a day preceding or following an existing holiday) those who are required to work on that day shall be compensated for such hours worked by being granted equivalent time off at other times in accordance with the Governor's



proclamation, or as provided by the appointing authority and, if operationally feasible, as requested by the employee. If the time off occurs on a seven (7) day operation employee's regular day off, he/she shall be granted equivalent time off in accordance with the above provision.

## ARTICLE XX

### Compensatory Time Off

A. When employees accumulate compensatory time balances, the administrative procedures of the department involved shall be followed 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. Employees requests for use of compensatory time balances shall be honored, so long as the request is received by the employer at least 48 hours in advance. Requests for use of compensatory time may, in the sole discretion of management, be rejected in all circumstances if this advanced notice is not provided, including circumstances that were previously referred to as "emergency comp time." Further, notwithstanding this notice, a request for compensatory time may be denied only in circumstances when it cannot be accommodated for operational reasons. If denied, an alternate day may be requested and such request will be given preferential treatment but shall not require "bumping" another employee from a previously scheduled day off. Any grievance resulting from management's discretion to reject a request for the use of comp time pursuant to this section shall not be subject to arbitration. Priorities in honoring requests for use of compensatory time balances will be given to employees.

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

Requests for use of such time under 1 and 2 will be honored except where emergency conditions exist or where the dates requested conflict with holiday or vacation schedules. Requests for the use of compensatory time made at least 48 hours in advance shall not be denied solely on the basis of timeliness. This does not preclude an appointing authority from establishing a shorter notice practice.

C. An employee may be required to schedule compensatory time off in keeping with the needs within a work unit. Reasonable notice will be given to the employee.

D. Ordinarily, a maximum of one hundred (100) hours of compensatory time may be carried by any employee. Where the balance exceeds one hundred (100) hours, the employee and the supervisor will meet to amicably schedule such compensatory time off. If the employee and the supervisor cannot agree on the scheduling, the supervisor shall have the

discretion to schedule the compensatory time off.

### Compensatory Time Off - Parole:

Compensatory Time Off will be provided to Parole Officers only if the Chairman of the agency finds it operationally prudent to require compensatory time off to be utilized or if there are no funds in the agency's budget for cash overtime in a given fiscal year or period. In all other circumstances, Parole Officers will be compensated in cash for all hours worked in overtime consistent with Article XXVIII. Should Compensatory Time be used, it will be administered pursuant to the provisions set forth above.

## ARTICLE XXI

### Sick Leave

A. The sick leave policy shall be as follows:

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

(2) 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.

B. 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 PBA Local 105 will work the problem out and establish the notification time.

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

C. Sick leave for absences of more than five (5) 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.

**D.** 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.

**E. Sick Leave While on Vacation**

(1) 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.

(2) 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 (1) above.

**F.** All sick leaves are subject to approval.

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

**H.** Whenever a permanent employee enters retirement pursuant to the provisions of a State administered or approved retirement system and has to his credit any earned and unused accumulated sick leave, he shall be entitled to receive supplemental compensation for such earned and unused accumulated sick leave pursuant to N.J.S.A. 11A:6-16 and N.J.A.C. 4A:6-3.1, et seq. The supplemental compensation payment to be paid shall be computed at the rate of one-half (1/2) of the eligible employee's daily rate of pay for each day of earned and unused accumulated sick leave based upon the average annual compensation received during the last year of his employment prior to the effective date of his retirement, provided, however, that no such supplemental compensation payment shall exceed \$15,000. This supplemental compensation shall be paid in a lump sum after the effective date of retirement or at the option of the employee on quarterly dates: January 1, April 1, July 1 and October 1, with payments beginning on the quarterly date next following the date of retirement.

**I.** Consistent with N.J.A.C. 4A:6-1.4, an employee who has been absent on sick leave for periods totaling more than fifteen (15) days in any twelve month period consisting of periods of less than five (5) days, shall submit acceptable medical evidence for any additional sick leave in that year un-

less such illness is of a chronic or recurring nature requiring recurring absences of one (1) day or less in which case only one certificate shall be necessary for a period of six (6) months.

**ARTICLE XXII**

**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 by applicable law; or when required to perform emergency civilian duty in relation to national defense or other emergency when so ordered by the Governor or the President of the United States. When his appearance is required during a shift period which is immediately contiguous to his scheduled shift and wholly within the day of such duty, he shall be excused from such shift without loss of pay. If his shift hours extend from one day to the next, and the required appearance is during a shift period not immediately contiguous to his scheduled shift, the employee shall have the option of choosing to be excused from the scheduled work shift prior to or after the required appearance provided the shift from which he is excused is partly within the day of such duty. In no event is an employee to be excused from his work schedule for more days than the number of days of such duty performed.

