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AGREEMENT THE STATE OF NEW JERSEY



**LOCAL NO. 195, THE AMERICAN FEDERATION OF
TECHNICAL ENGINEERS, AFL-CIO**

and

**LOCAL NO. 518, NEW JERSEY STATE MOTOR
VEHICLE EMPLOYEES UNION (S.E.V.U.)**

Inspection and Security Unit

May 5, 1973 - June 30, 1975

INSPECTION AND SECURITY UNIT

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PREAMBLE

This Agreement made between the State of New Jersey and Local No. 195, the American Federation of Technical Engineers, AFL-CIO, and Local No. 518, New Jersey State Motor Vehicle Employees Union, AFL/CIO, covering certain employees in the Inspection and Security Unit, has as its purpose the promotion of harmonious employee relations between the State and its employees represented by the Union; the establishment of equitable and peaceful procedures for the amicable resolution of all disputes and grievances; and the determination of the wages, hours of work and other terms and conditions of employment.

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

ARTICLE I

RECOGNITION

A. The State of New Jersey by the Office of Employee Relations in the Governor's Office and hereinafter referred to as the "State" hereby recognizes Local 195, American Federation of Technical Engineers AFL/CIO and Local 518, New Jersey State Motor Vehicle Employees Union AFL-CIO and hereinafter referred to as the "Union" as the exclusive representative for collective negotiations concerning wages, hours, and conditions of employment for all its employees in the statewide Inspection and Security Unit.

B. 1. Included are all full time permanent and provisional employees of the State of New Jersey as certified by the Public Employment Relations Commission and listed by job classifications in Appendix I.

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

C. Excluded are:

1. Managerial Executives
2. Supervisors
3. Confidential employees
4. Policemen
5. Craft and professional employees
6. Classifications designated within other appropriate units
7. Classifications within the Department of Higher Education except those in the State College System which are included.
8. All other employees of the State of New Jersey.

ARTICLE II

MANAGEMENT RIGHTS

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

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

ARTICLE III

CIVIL SERVICE REGULATIONS

The administrative and procedural provisions and controls of the Civil Service Law and the Rules and Regulations promulgated thereunder are to be observed in the administration of this Agreement, except and to the extent that this Agreement pertains to subjects not therein contained. Where the terms of the Agreement specifically indicate an understanding contrary to or in conflict with any such provisions, the parties agree to jointly seek modification or amendment of the particular rule or statute to be then consistent with the terms of the Agreement by appeal to the Civil Service Commission or the Legislature.

ARTICLE IV

NON-DISCRIMINATION CLAUSE

The State and the Union agree there shall be no discrimination against any employee because of age, sex, marital status, race, color, religion, national origin, political affiliation, or union membership.

ARTICLE V

POLICY AGREEMENTS

A. 1. During the term of this Agreement, the Union agrees not to engage in or support any strike, work stoppage, slowdown, or other job action by employees covered by this Agreement but shall not be liable for unauthorized action of employees covered by this Agreement.

2. Should unauthorized strike, work stoppage, slowdown, or other job action by employees covered by this Agreement take place, the Union will take public action to bring about an immediate cessation of such actions.

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

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

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

ARTICLE VI

DUES DEDUCTION

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

Dues so deducted by the State shall be transmitted to the Union.

The written request for the deduction of an employee's dues may be withdrawn at any time upon the filing of notice of withdrawal with the Treasurer's Office. The notice of withdrawal shall be effective as of January 1 or July 1, whichever date first succeeds the date of filing such notice.

The Union shall certify to the State the amount of Union dues and shall notify the State of any change in dues structure at least 45 days prior to the effective date of such change.

ARTICLE VII

GRIEVANCE PROCEDURE

A. Definition of a Grievance

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

1. A breach, mis-interpretation or improper application of the terms of this Agreement; or

2. A claimed violation, mis-interpretation, or mis-application of rules or regulations, existing policy, or orders, applicable to the agency or department which employs the grievant affecting the terms and conditions of employment.

B. Purpose

1. The purpose of this procedure is to assure prompt and equitable solutions of problems arising from the administration of this Agreement or other conditions of employment.

C. Informal Procedure

Any member of the collective negotiating unit may orally present and discuss his complaint with his immediate supervisor on an informal basis.

D. Time sequence for filing and decision

1. A grievance must be filed at step one within fifteen (15) calendar days from the date on which the act which is the subject of the grievance occurred or fifteen (15) calendar days from the date on which the grievant should reasonably have known of its occurrence. Other references to days in this process are working days of the party to which they apply.

2. At any step, should a grievance not be satisfactorily resolved or should no decision be forthcoming in the prescribed time the grievant, may, within three working days, submit his grievance to the next step.

