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AGREEMENT

THE STATE OF NEW JERSEY



State Law Enforcement Conference of the New Jersey State Policemen's Benevolent Association

Law Enforcement Unit
July 1, 1977 - June 30, 1979

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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 State Law Enforcement Conference of the New Jersey State Policemen's Benevolent Association, hereinafter referred to as the "PBA", has as its purpose the promotion of harmonious employee relations between the State and the PBA, 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

The State recognizes the P.B.A. as the sole and exclusive representative of those employees in the Law Enforcement Unit for the purpose of collective negotiations concerning salaries, wages, hours of work and other terms and conditions of employment.

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.

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

2. Whenever new classifications of employees are created, the State shall assign to such classification an appropriate unit designation. The State will notify the P.B.A. 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 the P.B.A. 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.

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 included within the State-wide Law Enforcement Unit.

ARTICLE II

Comprehensive Employment Training Act

Employees who are within the classifications included in this unit but appointed under the CETA Program are considered to be subject to all provisions of this Agreement as provisional employees except that the federal legislation and regulations concerning this program 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 Agreement which would otherwise be operable.

Any grievance as to whether or not the provisions of the Agreement 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 the P.B.A. 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

It is intended that the administrative and procedural provisions and controls of the Civil Service Law and Rules and Regulations promulgated thereunder are to be observed in the administration of this Agreement, where applicable, and except and to the extent that this Agreement pertains to subjects not therein contained.

ARTICLE V

Non-Discrimination

The provisions of this Agreement shall be applied equally to all employees and the P.B.A. and the State agree there shall not be any discrimination as to age, sex, marital status, race, color, creed, national origin, political affiliation, association membership, or lawful membership activities or activities provided in this Agreement.

ARTICLE VI

Policy Agreements

A. Employee Relations Policies

1. During the term of this Agreement the parties agree that neither the P.B.A., 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. The Association 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 the Association or its members.

B. Quarterly Employee Relations Meetings

1. A committee consisting of State and Association 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.

3. A maximum of five (5) employee representatives of the Association 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 component local of the P.B.A. representing a subunit element of the negotiations unit 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 subunit employees by amicably relieving problems on an informal basis and to reduce costs and loss of time for all parties consistent with the conditions agreed to in B. above except that a maximum of three (3) Association representatives, who shall be authorized to speak for the P.B.A., shall attend such meetings.

ARTICLE VII

Dues Deduction

The State agrees to deduct from the regular pay of any employee, the dues of the P.B.A. Local of which he is a member 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.

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

Dues so deducted shall be transmitted to the designated officer of the P.B.A. together with a listing of the employees included.

The President of the P.B.A. 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.

ARTICLE VIII

Association Rights

A. Access to Premises

1. Previously designated representatives of the Association, who are acknowledged by the State, shall be admitted to the premises of the State on Association 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 Association 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 local level P.B.A. representative, a request to permit the local P.B.A. president access to the location 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 the P.B.A. 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 the P.B.A. for Association business. The P.B.A. shall reimburse the State for telephone charges, if any. Abuse of this right will result in forfeiture.

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 Association representatives shall be allowed to:

1. represent employees in the negotiating unit at grievance proceedings,
2. submit Association notices for posting,
3. attend negotiating meetings if designated as a member of the negotiating team to a maximum of two (2) employees per local. Where exception is required, a request for one (1) additional employee can be made and may be approved based on the appropriateness of the request to the issues being negotiated. If sub-unit negotiations occur, the number of P.B.A. representatives will be determined by mutual agreement,
4. attend scheduled meetings with the State and its representatives concerning the application of the Agreement.

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

C. Transfer and Reassignment (For Association Officers)

1. The State and the Association recognize that Association 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 Association Officers mutually agreed upon will not be routinely reassigned or transferred involuntarily.

2. The State and the Association recognize the need to utilize all personnel to meet operational requirements effectively and notwithstanding the commitment in paragraph A. above that movement of such Association 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 the P.B.A. The space provided shall be approximately 30 x 30 inches.

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

3. The P.B.A. 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. The P.B.A. shall not post election campaign materials. Postings shall be signed by an authorized representative of the P.B.A. 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 Association 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 the Association 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 the P.B.A. The matter may then immediately be initiated as a Step 3 grievance for resolution by the Association or submitted to the Office of Employee Relations.