**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 a party to the litigation in a matter unrelated to his capacity as an employee or officer of his agency, he shall be granted necessary time off without loss of pay if such appearance is during his scheduled work shift. Where his appearance is during a shift period immediately contiguous to his scheduled shift, he shall be granted necessary 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 eight (8) hours in any day or forty (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 XXIII**

**Pregnancy - Disability Leave (Maternity Leave)**

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

**B.** Pregnancy - disability leave with or without pay shall be granted in the same manner and under the same terms and conditions as sick leave. Re-

quest for such leave must be made by the employee in writing to the Personnel Department.

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

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

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

#### ARTICLE XXIV

##### Leave of Absence Without Pay

A. A permanent employee, upon written application setting forth the reason, may be granted a leave of absence without pay for a maximum period of one (1) year. Further, leave in exceptional situations may be granted where it is in the public interest.

B. The appointing authority shall request approval from the Civil Service Commission for a leave of absence without pay up to a maximum period of one (1) year for an employee elected or appointed to a full-time position with PBA Local 105 or the State PBA. Such leave may be renewed on an annual basis as the term of office of such position requires to a total period not exceeding four (4) years. This privilege may be extended to a maximum of three (3) employees at any one time.

C. All requests for leave of absence or renewal are subject to approval.

#### ARTICLE XXV

##### Leave for PBA Local 105 Activity

A. 1. The State agrees to provide 1,827 days of paid union release time in Fiscal Year 2012 and 1,305 days of paid union release in Fiscal Years 2013, 2014 and 2015 time to be used by PBA Local 105 President, Vice President, Executive Vice President #1, Executive Vice President #2, Executive Vice President #3, Executive Vice President #4, and State Delegate. PBA Local 105 President or his designee shall serve as the liaison between PBA Local 105 and the State. Unused days may not be carried over into another Fiscal Year.

2. In addition to the foregoing, the State agrees to provide addi-

tional days per year of paid leave for other union business involving designees of PBA Local 105 other than those activities set forth in Article VIII(B), above. The number of paid days per year for this purpose shall be 205 days in Fiscal Year 2012 and 160 days in Fiscal Years 2013, 2014 and 2015. Unused days may not be carried over into another Fiscal Year.

3. Further, the State agrees to provide an additional 20 days per year of paid leave for union activity for a designee of PBA Local 105 from Parole. Such days shall be provided upon approval from PBA Local 105 and are subject to all procedures and provisions of this Article. Thus a total of 20 days of such leave, for a designee of PBA Local 105 from Parole, may be used in the year July 1, 2011 to June 30, 2012; 20 days during the period July 1, 2012 to June 30, 2013; 20 days during the period July 1, 2013 to June 30, 2014; and 20 days during the period July 1, 2014 to June 30, 2015. Unused days may not be carried over into another Fiscal Year.

4. In addition to the foregoing, the State will further provide an additional 84 days of leave for Association activity for use specifically by Institutional Vice-Presidents for attendance at PBA Local 105's monthly general membership meetings. Unused days may not be carried over into another Fiscal Year.

5. The total number of days of such leave which may be used in each year shall be exclusive of leave provided under the provisions of New Jersey law and ordinarily granted under that statute

6. Effective immediately, the parties agree that the practice of designating union leave days as "chargeable" and "non-chargeable" shall be eliminated, and all leave for PBA Local 105 activity shall be deemed chargeable consistent with the terms of this Article.

B. All leave for PBA Local 105 activity pursuant to this Article shall be used solely for participation in appropriate PBA Local 105 activity for which appropriate approval by the State is required in accordance with Section C below.

C. 1. Application for the use of such leave on behalf of the designees of PBA Local 105 shall be made in writing fourteen (14) days in advance by PBA Local 105 President to the appropriate Employee Relations Coordinator in the Governor's Office of Employee Relations.

2. Timely requests for such leave will be approved by the Governor's Office of Employee Relations based upon the condition that the employee's absence will not cause undue hardship or the inability of the work unit to function effectively. When possible, work schedules will be adjusted to eliminate this problem. Approval by the Governor's Office of Employee Relations shall not be unreasonably withheld.

3. Leaves will be granted only to individuals authorized by PBA

Local 105 President.

**D.** In addition, the State agrees to provide leave of absence without pay for designees of PBA Local 105 to attend PBA Local 105 activities approved by the State. A total of 400 days of such leave of absence without pay may be used during the period July 1, 2011 to June 30, 2012; 400 days of leave of absence without pay during the period July 1, 2012 to June 30, 2013, and 400 days during the period July 1, 2013 to June 30, 2014. This additional leave of absence without pay is to be used under the same conditions and restrictions expressed in connection with the leaves of absence with pay. Unused days may not be carried over into another Fiscal Year.

## ARTICLE XXVI

### Military Service Leave

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

## ARTICLE XXVII

### Hours of Work

**A.** The workweek for each job classification within the unit shall be consistent with its designation in the State Compensation Plan.

**B. 1.** 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.

2. Employees shall be given five (5) days of notice of permanent or temporary shift schedule changes which affect them. Changes which are required in cases of emergent circumstances are excepted from this provision.

3. In situations where rotating shifts are the normal practice, the superior officer making the schedule shall minimize the circumstances where less than forty-five (45) hours time off is provided to the affected employee when changing from the day shift to any other shift.