3. Where the subject of a grievance suggests it is appropriate and where the parties mutually agree, such grievance may be initiated at or moved to step two or step three without hearing at a lower step(s). A grievance concerning disciplinary suspension of five (5) days or less except as provided in F. 5 herein and any disciplinary action affecting provisional employees shall be initiated at step 3.

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

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

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

At Step 5, the parties will consider the recommendations of the hearing officer and respond as appropriate within ten (10) days after receipt of same.

E. Grievance Procedure

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

Step One

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

Step Two

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

Step Three

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

Step Four

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

The grievant may be represented by the Union Business Manager or his designated representative.

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

Step Five

If the Union represented the grievant at step four and the grievance involves an alleged violation of the Agreement as described in (1) (A) in the definition of a grievance, the Union, as representative of the grievant, may, upon notification to the Department head, appeal the Department head's decision to fact finding. The hearing officer shall conduct the hearing and investigation to determine the facts and make recommendations in writing to the parties for the resolution of the grievance within thirty (30) days unless extended by mutual agreement. The hearing officer's recommendations shall not add to, modify or vary the terms of the Agreement. The hearing officer shall be Mr. Irvine Kerrison. In the event he cannot serve or is not available within a reasonable period of time, the hearing shall be conducted by Dr. Thomas Reynolds. The Union may be represented by the Business Manager, or his designated representative, or its attorney, or both.

The costs for the services of the hearing officer shall be borne equally by the State and the Union. Any other expenses incurred in connection with the hearing shall be paid by the party incurring same.

F. Miscellaneous

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

prescribed time, the grievant may exercise the option to proceed to the next step.

2. Time limits under this article may be changed by mutual agreement and requests for extensions of time limits will not be unreasonably withheld.

3. No grievance settlement reached under the terms of this Agreement shall add to, subtract or modify any terms of this Agreement, existing laws or rules and regulations of the Department of Civil Service and any grievance so adjusted shall have no force or effect.

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

5. This grievance procedure shall not cover disciplinary action involving a permanent employee where the contemplated penalties are as follows:

- (a) Suspension of more than five days at one time;
- (b) Suspensions or fines more than three times or for an aggregate of more than 15 days in one calendar year;
- (c) Demotion (lowering in rank, rate, or range);
- (d) Removal (separation from employment for cause);

Under the foregoing, only the rules and procedures of the Civil Service Commission will be applicable.

6. Where the grievance involves an alleged violation of rights and privileges specified in Civil Service law and rules for which there is specific appeal to the Commission, the employee shall present his complaint to the Civil Service Commission directly.

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

8. When a grievance is submitted in writing, every item on the grievance form must be completed.

9. 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.

10. 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.

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

ARTICLE VIII

GRIEVANCE INVESTIGATION

When a grievance has been formally submitted in writing and the Union represents the grievant, and where the Union Steward or other Representative Officer requires time to investigate such grievance to achieve an understanding of the specific work problem during working hours, the Steward or Officer will be granted permission and reasonable time, to a limit of one (1) hour, to investigate without loss of pay. It is understood that the supervisor shall schedule such time release, providing the work responsibilities of the Steward or Officer and of any employee involved are covered and provided further there is no disruption of work. Such time release shall not be unreasonably withheld.

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

ARTICLE IX

ACCESS TO PREMISES

The Business Manager and his representatives previously designated by the Union and acknowledged by the State shall be admitted to the premises of the State on Union business.

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

Such Union officials shall have the opportunity to consult with employees before the start of the work shift, during lunch or breaks, or after completion of the work shift. The State will provide accommodations at its facilities for such meetings.

ARTICLE X

BULLETIN BOARDS

A. The State will provide space on centrally located bulletin boards which will be used exclusively for the posting of Union notices. The space provided at each bulletin board will be a minimum of 30" by 30".

B. A copy of the material to be posted on the bulletin boards will be given to the designated Personnel Officer by the Union for posting. The Union shall notify the Personnel Officer of the proposed date of placement and removal for each piece of material to be posted.

C. The material to be placed on the Union bulletin boards will consist of the following:

- (1) Notices of Union elections and the results of elections.
- (2) Notices of Union appointments.
- (3) Notices of Union meetings.
- (4) Notices of Union social and recreational events.
- (5) Notices concerning official Union business.

D. The designated Personnel Officer will assure posting of materials when received within two (2) days of the requested posting date except when such material is profane, obscene, defamatory of the State or its representatives or which constitutes election campaign propaganda.

E. The Union will be permitted to post notices on designated bulletin boards where available in field locations not within institutions or offices of the State, provided such postings are consistent with the conditions agreed to above. Requests for permission for such postings shall be granted by the Departmental or appropriate level of management.