6. The State may, upon request of the Association, undertake to make specific postings of authorized materials on behalf of the Association.

ARTICLE IX

Access to Personnel Folders and Evaluations

A. An employee shall, within five (5) 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.

He shall be allowed to place in such file a response of reasonable length to anything contained therein. The State will honor a request made by an employee for a copy of any derogatory item included in that employee's folder.

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

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.

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. Copies of these items will be sent to the Association.

D. Printing of Agreement

The State will reproduce this Agreement as soon as reasonably possible 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 Agreement cover will include the seal of the State of New Jersey and the Association 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 except where there is evidence of repetition or neglect. 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.

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

G. Lateness or Absence Due to Weather Conditions

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

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

H. Excused Illness During Work Time

When an employee becomes ill while on an assigned work shift and can not continue to work because of the illness, the employee shall be compensated for a minimum of one-half (½) day except that if he has worked four (4) or more hours, he shall be compensated for the regularly assigned shift. Excuse for such illness will be granted by the appointing authority, by appropriate supervisory or medical personnel when available.

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 (½) 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 suspended 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, 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, by providing an exclusive vehicle for the settlement of employee grievances. By exception a grievant may request that the Civil Service Commission agree to review any matter as defined in A.2. above which, by the terms of this grievance procedure, may not be processed beyond Step Four, provided that such matter is within the jurisdiction of the Civil Service Commission and that nothing herein shall be construed to require the Commission to review any such matter.

2. It is agreed that the individual employee is entitled to use this grievance procedure and to be represented by the Association 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. The P.B.A. shall be notified of any scheduled grievance hearing.

3. Nothing in this Agreement shall be construed as compelling the Association to submit a grievance to arbitration or to represent an employee before Civil Service. The Association'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 the Association.

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

C. Scope of the Grievance Procedure

1. Where the grievance is based upon an alleged violation of individual rights which are specified in Civil Service law and rules and for which a specific appeal to Civil Service is available, the grievance must be presented to Civil Service in accordance with applicable procedures, unless the violation is an A.I. grievance as defined or specifically provided for elsewhere in this Agreement.

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. 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 the P.B.A. requests a grievance be initiated at Step Three 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, the P.B.A. may seek an expedited determination by the Office of Employee Relations of the appropriate step to initiate such grievance. If the P.B.A. 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 Four.

2. 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 Association representative(s) and one of the affected grievants designated by the Association. A group grievance may be initiated by the Association.

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

4. 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.

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 the Association 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 the P.B.A. representative involved.

7. Grievance resolutions or decisions at Step One through Step Four 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 the Association. 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 the Association representative within established time limits, except that the decision will be considered timely if rendered within the following limits or within three (3) days after the conclusion of the hearing at Steps One, Two and Three and fifteen (15) days after the conclusion of the hearing at Step Four whichever is later.

- a. at Step One within five (5) working days of the receipt of the grievance;
- b. at Step Two within ten (10) working days of the receipt of the appeal from the Step One decision;
- c. at Step Three, within ten (10) working days of the receipt of the appeal from the Step Two decision;
- d. at Step Four within fifteen (15) working days of the receipt of the appeal from the Step Three decision.

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.

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, the P.B.A. 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.I. 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 the Association represents the grievant, and where the Association 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 an Association 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 Association 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 the Association 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 Steps Two and beyond in the grievance procedure, witnesses may be heard and pertinent records received.

4. The Association 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

In the event the matter is not resolved informally, the grievance may be submitted in writing to the immediate supervisor who shall hear the grievance. The grievant may be represented by an employee in the same work unit designated by the appropriate Local Association President.

Step Two

If the grievance is not satisfactorily disposed of at Step One, it may be submitted in writing to the 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 in the same work unit designated by the appropriate Local Association President or other representative previously designated by the Association and acknowledged by the State.

Step Three

If the grievance is not satisfactorily disposed of at Step Two, it may be appealed 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 a person already designated in Steps One and Two, or

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

Step Four

If the grievance is not satisfactorily disposed of at Step Three, 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 the Local Association President or his designee. The Association may designate an additional non-employee representative.