**C.** Normally, when an employee is called into work outside his regular shift, he will be provided a full work shift or the balance of the shift to which he is called. When an employee is called into work outside his regularly scheduled shift, he shall be guaranteed a minimum of two (2) hours compensation whether 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.

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

**E.** Employees who are designated as "NE" may be treated as exceptions to the provisions of B. (1) and C.

**F.** As a general rule, when an employee's normal work schedule is made up, his normal days off will be scheduled on consecutive days in accordance with the needs and operational effectiveness of the agency for which he works.

**G.** Where conditions of work permit, a rest period of fifteen (15) minutes shall be provided during each one-half (1/2) shift and employees who are required to work beyond their regular quitting time into the next shift may receive an additional fifteen (15) minute rest period when the period of work beyond their regular shift exceeds two (2) hours.

**H.** Effective July 1, 2000, Senior Correction Officers shall be employed on a normal work schedule of eight (8) hours per day (40 hours per 5 day week). Each officer shall have thirty (30) minutes for meal time within each work shift which shall be duty status.

The overtime provisions of this Agreement shall pertain to all time worked beyond these normal work schedules.

## ARTICLE XXVIII

### Overtime

**A.** Overtime will accrue and compensation will be made in compliance with the Civil Service Rules and Regulations and Personnel Manual. Eligible employees will be compensated at the rate of time and one-half (1.5) for overtime hours accrued in excess of the designated work week. These compensation credits shall be given in compensatory time or in cash.

1. 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.

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

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

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

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

**B. 1.** The State will give advance notice of all scheduled overtime to each employee concerned. Such scheduled overtime will be assigned minimally in units of one (1) hour and in hourly or half-hourly increments

thereafter when such overtime is to be performed contiguously to the employee's scheduled work shift. When overtime is scheduled not contiguous to the employee's work shift, it will be assigned minimally in units of two (2) hours and in hourly or half-hourly increments thereafter. All such scheduled overtime will be in accordance with the provisions expressed in "Scheduling of Overtime".

2. An employee who is assigned non-scheduled overtime in excess of fifteen (15) minutes will be guaranteed a minimum of one (1) hour's work. An employee who is called in for non-scheduled overtime shall be guaranteed a minimum of two (2) hours work except when the end of the call-in period coincides with the beginning of his regularly scheduled shift. When an employee on the job is required to work non-scheduled overtime, notice of at least two (2) hours shall be given where the circumstances which make the assignment necessary are known sufficiently in advance to provide such notice.

3. Where incidental overtime assignments are made, records of all such time worked shall be kept on a daily basis, and shall be paid in cash at time and one-half in the pay period that the incidental overtime is performed.

4. Exceptions to the above provisions concerning Correction Officers and Senior Correction Officers are set forth in Article XXVII, paragraph H.

## ARTICLE XXIX

### 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 scheduled overtime shall be extended to each employee on a rotational basis provided the employee is capable of performing the work except where the overtime requirement is caused by an emergency condition. The declaration of an emergency shall be by the ranking authority at the location or institution involved or an authorized designee.

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. Where a PBA Local 105 President is required to attend a grievance hearing as prescribed in this Agreement or the regular monthly meetings of the local, and where non-emergency overtime is to be assigned at the same time of such a meeting, the president shall be excused from the requirement to perform the conflicting overtime, providing a request to be excused is initiated by

the president when the offered overtime assignment is first made.

A designee of the president who has been named and acknowledged by the State will be accorded a similar privilege only when non-emergency assignments would conflict with attendance at contract negotiations meetings with the State or a scheduled grievance hearing under the conditions set forth above.

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

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

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

D. Lists showing the rotational order of each employee and the total overtime worked and refused by each employee shall be maintained in the work unit. Such lists shall be made available for inspection on request to PBA Local 105 Officers 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.

E. In the event a dispute regarding this Article is resolved in the Union's favor, the sole remedy available shall be the granting of the next available overtime opportunity to the aggrieved employee(s), without the aggrieved employee(s) being displaced in the subsequent overtime rotation. In no event shall overtime payment be provided for a shift not worked.

## ARTICLE XXX

### 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 XXXI

### Job Posting

A. 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, including the shift and days off as appropriate, any required qualifications, the location of the vacancies and the procedure to be followed by employees interested in making application.

B. Any permanent job post which is to be filled shall be posted within seven (7) days. Nothing herein shall be construed to limit the authority of the State to fill any such position.

C. A copy of each notice posted will be forwarded to PBA Local 105 office. With respect to all job postings for positions in Parole, a copy of each job posting shall be forwarded to a designated union representative via e-mail and also shall be posted on the State Parole Board intranet site referenced in Article VIII(D)(7) of this Agreement.

## ARTICLE XXXII

### 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 (1) week in advance of the effective date.

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

D. 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.

E. When it has been determined that a position which represents a provisional promotional opportunity is to be filled, employees at the location where the opportunity exists shall be given preference over any applicant who has not passed an examination for the position, provided the local employee to be appointed is on the active Civil Service Commission promotional list.