ARTICLE XI

SENIORITY

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

B. An employee shall on the day worked immediately following the successful completion of the probationary period be considered to have State seniority as of the date of hire. Such State seniority shall accumulate until there is a break in service.

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, however, employee state and job classification seniority accrued prior to layoff shall be continued upon recall and reemployment, and the provision of Article XXXII shall apply.

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

E. In the case where an employee is promoted but does not successfully complete the probationary period, he may be returned to his previous job classification in his most recent location or his then current location if practicable, without loss of job classification or state seniority.

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

ARTICLE XII

HOURS OF WORK

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

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. The specific work shifts shall be posted within the work unit.

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

C. An employee whose shift is changed shall be given adequate advance notice which normally will be at least one week and which shall not be less than forty-eight (48) hours, except in the case of an emergency. Should such advance notice not be given, an employee affected shall not be deprived of the opportunity to work the regularly scheduled work week.

D. Work schedules shall provide for a fifteen (15) minute rest period during each one-half ($\frac{1}{2}$) shift, except for the Motor Vehicle Division where the present practice and procedure concerning work breaks will be observed. Employees who are required to work beyond their regular quitting time into the next shift shall receive a fifteen (15) minute rest period when the period of work beyond their regular shift exceeds two (2) hours.

E. When an employee is called to work outside his regularly scheduled shift, he shall be compensated for the actual hours worked. He shall be guaranteed a minimum of two (2) hours compensation whether 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.

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

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

ARTICLE XIII

SALARY PROGRAM AND COMPENSATION

A. Salary Program

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

(1) A system of position classifications with appropriate position descriptions.

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

(3) The authority, method and procedures to effect modifications as such are required.

B. Compensation

(1) The State Compensation Plan will be continued, except that effective July 1, 1973, there shall be an adjustment in the minimum, maximum, and each step in each salary range to reflect an increase of 5.5 percent. Employees are to move on step to that step in the new range which reflects the 5.5 percent increase.

(2) Pursuant to provisions and regulations of the State Compensation Plan;

a) normal merit increments shall be granted during the period July 1, 1973 through June 30, 1974.

b) the minimum rate of compensation for employees in class titles with a 40 hour week covered by this Agreement shall be no less than \$6,000 per annum effective as of July 1, 1973.

ARTICLE XIV

OVERTIME

A. 1. Employees covered by this agreement will be compensated at the rate of time and one-half for overtime hours accrued in excess of the normal hours of the established work week. These compensation credits shall be taken in compensatory time or in cash.

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

3. All holiday hours not worked for which an employee is compensated shall be regarded as hours worked for the computation of overtime in the work week.

4. Hours worked on a holiday are not considered hours worked for the computation of regular overtime in the work week but shall be compensated at time and one-half in addition to the holiday credit.

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

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

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

B. 1. Overtime shall be scheduled and distributed by seniority on a rotational basis by occupational classifications within each functional work unit without discrimination provided it does not impair operations. Employees within their functional work unit who are qualified and capable of

performing the work without additional training shall be called upon to perform such overtime work. To the extent that it is practical and reasonable to foresee, the State shall give the employee as much advance notice as possible relative to the scheduling of overtime work.

2. A list showing the rotational order and the overtime call status of each employee and a record of the total overtime worked and refused by each employee shall be maintained in the work unit. Such records shall be made available for inspection on request to Union officers, stewards and employees concerned.

3. The State will give advance notice of all scheduled overtime to each employee concerned. Such scheduled overtime will be assigned minimally in units of one hour and in hourly or half hourly increments thereafter when such overtime is to be performed contiguous 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.

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

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

C. It is understood that each employee is expected to be available for overtime work. An employee who refuses an overtime assignment because of a reasonable excuse shall be considered to have worked for the purpose of determining equal distribution of overtime and will not be subjected to disciplinary action. Once an employee is scheduled and accepts an overtime assignment, he shall be subject to all State or Department rules and regulations and the appropriate provisions of this Agreement.

D. 1. 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.

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

3. 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.

E. 1. The provisions above concerning overtime do not apply to employees designated as "NL".

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

ARTICLE XV

PERSONNEL PRACTICES

A. 1. When an employee is to be adversely affected by an individual change of title or rate of compensation, he shall be notified of such change no later than one week in advance of its implementation, provided, however, that the circumstances necessitating such change shall be foreseeable by the appointing agency prior to such one week period.

2. An appointment from an open competitive list shall have a working test period of four months unless extended to six months by the appointing authority.

3. A permanent employee who has resigned may request placement on a reemployment list within two years of the date of resignation.