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

Step Five Arbitration

1. In the event that the grievance has not been satisfactorily resolved at Step Four, and the grievance involves an alleged violation of the Agreement as described in the definition of a grievance in A.I. above, then a request for arbitration may be brought only by the Association, through its designee within ten (10) calendar days from the day the Association received the Step Four decision, by mailing a written request for arbitration to the Director of the Office of Employee Relations. If mutually agreed, a pre-arbitration conference may be scheduled to frame the issue or issues. All communications concerning appeals and decisions at this Step shall be made in writing. A request for arbitration shall contain the names of the department or agency and employee involved, copies of the original grievance, appeal documents and written decisions rendered at the lower steps of the grievance procedure.

2. Within thirty (30) days of the execution of this Agreement, the parties shall mutually agree upon a panel of three (3) arbitrators. 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.

3. 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. Any other cost of this proceeding shall be borne by the party incurring the cost.

4. 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.

5. Whenever a grievance which is to be resolved at Step Five, 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.

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 K.1. and paragraph L. 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 casuses set forth in N.J.A.C. 4:1-16.9. This list of causes set forth in N.J.A.C. 4:1-16.9 is not exclusive and 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 judgement 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 the Association as soon as feasible but not to exceed seventy-two (72) hours after such notice.

F. Any grievance 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 grievance. 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 the Association local 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 grievance 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, Civil Service may review the matter if timely presented in accordance with its discretionary jurisdiction.

G. 1. In the event the grievance 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) Suspensions or fines more than three (3) or for an aggregate of more than fifteen (15) days in one (1) calendar year;
- (3) Demotion;
- (4) Discharge;
- (5) Suspension of one (1) through five (5) days.

then,

a. The Association may appeal the disciplinary grievance through the disciplinary arbitration process as herein provided; or

b. Except where the penalty is as described in G. 1. (5) above, the individual may request or petition the Civil Service Commission for a hearing which request must be received by the Civil Service Commission within twenty (20) days after the date of receipt of the decision rendered in paragraph F. The Civil Service Law and the Rules and Regulations promulgated thereunder shall govern the disposition of such a request or petition.

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

b. The Association may elect to appeal the matter to disciplinary arbitration provided that such an appeal is joined in by the employee in writing. The employee shall not be denied the right to counsel. Such election will be deemed final and binding and constitute an absolute waiver of the employee's option to appeal under the Civil Service procedure as provided in G.1.b. above.

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

H. An appeal to disciplinary arbitration may be brought only by the Association through its President or designee or attorney, by mailing a written request for disciplinary arbitration to the Director of the Office of Employee Relations, which must be postmarked within fifteen (15) calendar days from the decision rendered in paragraph F. A request for disciplinary arbitration shall contain the name of the department or agency and the employee involved, a copy of the original grievance, the notice of discipline and any written decisions rendered concerning the matter.

I. Within thirty (30) days of the execution of this Agreement, the parties shall mutually agree upon a panel of not less than three (3) disciplinary arbitrators. Each member of the panel shall serve in turn as the sole arbitrator for a given case. Where a member of the panel is unable to serve, the next member in sequence shall then serve. In the event the parties are unable to agree upon a panel of arbitrators within thirty (30) days, arbitrators shall be selected, on a case-by-case basis under the selection procedure of the Public Employment Relations Commission, until such

time as the parties agree upon a panel. The disciplinary arbitrator shall hold a hearing at a place convenient to the parties as soon as possible after the request for arbitration but not later than thirty (30) days after the arbitrator accepts the case. The arbitrator shall issue a decision as soon as possible but not later than thirty (30) days after the hearing.

J. Arbitrators in disciplinary matters shall confine themselves to determinations of guilt or innocence and the appropriateness of penalties and shall neither add to, subtract from, nor modify any of the provisions of this Agreement by any award. The arbitrator's decision with respect to guilt, innocence or penalty shall be final and binding upon the parties. In the event the arbitrator finds the employee guilty, he may approve the penalty sought or modify such penalty as appropriate to the circumstances, in accord with discipline as set forth in paragraph A. above. Removal from service shall not be substituted for a lesser penalty. In the event the arbitrator finds the employee innocent or modifies a penalty, he may order reinstatement with back pay for all or part of a period of suspension or reduction in grade or all or part of the period that the employee was dismissed from service. The arbitrator may consider any period of suspension served or the period that the employee was dismissed from service in determining the penalty to be imposed. Should the arbitrator's award provide reinstatement with back pay for all or part of a period of suspension, termination of service or reduction in grade, the employee may be paid for the hours he would have worked in his normally scheduled work week, at his normal rate of pay, but not exceeding forty (40) hours per week or eight (8) hours per day, less any deductions required by law or other offsetting income, for the backpay period specified by the arbitrator. The arbitrator's decision shall contain a short statement of the nature of the proceedings, the positions of the parties and specific findings and conclusions on the facts. In addition, the arbitrator's decision shall discuss any of the testimony, evidence or positions of the parties which merit special analysis.