## ARTICLE XXXIII

### Out-of-Title Work

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

The assignment of out-of-title work on a regular and continuing basis, exclusive of stand-in for limited periods for vacation, sick leave or other leaves, shall be avoided. Instances of such out-of-title work identified by PBA Local 105 and formally brought to the attention of the State shall be corrected immediately or by phasing out such assignments at the earliest possible time which shall in any case be no later than three (3) months from the time of notification by PBA Local 105. Any dispute as to whether the work is within the job classification of the employee(s) involved may be resolved by appeal to the Civil Service Commission where the matter will be heard within twenty-one (21) days and a decision rendered within fifteen (15) days of that hearing. Any dispute concerning the phasing out period will be resolved through the grievance procedure.

B. Each employee shall be furnished a copy of the job specification for the position in which he or she is employed upon request.

## ARTICLE XXXIV

### Position Reevaluation Review

A. PBA Local 105 may request a reevaluation of a classified position (job 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 PBA Local 105 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.

B. The Union may present requests for position reevaluation review for unclassified positions to the departmental personnel office for consideration. If, subsequent to review, the department finds such request to be meritorious the department may, on its own initiative, pursue the matter before the proper authorities.

## ARTICLE XXXV

### Layoff and Recall

A. When it is necessary to lay off employees, PBA Local 105 shall be notified at once, and the conditions outlined below and the established protections administered by the Civil Service Commission shall be observed.

B. Permanent employees within an organizational unit will not be laid off before any emergency appointments, temporary appointments to tempo-

rary 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 minimum notice of at least two (2) weeks of any reduction in force.

C. The State will provide a minimum of forty-five (45) calendar days notice of layoff to any permanent 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 layoff by transferring, re-assigning or offering to demote employees to available vacancies.

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

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

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

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

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

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

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

#### **K. Layoff in Unclassified Service**

In the event there is a layoff affecting the unclassified employees in this unit it is agreed that the terms and conditions surrounding the definition and application of seniority by Civil Service Commission regulation shall be applied to those employees affected as though the regulations were applicable.

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

### **ARTICLE XXXVI**

#### **Safety**

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

B. The State agrees to provide adequate and regularly maintained sanitary facilities for employee use. Each employee will maintain acceptable standards of personal hygiene and cleanliness in accordance with the requirements of his job.

C. An employee must report incidents of unsafe or unhealthful conditions to his supervisor immediately. 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 established safety guidelines providing necessary resources are available.

D. Employees shall not be required to work under conditions of work which are determined to present an imminent hazard to safety or health. An employee whose work is temporarily eliminated as a result of the foregoing may be assigned on an interim basis to other work which the employee is deemed to be qualified to perform.

E. The State and PBA Local 105 shall place health and safety issues on the agenda for the Quarterly Employee Relations meetings as required to discuss safety and health problems or hazards and programs and to make recommendations concerning improvement or modification of conditions regarding health and safety.

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

G. It is understood that references to safety and health hazards and conditions of work referred to in this article are not intended to include those hazards attendant to the employment of these employees as policemen, and which represent the risks normally associable with such employment.

H. Any arbitrator's decision or award interpreting or applying section A of this Article shall be advisory and non-binding as specifically noted in Article XI, Section H.5, Grievance Procedure.

## ARTICLE XXXVII

### Fringe Benefits

#### A. State Health Benefits Program

As with any provisions of this Agreement that reflect statutory or regulatory mandates, the provisions of paragraphs (A)(B)(C) and (G) of this Article, are for informational purposes only and provide an explanation which is subject to change due to legislative action.

1. The State Health Benefits Program is applicable to employees covered by this Contract. It is agreed that, as part of that program, the State shall continue the Prescription Drug Benefit Program during the period of this Agreement to the extent it is established and/or modified by the State Health Benefits Design Committee, in accordance with P.L. 2011, c. 78. Through December 31, 2011, active eligible employees are able to participate in the prescription drug card program. Similarly, through December 31 2011, active eligible employees are able to elect to participate in the NJDIRECT 15 Plan (as it existed on June 30, 2011). In the alternative, through December 31, 2011, active eligible employees are able to elect to participate in an HMO which existed in the program as of June 30, 2011. Beginning January 1, 2012, the State Health Benefits Plan Design Committee shall provide to employees the option to select one of at least three levels of coverage each for family, individual, individual and spouse, and individual and dependent, or equivalent categories, for each plan offered by the program differentiated by out of pocket costs to employees including co-payments and deductibles. Pursuant to P.L. 2011, c. 78, the State Health Benefits Plan Design Committee has the sole discretion to set the amounts for maximums, co-pays, deductibles, and other such participant costs for all plans in the program and has the sole discretion to determine the plan design, plan offerings and coverage levels under the program.

2. Effective July 1, 2003, new hires are not eligible for enrollment in the Traditional Plan. The Traditional Plan and the NJ Plus POS Plan have been abolished.