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

Reporting-in procedures currently in effect shall be continued. Should the State find it necessary to modify or make uniform such procedures, the Union will be consulted and the issue discussed prior to effectuating such change.

ARTICLE XVI

VACATIONS

A. All employees covered by this Agreement and eligible for vacation leaves with pay shall be entitled to the use of vacation leave as provided herein:

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

2. twelve (12) working days of vacation after the first (1st) calendar year up to ten (10) years of employment.

3. fifteen (15) working days of vacation after the first (1st) ten (10) years of employment up to the twentieth (20th) year of employment.

4. twenty (20) working days of vacation after the twentieth (20th) year of employment.

It is understood that the current program to schedule vacation time at each institution will be continued. Conflicts concerning dates of vacations will be resolved within the work unit on the basis of State seniority.

B. Vacation allowance must be taken during the current calendar year at such time as permitted or directed by the Department Head unless the Department Head determines it cannot be taken because of pressure of work. Only one year of earned vacation allowance may be carried forward into the next succeeding year.

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

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

E. In the event the State of New Jersey enacts legislation granting additional vacation benefits to employees of the State, such additional vacation benefit will be made available to members of the Inspection and Security Unit covered by this Agreement.

ARTICLE XVII

ADMINISTRATIVE LEAVE

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

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

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

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

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

accordance with the first paragraph of C. Administrative leave may be scheduled in units of ½ day, 1 day or more than 1 day.

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

ARTICLE XVIII

HOLIDAYS

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

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

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

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

ARTICLE XIX

RETIREMENT BENEFITS

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

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

After July 1, 1973, an employee enrolled in the Public Employees Retirement System (PERS) shall, in addition to all other provisions and terms of that system and without other modifications of such terms, have the right to early retirement at age 55 or thereafter, provided he has 25 years of accredited service, without reduction of the benefit for years prior to age 60, subject to the limitations in the Statute for the proper administration of the system.

HEALTH BENEFITS

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

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

C. The State agrees to assume the full cost of the health benefits coverage for State employees and their dependents, but not including survivors, when such employees retire after 25 years or more of service as provided under the State Plan, excepting those who elect deferred retirement, but including those who retire for disability on the basis of fewer years of service as credited in the State Plan, and the cost of charges under Part B of the Federal Medicare Program covering the eligible employee and the employee's spouse, where retirement is effective on or after July 1, 1972.

ARTICLE XX

EMPLOYEE SAFETY

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

B. Employees shall not be required to work where conditions exist which violate safety rules and regulations of the State. An employee whose work is temporarily eliminated as a result may be assigned to other work of which he is capable on an interim basis.

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

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

ARTICLE XXI

LEAVES OF ABSENCE WITHOUT PAY

A. All employees covered by this Agreement, upon written application setting forth the reason, may be granted a leave of absence without pay for a maximum period of one year by the appointing authority with the approval of the Department of Civil Service. Further leave in exceptional situations may be granted by the appointing authority with the approval of the Department of Civil Service, where it is in the public interest.

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

C. The granting of a request for leave of absence without pay will not be unreasonably withheld.

ARTICLE XXII

MILITARY LEAVE

A. A permanent employee who enters upon active duty with the military or naval service in time of war or emergency shall be granted a leave of absence for the period of such service and three months thereafter.

(1) In case of service-connected illness or wound which prevents him from returning to his employment, such leave shall be extended until three months after recovery, but not beyond the expiration of two years after the date of discharge.

(2) An employee who voluntarily continues in the military service beyond the time when he may be released or who voluntarily reenters the Armed Forces or who accepts a regular commission shall be considered as having abandoned his employment and resigned.

B. A permanent employee who enlists in a reserve component of the Armed Forces of the United States or is otherwise required to perform an initial period of active duty for training pursuant to the Reserve Forces Act of 1955 (Reserve Enlistment Program) shall be granted a leave of absence for such period of training. Such leave is not considered military leave.

C. An employee with provisional or temporary status who enters upon active duty with the Armed Forces or who, pursuant to the Reserve Forces Act of 1955 (Reserve Enlistment Program) either enlists in a reserve component of the Armed Forces of the United States or is otherwise required to perform an initial period of active duty for training, shall be recorded as having resigned.

D. A permanent employee who is a member of the national guard or naval militia or of a reserve component of any of the Armed Forces of the United States who is required to undergo annual field training or annual active duty for training shall be granted a leave of absence with pay for such period as provided by regulation. Such leave shall be in addition to regular vacation leave.

E. A full-time provisional employee who is a member of the national guard or naval militia or of a reserve component of the Armed Forces of the United States who is required to undergo annual field training or annual active duty for training shall be granted a leave of absence with pay or without pay as provided by regulation.