In exception to these provisions, in a disciplinary arbitration concerning a penalty as set forth in G. 1 (5), the sole issue to be determined by the arbitrator shall be the guilt or innocence of the employee and he shall, therefore, sustain the penalty imposed or vacate it by his determination.

It is agreed that this process is not to be utilized as a device to apply more severe suspensions than would normally be imposed.

K. 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

judgement 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 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 the Association only as a witness or as an advisor during any subsequent interrogation of the employee concerning such charge. No recording of such procedure shall be made without notification to the employee and there shall be no presumption of guilt. The employee and/or the Association, 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 the Association, 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. An employee shall not be disciplined for acts, except those which would constitute a crime, which occurred more than one (1) year prior to the service of the notice of discipline. The employee's whole record of employment, however, may be considered with respect to the appropriateness of the penalty to be imposed.

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

Where a fine is imposed as a disciplinary measure and the matter is grieved 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 grievant being fined pending hearings and final disposition of the grievance as provided herein, provided the grievant continues in his employment with the State.

L. 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, such 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 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 eligible list.

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

5. Where an unclassified employee is disciplined for cause and, if the employee appeals the disciplinary action either as to guilt or innocence or as to the severity of the penalty imposed, the appeal, if not satisfactorily resolved at the department head level (or designee), may be processed through the disciplinary arbitration procedure in section G. of this Article subject to all conditions and limitations set forth in this Agreement and further specifically excepting the circumstance where there may be a removal from service for reasons other than discipline for just cause.

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

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

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

G. During the normal probationary period of four (4) months, the employee will be advised of his progress at the end of the second and third 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 the Association. 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 Civil Service, such as layoff and promotional rights. In such circumstances seniority determinations and applications shall be determined by Civil Service. The terms and conditions of seniority pertaining to layoff and promotions are fully set forth in statutes and in the Civil Service Regulations and are intended to be observed in this 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. The State shall make good faith efforts to convert from a monthly to a bi-weekly issue of supplemental checks for overtime for the preceding overtime reporting period for employees, where sufficient administrative and clerical resources are available.

B. Compensation Adjustment

It is agreed that during the term of this Agreement for the period July 1, 1977-June 30, 1979, the following salary and fringe benefit improvements shall be provided to eligible employees in the unit within the applicable policies and practices of the State and in keeping with the conditions set forth herein.

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

a. There shall be a five (5) percent increase across the board for all employees effective in the first pay period of Fiscal 1977-1978 and another five (5) percent increase across the board for all employees effective in the first pay period of Fiscal 1978-1979. The State Compensation Plan salary schedule shall be adjusted in accordance with established procedures to incorporate these increases for each step of each salary range. Each employee shall receive the increase by remaining at the step in the range occupied prior to the adjustments.

b. 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.

c. Each full-time employee with one (1) year or more of service as of December 30, 1977 and whose base salary rate, exclusive of overtime, is \$15,000 per year or less shall be entitled to a one-time cash payment of \$75.00. Such payment shall not constitute a modification of the State Compensation Plan.

d. Each full-time employee with one (1) year or more of service as of June 30, 1978 and whose base salary rate, exclusive of overtime, is \$15,000 per year or less shall be entitled to a one-time cash payment of \$75.00. Such payment shall not constitute a modification of the State Compensation Plan.

e. Full-time employees and eligible dependents shall be eligible for the State-administered Dental Care Program which shall be implemented by about January 2, 1978.

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

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

f. Full-time employees and eligible dependents shall be eligible for the State-administered Eye Care Program which shall be implemented by about July 1, 1977. The Program shall provide for each eligible employee and dependents to receive a \$15.00 payment for prescription eye glasses with regular lenses and a \$20.00

payment for such glasses with bi-focal lenses. Each eligible employee and dependent may receive only one payment during the two (2) year period that this program will be in effect. The extension of benefits to dependents shall be effective only after the employee has been continuously employed for a minimum of sixty (60) days.