3. Medicare Reimbursement - Effective January 1, 1996, consistent with law, the State will no longer reimburse active employees or

their spouses for Medicare Part B premium payments.

#### B. Contributions Towards Health and Prescription Benefits

1. Effective July 1, 2011, or as soon thereafter as the State completes the necessary administrative actions for collection, employees shall contribute, through the withholding of the contribution from the pay, salary, or other compensation, toward the cost of health care benefits coverage for the employee and any dependent provided under the State Health Benefits Program in an amount that shall be determined in accordance with section 39 of P.L. 2011, c. 78, except that, in accordance with Section 40(a) of P.L. 2011, c. 78, an employee employed on July 1, 2011 shall pay:

- a) from implementation through June 30, 2012, one-fourth of the amount of contribution;
- b) from July 1, 2012 through June 30, 2013, one-half of the amount of contribution;
- c) from July 1, 2013 through June 30, 2014, three-fourths of the amount of contribution; and
- d) from July 1, 2014, the full amount of contribution,

as that amount is calculated in accordance with section 39 of P.L. 2011 c. 78. After full implementation, the contribution levels shall become part of the parties' collective negotiations and shall then be subject to collective negotiations in a manner similar to other negotiable items between the parties.

2. The amount payable by any employee, pursuant to section 39 of P.L. 2011 c. 78, shall not under any circumstance be less than the 1.5 percent of base salary that is provided for in subsection c. of section 6 of P.L.1996, c.8 (C.52:14-17.28b).

3. An employee who pays the contribution required under section 40 of P.L. 2011 c. 78 shall not also be required to pay the contribution of 1.5 percent of base salary under subsection c. of section 6 of P.L.1996, c.8 (C.52:14-17.28b).

4. The contribution shall apply to employees for whom the employer has assumed a health care benefits payment obligation, to require that such employees pay at a minimum the amount of contribution specified in this section for health care benefits coverage.

5. Should the necessary administrative actions for collection by the State not be completed by July 1, 2011, collection of the contribution rates set forth in section 39 of P.L. 2011, c. 78, and paragraph 1 above, shall not be applied retroactively to this act's effective date, provided, however, the employee shall continue to pay at least 1.5% of base salary during such implementation period.



6. The parties agree that should an employee voluntarily waive all coverage under the State Health Benefits Plan ("SHBP") and provide a certification to the State that he/she has other health insurance coverage, the State will waive the contribution for that employee.

7. An employee on leave without pay who receives health and prescription drug benefits provided by the State Health Benefits Program shall be required to pay the above-outlined contributions, and shall be billed by the State for these contributions. Health and prescription benefit coverage will cease if the employee fails to make timely payment of these contributions.

8. Active employees will be able to use pre-tax dollars to pay contributions to health benefits under a Section 125 premium conversion option. All contributions will be by deductions from pay.

#### **C. Dental Care Program**

1. It is agreed that the State shall continue the Dental Care Program during the period of this Agreement to the extent it is established and/or modified by the State Health Benefits Design Committee, in accordance with P.L. 2011, c. 78. Through December 31, 2011, active eligible employees are able to participate in the Dental Care Program as described in the parties' July 1, 2007 – June 30, 2011 collective negotiations agreement. Pursuant to P.L. 2011, c. 78, the State Health Benefits Plan Design Committee has the sole discretion to set the amounts for maximums, copays, deductibles, and other such participant costs for all plans in the program and has the sole discretion to determine the plan design, plan offerings and coverage levels under the program.

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

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

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

#### **D. Eye Care Program**

1. It is agreed that the State shall continue the Eye Care Program during the period of this Contract. The coverage shall provide for a \$40.00 payment for regular prescription lens or \$45.00 for bifocal lens or more complex prescriptions. Included are all eligible full-time employees and their eligible dependents (spouse and unmarried children under 23

years of age who live with the employee in a regular parent-child relationship). The extension of benefits to dependents shall be effective only after the employee has been continuously employed for a minimum of sixty (60) days.

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

3. Each eligible employee and dependent may receive only one payment for glasses and one payment for examinations during the period of July 1, 2011 to June 30, 2013 and one payment for glasses and one payment for examination during the period of July 1, 2013 to June 30, 2015. This program ends on June 30, 2015. Proper affidavit and submission of receipts are required of the employee in order to receive payments.

E. The provisions of Sections (A), (B) and (C) of this Article are for informational purposes only and are not subject to the contractual grievance/arbitration provisions of Article XI.

#### **F. Insurance Savings Program**

Subject to any condition imposed by the insurer, all employees shall have the opportunity to voluntarily purchase various insurance policies on a group participation basis. The policy costs are to be borne entirely by the employee selecting insurance coverage provided in the program. The State will provide a payroll deduction procedure whereby authorized monies may be withheld from the earned salary of such employees and remitted to the insurance company. The insurance company will provide information concerning risks covered, service offered, and all other aspects of the program to each interested employee.