ARTICLE XXIII

MATERNITY LEAVE

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

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

Subject to approval by the appointing authority, employees covered by this Agreement who are entitled to maternity leave who are without or have exhausted accrued sick leave, vacation or compensatory time will be granted leave of absence without pay to the end of the period of maternity leave prescribed above. Leaves of absence may be granted by the appointing authority with approval of Civil Service for a period or periods not to exceed a total of one year from the initial date of maternity leave, upon written request when accompanied by a doctor's certificate setting forth the need therefor.

Maternity leave shall not be granted beyond one year.

ARTICLE XXIV

SPECIAL LEAVE

A. An employee shall be granted necessary time off without loss of pay when he is summoned and performs jury duty as prescribed 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 an individual and not as an employee, he shall be granted necessary time off without loss of pay if such appearance is during his scheduled work shift. Where his appearance is during a shift period immediately contiguous to his scheduled shift, he shall be granted compensatory time equal to the hours required for such duty.

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

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

ARTICLE XXV

SICK LEAVE

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

B. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease. Sick leave may also be used for short periods because of death in the employee's immediate family or for the attendance of the employee upon a member of the immediate family who is seriously ill, but such sick leave shall not include any extended period where the employee serves as nurse or housekeeper during this period of illness.

C. (1) During the remainder of the calendar year in which an employee is first appointed, he will accumulate sick leave privileges as

earned on the basis of one (1) day per month of service or major fraction thereof.

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

D. (1) In all cases of illness, whether of short or long term, the employee is required to notify his superior of the reason for absence at the earliest possible time but in no event less than his usual reporting time, or other time as required. If the duration of absence exceeds two (2) 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.

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

E. All sick leave is subject to approval by the appointing authority and, where appropriate, to approval by the Department of Civil Service. A physician's certificate or other evidence to verify the need for such sick leave may be required for such approval which will not be unreasonably withheld.

F. Effective July 1, 1973, 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.

The supplemental compensation payment to be paid shall be computed at the rate of one-half of the eligible employee's daily rate of pay for each day of earned and unused accumulated sick leave based upon the average annual compensation received during the last year of his employment prior to the effective date of his retirement, provided, however, that no such supplemental compensation payment shall exceed \$12,000.00. 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.

ARTICLE XXVI

LEAVE OF ABSENCE DUE TO INJURY

All employees covered by this Agreement who are disabled because of a job-related injury or disease may, if it is recommended by the appointing

authority and approved by the Civil Service Department, be granted a leave of absence with pay from funds appropriated for this purpose and as provided in State regulations.

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

Such leave may be granted for up to one year from the date of injury or illness and shall be based on medical or other proof of the injury or illness and the continuing disability of the employee.

ARTICLE XXVII

UNION ACTIVITY

A. Leave for Union Business

1. The State agrees to provide leave of absence with pay for delegates of the Union to attend Union activities. A total of 85 days of such leave may be used in the year July 1, 1972 to June 30, 1973 and 85 days during the period July 1, 1973 to June 30, 1974. This leave is to be used exclusively for participating in the State-wide AFTE Annual Convention, the State AFL-CIO Annual Convention, the SEIU Annual Convention, and the Bi-Annual AFTE National Convention or for other regularly scheduled meetings or conventions of labor organizations with which the Union is affiliated or for training programs for stewards and Union officers and for which appropriate approval by the State is required. A maximum of twenty (20) of the days available in each year may be utilized for other appropriate affairs of the Union with the approval of the State concerning the activity involved.

2. Written notice, from the Union, of the authorization of an individual to utilize such leave time shall be given to the appointing authority where the individual is employed at least 21 days in advance of the date or dates of such meetings unless special approval is given by the State for shorter notice. It is understood that the Union authorization for use of this leave is intended to be fairly distributed within departments and institutions of the State. Leave will be granted to individuals authorized by the Business Manager of the Union, but shall be limited to a maximum of twenty (20) days of paid leave in a year period and seven (7) days of paid leave for any single conference or convention for any individual employee except in the case where special approval of an exception may be granted by the State.

3. Leave not utilized in any yearly period shall not be accumulated except that where the Union requests in writing not later than thirty (30) days prior to the end of the year period a maximum of twenty (20) days may be carried over into the succeeding year period exclusively for the Bi-Annual AFTE National Convention.

4. In addition, the State agrees to provide leave of absence without pay for delegates of the Union to attend Union activities approved by the State. A

maximum of 85 days of such leave of absence without pay may be used in the year July 1, 1972 to June 30, 1973 and 85 days leave of absence without pay may be used during the period July 1, 1973 to June 30, 1974.