C. 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.

The determination by a supervisor to recommend the reinstatement of a merit increment as provided herein shall not be grievable unless there is an unfair abuse of discretion by the supervisor.

D. Deferred Compensation Plan

It is agreed that the State will introduce and seek enactment of legislation which will permit eligible employees in this negotiating unit to voluntarily authorize deferment of a portion of their earned base salary so that 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 other wise receives such funds as provided in the plan.

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

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

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 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 the SLEU 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. 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. Conflicts concerning dates of vacations will be resolved within the work unit on the basis of State seniority.
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. 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:
 - a. Each employee shall have the opportunity to take 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.
 - 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 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.

2. 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 his death shall be calculated and paid to his estate.

ARTICLE XVI

Holidays

A. 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 (January 15,)
- Lincoln's Birthday
- Washington's Birthday (3rd Monday in February)
- Good Friday
- Memorial Day (Last Monday in May)
- Independence Day
- Labor Day
- Columbus Day (2nd Monday in October)
- Election Day
- Veteran's Day (November 11)
- Thanksgiving Day
- Christmas Day

In the event any of the above statutory holidays fall on a Sunday, they shall be celebrated on the following Monday. The State agrees to seek the introduction and support the passage of legislation to provide that any statutory holiday that falls on a Saturday will be celebrated on the preceding Friday.

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

ARTICLE XVII

Personal Preference Days

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

- a. the agency employing the individual agrees and schedules the alternative date off in lieu of the holiday specified and the employing agency is scheduled to operate on the alternative dates selected;
- b. the employee shall be paid on the holiday worked and deferred at his regular daily rate of pay;
- c. the commitment to schedule the personal preference day off shall be non-revokable;
- d. and provided further that if, due to an emergency, the employee is required to work on the selected personal preference day he shall be paid the same basis as if it were a holiday worked.

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

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 emergencies, 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 (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 one-half (½) day, one (1) day or more than one (1) day.

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

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

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

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

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 the Association 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 Rules and Regulations.

C. Sick leave for absences of more than ten (10) days must be requested by the employee in writing to his immediate supervisor. This request must be accompanied by a written and signed statement by a personal physician prescribing the reasons for the sick leave and the anticipated duration of the incapacity.

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

Leave of Absence Due to Injury

An employee covered by this Agreement who is disabled because of a job-related injury or disease may, if it is approved, be granted a leave of absence with pay. Contingent upon the availability of departmental funds legally usable for this purpose, such approved leave may be granted with full pay, with reduced pay, or with full pay for a certain period and reduced pay thereafter.

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

Such leave may be granted for up to one (1) year from the date of injury or illness and shall be based on medical or other proof of the injury or illness and the continuing disability of the employee.

If the State requires an employee to visit a specific physician in connection with a leave of absence due to a job related injury or disease, the State shall reimburse that employee for travel expenses incurred in accordance with the provisions of the State Travel Regulations.

This program shall be administered without discrimination.

ARTICLE XXIII

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 XXIV

Maternity Leave

Employees will be granted maternity leave upon request for pregnancy and confinement. Request for 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 required absence prior to and for one (1) month after the actual date of birth. Additional time beyond the one (1) 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.

Employees who are without or have exhausted accrued sick leave, vacation or compensatory time will be granted leave of absence without pay to the end of the period of maternity leave or additional leave prescribed above.

Additional leave may be granted for permanent employees, with approval of Civil Service, for a period or periods not to exceed a total of one (1) year from the initial date of maternity leave, upon written request and when accompanied by a doctor's certificate setting forth the need therefor.

Maternity and additional leave shall not be granted beyond one (1) year.

ARTICLE XXV

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 Department of Civil Service for a leave of absence without pay up to a maximum period of one (1) year for an employee elected or appointed to a full-time position with the Association or the State P.B.A. 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.

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

ARTICLE XXVI

Leave for Association Activity

A. The State agrees to provide leaves of absence with pay for delegates of the Association to attend Association activities. A total of 130 days of such leave may be used in the year July 1, 1977 to June 30, 1978 and 130 days during the period July 1, 1978 to June 30, 1979.

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.

B. This leave is to be used exclusively for participation in the monthly delegate meetings of the New Jersey State Policemen's Benevolent Association or for other Association activities for which appropriate approval by the State is required. Such approval will not be unreasonably withheld.