#### **G. Health Insurance for Retirees**

Those employees who have 20 or more years of creditable service on the effective date of P.L. 2011, c.78, who accrue 25 years of pension credit or retire on a disability retirement on or after July 1, 2011 will contribute 1.5% of the monthly retirement allowance toward the cost of post retirement medical benefits as is required under law. In accordance with P.L. 2011, c.78, the Retiree Wellness Program no longer applies. The provisions of this Article are for informational purposes only and are not subject to the contractual grievance/arbitration provisions of Article XI.

### **ARTICLE XXXVIII**

#### **Uniform Allowance**

The State agrees to continue its practice of making initial issues of uniforms to all new employees in this unit.

**Parole:** No allowance will be paid to employees who are not required to purchase a uniform and wear it for work. Accordingly, as of ratification of this Agreement, unit members working in Parole are not eligible for a uniform allowance. In the event Parole employees are required to purchase and wear uniforms for work, during the term of this Agreement, the State agrees to negotiate with the Union the appropriateness of a uniform maintenance allowance for affected employees.

**Corrections:** Employees who are required to wear or own a uniform for work and who are serving in the titles of Correction Officers Recruit, Senior Correction Officer, Correction Officer Recruit, Juvenile Justice, Senior Correction Officer, Juvenile Justice, and Senior Interstate Escort Officer will be granted, in lieu of any uniform allowances other than the initial issues, the following cash payments: \$917.50 in July 2011 to those employees with at least one (1) year of service as of June 30, 2011; \$917.50 in January 2012 to those employees with at least one (1) year of service as of December 31, 2011; \$917.50 in July 2012 to all employees with at least one (1) year of service as of June 30, 2012; \$917.50 in January 2013 to all employees with at least one (1) year of service as of December 31, 2012; \$917.50 in July 2013 to all employees with at least one year of service as of June 30, 2013; \$917.50 in January 2014 to all employees with at least one year of service as of December 31, 2013; \$917.50 in July 2014 to those employees with at least one (1) year of service as of June 30, 2014; and \$917.50 in January 2015 to those employees with at least one (1) year of service as of December 31, 2014.

It is understood that the above cash payments are to be used for items of uniform or their maintenance and that all employees in the unit are expected to meet prescribed standards and regulations concerning individual items of uniform which are required and the reasonable standards of maintenance of such uniforms.

All employees are expected to meet the prescribed standards and regulations concerning individual items of uniform which are required and the reasonable standards of maintenance of such uniforms.

## ARTICLE XXXIX

### 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 a rate per mile provided by state law. The State requires each individual accepting such

authorization to maintain insurance for personal liability in the amounts of \$25,000 for each person and \$50,000 for each accident and \$10,000 property damage for each accident. The State will provide insurance coverage where such privately owned vehicles are used in the authorized business of the State covering the excess over the valid and collectible private insurance in the amount of \$150,000 for each person and \$500,000 for each accident for personal liability and \$50,000 property damage for each accident unless and until legislation is passed which requires the State to indemnify and hold harmless their employees for personal injuries and property damage caused by the negligence of said employees while operating their privately owned vehicles on the authorized business of the State.

When an employee is authorized to utilize his own vehicle for travel on a temporary assignment, he shall be reimbursed for the mileage as provided by state law. Employees shall be reimbursed for travel expenses while on the authorized business of the State in keeping with the conditions set forth by state law.

## ARTICLE XL

### Tuition Refund and Employee Training

#### A. Tuition Aid Program

The tuition aid program shall be administered consistent with N.J.A.C. 4A:6-4.6.

#### B. Employee Training

The State shall continue to offer training programs of proven worth which are aimed at skills development and improvement in order to afford employees greater opportunity for performance improvement and promotional growth. Such offering may be regulated or limited by availability of funds or other factors.

C. The appointing authorities of each department in which members of this unit are employed shall forward all announcements concerning employee training to the Chairman and PBA Local 105 President. PBA Local 105 will supply each appointing authority with the proper names and mailing addresses for this purpose.

## ARTICLE XLI

### Use of State Facilities

PBA Local 105 President may request use of available space for the storage of papers and files of PBA Local 105 local. Provisions of such space shall not be unreasonably withheld when available, however, the provision of space shall not take priority over essential operational uses and the State shall incur no responsibility for the security or safety of any PBA Local 105 materials nor any liability for loss or damages which may occur. Fur-

ther, PBA Local 105 may be permitted to furnish file cabinets or other equipment related to the commitment above and under the same conditions. The permission to utilize facilities of the State may be withdrawn at any time for cause.

## ARTICLE XLII

### Maintenance of Benefits

A. The fringe benefits, which are substantially uniform in their application to employees in the unit, and which are currently provided to those employees, including, but not limited to, the Health Benefits Program, the Life Insurance Program, the Prescription Drug Program and their like, shall remain in effect without diminution during the term of this Agreement unless modified herein, changed pursuant to statutory authority, or by subsequent agreement to the parties.