This leave of absence without pay is to be used under the same conditions and restrictions as prescribed above in connection with the leaves of absence with pay including the use of a maximum of twenty (20) such days for other appropriate business affairs of the Union with special approval.

5. Any leave of absence provided shall not be considered as time worked for the computation of any premium payments.

ARTICLE XXVIII

PROMOTION

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

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

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

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

E. (1) In appointments to non-competitive positions for which examinations are not required, the appointing authority may make such appointments on the basis of employee State seniority of those employees who are most qualified.

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

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

ARTICLE XXIX

TRANSFER AND REASSIGNMENT

A. Transfer

1. Transfer is the movement of an employee from one job assignment to another within his job classification in another organizational unit, department or region as applied in the Department of Transportation.

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

a. The consent of the employees shall not be required when there is a transfer or combining of function of one unit with or to another; and

b. When a temporary transfer is made, the consent of the employee shall not be required; but if the employee objects, he shall have the right to have the transfer reviewed by the Department of Civil Service, and any special hardship that may result will be given due consideration.

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

d. The rights of an employee who has been involuntarily transferred shall not be adversely affected but he shall retain no rights in the unit from which he has been transferred except that if he is on a promotional list, his name shall be retained on the promotional eligible list for the unit from which he has been transferred until he has had an opportunity to take a promotional examination in his new unit and the resultant list has been promulgated.

e. Transfer shall not affect the accumulation of an employee's State or Job Classification Seniority.

3. a. Upon any transfer of a permanent employee, all sick leave and vacation balances shall be transferred with the employee.

b. Upon voluntary transfer, all accrued compensatory time will, at the discretion of the State, be transferred with the employee, taken as time off prior to transfer or paid in cash at the employee's current rate of pay.

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

B. Reassignment

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, department, or region as applied within the Department of Transportation.

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, providing the employees are capable of doing the work.

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

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

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

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

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

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

ARTICLE XXX

JOB POSTING

To provide advancement opportunities for employees within a department, or organizational unit, existing or planned job vacancies shall be posted prominently. The posting shall include a description of the job, any required qualifications, the location of the vacancies and the procedure to be followed by employees interested in making application.

It is agreed that eligible employees who are fully qualified and apply for promotional opportunities in the negotiations unit will be given preferential consideration over any non-employee applicant.

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

ARTICLE XXXI

WORKING OUTSIDE JOB CLASSIFICATION

It shall be the normal practice of the State to assign to employees work which is appropriate to their position classification. Regular assignment of work which is not within the position classification description and is properly brought to the attention of the State by the Union, shall be corrected. Such correction shall be an immediate change were practicable or a phase-out of such practice as required, which shall, in any case, be completed within six months from the date of the determination that such work assignments are inappropriate. Any dispute as to whether the work is within the job classification of the employee(s) involved may be resolved by appeal to the Department of Civil Service 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.

ARTICLE XXXII

LAY-OFF AND RECALL

In the event it is necessary to lay off employees, the following conditions will pertain:

A. Permanent employees within an organizational unit will not be laid off before any emergency appointments, temporary appointments to temporary extra positions, provisional appointments to permanent positions or employees serving in working test periods within the classification affected. These non-permanent employees will be given notice of any reduction in force which shall be no less than two weeks.

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

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

D. The State will try to avoid lay off by transferring, reassigning or offering to demote employees to available vacancies.

E. Permanent employees affected by lay off requirements may exercise bumping rights within their job classification, state-wide within the Department in which they are employed, or to equated or lower rated job classifications as provided.

F. The name of the permanent employee who is laid off shall be placed on a special reemployment list and he will be given absolute preference over any other applicant for recall to the job classification in which he had been employed and to equated job classifications provided such employee is capable of the work. No new employee shall be hired until all such eligible employees on lay off status desiring to return to work shall have been recalled.

G. Permanent employees will be recalled to work in the reverse order in which they were laid off by the appointing authority. The employees must provide the employer with any address change while waiting for recall. Notice of recall will be made in writing by mail to the employee's home address of record. Copies of recall notices will be furnished to the Union.

H. (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 or equated 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.

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

J. Notice of an impending general lay off will be given to the Union at once. A list of employees affected will be given to the Union.

ARTICLE XXXIII

SUBCONTRACTING OF WORK

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

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

ARTICLE XXXIV

SUSPENSION AND DISCHARGE

An employee may be suspended or discharged only for just cause. Such employee shall have a right, upon request, to discuss his case in private with his steward or the steward's designated alternate before the

employee is required to leave, provided the steward or alternate is immediately available and except where the employee's continued presence is deemed to be hazardous to himself, to others, or to State property; or where he is taken into custody by a law enforcement officer.

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

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

ARTICLE XXXV

UNION REPRESENTATION LIST

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

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

ARTICLE XXXVI

TUITION REFUNDS

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

ARTICLE XXXVII

IDENTIFICATION CARDS

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

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

ARTICLE XXXVIII

UNION STEWARDS

The Union has the sole right and discretion to designate Stewards and specify their respective responsibilities and authority to act for the Union. The State reserves to its discretion the extension of any privilege to Stewards and the extension of such privilege to limited numbers of such Stewards. Should conflicts arise in the administration of this clause, the parties agree to resolve those conflicts through further discussion.

ARTICLE XXXIX

EMERGENCY WORK (NEW PROGRAM)

A. When any employees in the unit are called in outside of scheduled work shifts for the emergency maintenance, replacement or repair of equipment and mechanical devices which are vital to the operation of an institution, agency or other function of the State due to damage or failure resulting from storm, flood, explosion or like causes and where such conditions constitute unreasonable safety hazard to the public, employees, other persons or property of the State special project pay rates shall apply.

1. Employees who are engaged in manual or unskilled work as by use of shovels, picks, axes, choppers, etc., the rate of \$5.80 per hour is authorized and known as Group VI Emergency Rate (Code 6).

2. Employees who perform semi-skilled work including the operation of mechanized equipment such as trucks, plows, graders, back-hoes, etc., a rate of \$7.40 per hour is authorized and known as a Group V Emergency Rate (Code 5).

3. Employees who perform skilled work including the operation of heavy equipment or those employees who are assigned to be in charge of or supervise either semi-skilled or unskilled workers or both, the rate of \$9.00 per hour is authorized and known as a Group IV Emergency Rate (Code 4).

B. The requirement of each employee to respond if called when such emergency conditions are present constitutes a condition of State employment. An employee who refuses an assignment because of a reasonable excuse will not be subjected to disciplinary action. However, any absence or repeated absence or refusal to respond without good and sufficient reason may be cause for such action.

C. When an employee is called in and reports for an emergency work assignment, he shall be paid for all hours actually worked outside his normal scheduled work shift and shall be entitled to a minimum of two hours pay at the appropriate special project rate whether or not such two hours are actually worked providing the employee remains available for any work assigned. No emergency work hours compensated at special project rates.

which are agreed to be equivalent to premium rates, shall be counted as hours worked for the purpose of computing normal overtime.

D. An employee who is scheduled and reports for an emergency work assignment is subject to all applicable State rules and regulations. During emergency work assignments each employee shall be covered by the Sick Leave Injury Program provided by the State and entitled to any appropriate benefits under that program.

ARTICLE XL

PRINTING OF AGREEMENT

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

ARTICLE XLI

LEGISLATIVE ACTION

In the event that 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 understood and agreed that such provisions shall become effective only after the necessary legislative action or rule modification is taken.

ARTICLE XLII

SAVINGS CLAUSE

In the event any provision of this Agreement shall conflict with any Federal or State law, the appropriate provision or provisions of this Agreement shall be deemed amended or nullified to conform to such law.

ARTICLE XLIII

ADMINISTRATION OF AGREEMENT MEETINGS

Should it appear necessary or appropriate the State and the Union representatives will meet quarterly to discuss problems relating to the administration of this Agreement

Such representatives of the State (Office of Employee Relations) and the Union shall meet some time during the second week of July, October, January and April, or whenever the parties mutually deem it necessary. These meetings are not intended to by-pass the grievance procedure or to be considered contract negotiation meetings but are intended as a means of fostering good employment relations through communications between the parties.

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

A maximum of three (3) members of the Union may attend such meetings and if on duty shall be granted time off to attend, not to be deducted from the time provided in Article XXVII.

ARTICLE XLIV

NEGOTIATION PROCEDURES

A. Agreement Reopener. The State and the Union agree to open this Agreement only for the negotiation of salaries and fringe benefits to become effective on or after July 1, 1974. Such reopener shall be no later than January 10, 1974 unless waived by mutual agreement.

B. The parties further agree to enter into collective negotiations concerning a successor agreement to become effective on or after July 1, 1975, subject to the provision expressed in the Article, Term of Agreement.

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

ARTICLE XLV

TERM OF AGREEMENT

This Agreement shall become effective on the date when the Union presents written certification of proper ratification to the State and shall remain in full force and effect until July 1, 1975. The certification shall be effective if delivered to the State within thirty (30) days of the signing of the Agreement.

The Agreement shall automatically be renewed from year to year thereafter unless either party shall give written notice of its desire to terminate, modify or amend the Agreement. Such notice shall be by certified mail prior to January 1, 1975.