Other substantial benefits, not within the meaning of paragraph A above, currently enjoyed by an employee or a group of employees which are not in contradiction to current State law, regulation or policy and which are not in contradiction with other provisions of this Agreement shall remain in effect during the term of this Agreement and the continuation of the employee in his present assignment, provided that the continuance of such substantial benefit is not unreasonable under all of the circumstances and provided that if the State changes or intends to make changes which have the effect of substantial modification or elimination of such substantial benefits, the State will notify PBA Local 105 and, if requested by PBA Local 105 within ten (10) days of such notice or within ten (10) days of the date on which the change would reasonably have become known to the employees affected, the State shall within twenty (20) days of such request enter negotiations with PBA Local 105 on the matter involved providing the matter is within the scope of issues which are mandatorily negotiable under the Employer-Employee Relations Act as amended and, further, if a dispute arises as to the negotiability of such matters that the procedures of the Public Employment Relations Commission shall be utilized to resolve such dispute.

It is further agreed that the State shall refrain from implementation of changes in the circumstances where the obligation to negotiate has been mutually agreed until such time as there has been a reasonable opportunity for the position of the parties to be fully negotiated in good faith.

It is further understood that the absence of mutual agreement as to the obligation to negotiate is not construed to be a waiver of any rights of the parties under the provisions of the Employer-Employee Relations Act as amended.

## ARTICLE XLIII

### Effect of Law

#### A. Legislative Action

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

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

#### B. Savings Clause

If any provision of this Agreement shall conflict with any Federal or State law or have the effect of eliminating or making the State ineligible for Federal funding, that specific provision of this Agreement shall be deemed amended or nullified to conform to such law. The other provisions of the Agreement shall not be affected thereby and shall continue in full force and effect.

Upon request of either party the State and PBA Local 105 agree to meet and renegotiate any provision so affected.

#### C. Preservation of Rights

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

#### D. Liability Claims Indemnification

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

## ARTICLE XLIV

### Outside Work

An employee may engage in outside employment with prior approval of the department head or his or her designee. An employee desir-

ing to engage in outside employment shall request permission in writing. Approval or disapproval of such requests shall be transmitted within fourteen (14) calendar days and shall not be unreasonably withheld.

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

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

#### ARTICLE XLV

##### Claims Adjustment

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

The thirty (30) days requirement noted above may be extended by mutual agreement. The agreement by the employer shall not be unreasonably withheld.

#### ARTICLE XLVI

##### Negotiation Procedures

###### A. Successor Agreement

The parties further agree to enter into collective negotiations concerning a successor Agreement to become effective on or after July 1, 2015, subject to the provision expressed in Article XLVII, "Term of Agreement".

###### B. Procedure

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

#### ARTICLE XLVII

##### Term of Agreement

This contract shall become effective on July 1, 2011, and shall remain in full force and effect until June 30, 2015. The contract 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 February 1, 2015 or February 1 of any succeeding year.

#### ARTICLE XLVIII

##### Complete Agreement

The State and PBA Local 105 acknowledge this to be their complete Agreement, except as may be added hereto by particular reference in memorandum of understanding predating the date of signing of this Agreement, and inclusive of all negotiable issues whether or not discussed and hereby waive any right to further negotiations on any issues presented except that any rights or obligations of either party to negotiate, as set forth within the New Jersey Employer-Employee Relations Act (ch. 303 L. 68 and ch. 123 L. 74) and as amended, are acknowledged and not waived.

#### ARTICLE XLIX

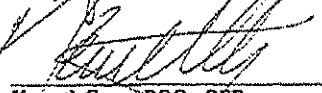
**Notices:** For the purpose of giving notice as provided in "Term of Agreement", the State may be notified through the Director, Governor's Office of Employee Relations, PO Box 228, Trenton, New Jersey 08625; and PBA Local 105 through President, PBA Local 105, 17 North Willow Street, Trenton, New Jersey 08608.

IN WITNESS WHEREOF, the State and PBA Local 105 have caused this Agreement to be signed by their duly authorized representatives as of this 11<sup>th</sup> day of June, 2012.

FOR THE STATE OF NEW JERSEY

  
David A. Cohen, Director - GOER

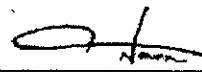
  
Henry Oh, ERC - GOER

  
Kenneth Green, DOC - OER

  
Lisa Bell, JJC - OER

  
Joseph P. Horan, SPB - OER

FOR THE POLICEMAN'S  
BENEVOLENT ASSOCIATION  
LOCAL 105:

  
Trent Norman, President

  
Anthony Williams, State Delegate

  
John Mullen, Chair Contract Committee

## APPENDIX I

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

### 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. Each employee shall be notified as to the work unit referred to herein. Such work units shall not be defined by shifts.

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. For Senior Correction Officers only, job classification seniority for reassignments shall commence from the first day of employment in a custody position with the Department or Division of Corrections.

3. When temporary (i.e. for a period of six (6) months or less) 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 (1) request for reassignment from qualified employees deemed capable of performing the work in such a job is on record, any assignments will be made on the basis of the job classification seniority of employees having recorded such a request.