ARTICLE XLVI

COMPLETE AGREEMENT

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

ARTICLE XLVII

NOTICES

For the purpose of giving notice as provided in Article XLV, Term of Agreement, the State may be notified through the Director, Office of Employee Relations, Governor's Office, State House, Trenton, New Jersey; and the Union through the Business Manager, Local No. 195, American Federation of Technical Engineers, AFL-CIO, and Local 518, New Jersey Motor Vehicle Employees Union, 76 Highfield Lane, Nutley, New Jersey.

IN WITNESS WHEREOF, the State and the Union have caused this Agreement to be signed by their duly authorized representatives as of this 11th day of April, 1973.

For the State of New Jersey: For Local 195, American Federation of
Technical Engineers, AFL-CIO, and Local
518, N.J. State Motor Vehicle Employees
Union, AFL-CIO

Alan J. Saracino
Frank L. Tyson

Donald P. Bilibygi
Robert H. Lunn
Jerry Veltes
Michael Matweg

APPENDIX 1
INSPECTION AND SECURITY UNIT

Title Code	Title	Title Code	Title
12042	Aeronautical Inspector	52122	Inspector Outdoor Advertising
33893	Agricultural Products Agent 1	02401	Inspector Plant Industry
33892	Agricultural Products Agent 2	52702	Inspector Purchase and Property
33891	Agricultural Products Agent 3	13826	Inspector, Rail Service
32193	Assistant Institution Fire Chief	33364	Inspector State Board of Mortuary Science of New Jersey
10841	Assistant Highway Inspector	40403	Inspector Steel Boilers & Refrigeration Plants
02411	Assistant Inspector Agriculture	32332	Institutional Watchman
02410	Assistant Inspector Trainee Agriculture	55842	Investigator Bureau of Collections
17241	Assistant Safety Inspector	32951	Investigator Legalized Games of Chance Control Commission
17240	Assistant Safety Inspector Trainee	33953	Investigator Licensing and Bonding
40933	Barber Inspector	56742	Investigator Motor Carriers
94712	Examiner Consumer Credit	33961	Investigator Office of Milk Industry
43703	Examiner Motor Vehicles	90631	Investigator State Commission of Investigation
32312	Guard	80213	Investigator Student Loans
10842	Highway Inspector	56782	Investigator Utilities
55482	Inspector Aide Multiple Dwellings	65344	Investigator Workmen's Compensation
55481	Inspector Aide Trainee Multiple Dwellings	33951	Milk Test Inspector
00832	Inspector Animal Health	62644	Product Inspector Commission for the Blind
02412	Inspector Bee Culture	34792	Radiological Field Service Representative
15642	Inspector Bulkheads and Dredgings	14842	Railroad Inspector
52752	Inspector Commodity Distribution	17242	Safety Inspector
14022	Inspector Construction	17222	Safety Inspector Construction
40912	Inspector Division of Professional Boards	17232	Safety Inspector Explosives
32194	Inspector Fire Safety	17202	Safety Inspector Highway
11644	Inspector Highway Permits 1	17233	Safety Inspector Mining
11643	Inspector Highway Permits 2	32261	Security Officer
11642	Inspector Highway Permits 3		
00842	Inspector Meat and Poultry		
63061	Inspector Migrant Labor		
56792	Inspector Movers and Refuse		
55472	Inspector Multiple Dwellings		
33861	Inspector of Eggs		

Title Code	Title	Title Code	Title
10843	Senior Highway Inspector	52703	Senior Inspector Purchase and Property
01562	Senior Inspector Agricultural Chemistry	13823	Senior Inspector, Rail Service
00833	Senior Inspector Animal Health	02452	Senior Inspector Seed Certification
15643	Senior Inspector Bulkheads and Dredgings	33962	Senior Investigator Office of Milk Industry
13833	Senior Inspector, Bus Service	56783	Senior Investigator Utilities
52753	Senior Inspector Commodity Distribution	65345	Senior Investigator Workmen's Compensation
14023	Senior Inspector Construction	33952	Senior Milk Test Inspector
40913	Senior Inspector Division of Professional Boards	14843	Senior Railroad Inspector
33882	Senior Inspector Fruit and Vegetable Service	17243	Senior Safety Inspector
00843	Senior Inspector Meat and Poultry	17223	Senior Safety Inspector Construction
63062	Senior Inspector Migrant Labor	17203	Senior Safety Inspector Highway
55473	Senior Inspector Multiple Dwellings	17234	Senior Safety Inspector Mining
33862	Senior Inspector of Eggs	32262	Senior Security Officer
33872	Senior Inspector of Poultry	11233	Senior Traffic Investigator
02402	Senior Inspector Plant Industry	33752	Special Investigator Highway
		11231	Traffic Investigator
		32322	Watchman