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 re-

questing 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 (1) additional voluntary reassignment in the succeeding twelve (12) month period. Consideration will be given to a request for additional reassignment where special circumstances exist. A promotion is not considered to be a reassignment.

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

**G.** While it is acknowledged that reassignments of any employees may be made for any of the purposes outlined in A.2. above, the reassignment of groups of employees who comprise a work unit shall not be made on a routine rotational basis without good cause.

**H.** 1. The State Parole Board shall provide to PBA Local 105 an updated list, once per quarter, showing the location and seniority of all Parole Officer Recruits and Senior Parole Officers. This seniority shall consist of the totality of time the Parole Officer has been employed by the State Parole Board in the title of Parole Officer Recruit or Senior Parole Officer.

When a vacancy in a traditional Parole Office (non-specialized unit) position occurs, the State Parole Board will provide PBA 105 with a notice of the vacancy and its location. The notice may be provided electronically. Any Parole Officer may apply for a vacant Parole Officer position. If there are multiple applicants for a single vacancy who the Employer, in its discretion and the exercise of its lawful managerial prerogative, believes to be equally qualified, and all other things being equal, the most senior Parole Officer will be given preference. Transfers and reassignment will be made in the discretion of the Employer. In the event of an involuntary transfer, the least senior Parole Officer will be chosen if, in its discretion and the exercise of its lawful managerial prerogative, the Employer determines that all other things are equal.

**I.** In the event of a layoff due to lack of work, facility closure, or abolition of title, Juvenile Justice corrections officers shall be considered promptly for lateral transfer to the position of senior corrections officer at the Department of Corrections without loss of salary, provided:

1. available positions exist;
2. they meet the qualifications for the positions; and,
3. the Department of Corrections has not already allocated the positions to a future training class.

If such transfers are made, efforts will be made to make offers to Juvenile Justice officers in order of seniority.

#### APPENDIX II

Senior Correction Officers who are released from duty to partake in Union business shall be released pursuant to Article XXV Leave for PBA Local 105 Activity.

#### APPENDIX III

Title
Code
32641
40804
61769
40803
32642
40808
32662
61773
40806

Title
Correction Officer Recruit
Correction Officer Recruit, Juvenile Justice
Parole Officer, Recruit
Parole Officer Recruit, Juvenile Justice
Senior Correction Officer
Senior Correction Officer, Juvenile Justice
Senior Interstate Escort Officer
Senior Parole Officer
Senior Parole Officer, Juvenile Justice

**FISCAL YEAR 2012 SALARY SCHEDULE**  
**12 Month Employees Effective First Pay Period of July 2011**  
**Covering Employee Relations Groups F, L and LA\***  
**(FOR INFORMATIONAL PURPOSES ONLY)**

ERG	F	L	LA
Step 1	\$68,678.87	\$55,842.47	\$44,039.00
Step 2	\$72,114.07	\$58,570.66	\$48,079.00
Step 3	\$75,549.27	\$61,298.85	\$52,118.00
Step 4	\$78,984.47	\$64,027.04	\$56,158.00
Step 5	\$82,419.67	\$66,755.23	\$60,198.00
Step 6	\$85,854.87	\$69,483.42	\$64,237.00
Step 7	\$89,290.07	\$72,211.61	\$68,277.00
Step 8	\$92,725.27	\$74,939.80	\$72,316.00
Step 9	\$96,160.47	\$77,667.99	\$76,356.00
Step 10	\$99,595.67	\$80,396.18	\$80,395.00

\* ERG LA is the CSC designation for the salary guide applied to new recruits entering the academy on or after 7/1/12

**FISCAL YEAR 2013 SALARY SCHEDULE**  
**12 Month Employees Effective First Pay Period of July 2012**  
**Covering Employee Relations Groups F, L and LA\***  
**(FOR INFORMATIONAL PURPOSES ONLY)**

ERG	F	L	LA
Step 1	\$68,678.87	\$55,842.47	\$44,039.00
Step 2	\$72,114.07	\$58,570.66	\$48,079.00
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Step 7	\$89,290.07	\$72,211.61	\$68,277.00
Step 8	\$92,725.27	\$74,939.80	\$72,316.00
Step 9	\$96,160.47	\$77,667.99	\$76,356.00
Step 10	\$101,338.59	\$81,803.11	\$81,801.91

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ERG	F	L	LA
Step 1	\$69,365.66	\$56,400.89	\$44,479.39
Step 2	\$72,835.21	\$59,156.37	\$48,559.79
Step 3	\$76,304.76	\$61,298.85	\$52,118.00
Step 4	\$79,774.32	\$64,667.31	\$56,719.58
Step 5	\$83,243.87	\$67,422.78	\$60,799.98
Step 6	\$86,713.42	\$70,178.25	\$64,879.37
Step 7	\$90,182.97	\$72,933.73	\$68,959.77
Step 8	\$93,652.52	\$75,689.20	\$73,039.16
Step 9	\$97,122.08	\$78,444.67	\$77,119.56
Step 10	\$102,858.67	\$83,030.16	\$83,028.94

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