C. Application for the use of such leave on behalf of the delegate or officers of the Local shall be made in writing fourteen (14) days in advance by the Association President to the Office of Employee Relations.

Timely requests for such leave will be approved 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.

Leaves will be granted to individuals authorized by the President. Authorized leave granted to an individual shall not exceed a maximum of twenty (20) days in a year period except where special approval of an exception may be granted by the State.

D. Any leave not utilized in a yearly period shall not be accumulated except where a written request of the Association for carry over of such leave for a particular purpose is made not later than thirty (30) days prior to the end of the year period. This request may be approved in whole or in part by the State.

E. In addition, the State agrees to provide leave of absence without pay for delegates of the Association to attend Association activities approved by the State. A total of 130 days of such leave of absence without pay may be used in the year July 1, 1977 to June 30, 1978 and 130 days of leave of absence without pay during the period July 1, 1978 to June 30, 1979.

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.

ARTICLE XXVII

Hours of Work

A. The work week for each job classification within the unit shall be consistent with its designations 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. 1. NL employees who are specifically assigned or given authorization to work more than eighty (80) hours in any pay period shall accrue all such full hours worked beyond eighty (80) as compensatory time. Of the first one hundred and fifty (150) hours of assigned or authorized compensatory time in a calendar year the employee shall be entitled to not less than eighty (80) percent of such hours to be scheduled as time off. All such assigned or authorized hours beyond one hundred and fifty (150) in any calendar year and without a limit as to maximum shall be scheduled as time off.

Compensatory time accrued under this provision shall be scheduled as time off upon request or as directed when operational circumstances permit. Requests to schedule the use of compensatory time should be made well in advance and are considered to be of lesser priority than vacation or administrative leave requests. Nothing herein shall be construed to limit the exercise of managerial determination with regard to scheduling of such time off except that employees so directed shall be given reasonable notice.

2. When NL employees are assigned or authorized to work and work on any of the holidays prescribed in this Agreement, they shall be granted an alternate holiday. The alternate day shall be scheduled immediately and ordinarily will be within thirty (30) days of the holiday worked unless on an otherwise mutually agreed upon later day except that the thirty (30) day period may be extended because of seasonal high workload in the agency in which the employee is employed. When the hours assigned and worked on a holiday exceed eight (8), the employee shall be credited with compensatory time for all such hours beyond eight (8) on an hour for hour basis in addition to the alternate holiday provided herein. In exception to C. 1. above no compensatory time shall accrue for holidays worked, except for those hours worked beyond eight (8) and those hours shall not be subject to the 80% restriction described in C.1. above.

D. 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.

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

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

G. 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.

H. Where conditions of work permit, a rest period of fifteen (15) minutes shall be provided during each one-half (½) 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.

I. Correction Officers and Senior Correction Officers shall be employed on a normal work schedule of eight (8) hours and twenty-four (24) minutes per day (forty-two (42) hours per five (5) day week). Each officer shall have twenty-four (24) 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. However, it is understood that officers who work at least forty (40) hours in any work week shall be compensated at the premium rate (one and one-half (1½) times) for all of the time accumulated as a result of working the daily twenty-four (24) minutes beyond the basic eight (8) hours in the work shift. It is further understood that this assignment of twenty-four (24) minutes is in exception to the provisions of Article XXVIII, Section B.

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

1. The provisions 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 and the provisions of Article XXVII.

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

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

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

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

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

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

2. An employee who is assigned non-scheduled overtime in excess of fifteen (15) minutes will be guaranteed a minimum of one (1) hour's work. 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 such time worked shall be kept and accumulated as straight time in exception to the provisions of A. Such accumulations may be scheduled on an hour-for-hour basis as compensatory time in units of four (4) hours.

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

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 P.B.A. local president is required to attend previously scheduled SLEU contract negotiations meetings with the State or 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 Association 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.

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

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.

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 assignment/s 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 requesting the change, except that priority is given to the assignment of individual employees as provided in A. 2 above.

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

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

E. When an employee is granted a voluntary reassignment under provisions of B or C above, he shall then be eligible for only one (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.

ARTICLE XXXII

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 and each applicant given consideration as provided in Article XXXI. Nothing herein shall be construed to limit the authority of the State to fill any such position on an immediate basis while applicants are being considered.

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

ARTICLE XXXIII

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 promotional list.

ARTICLE XXXIV

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 the Association 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 six (6) months from the time of notification by the Association. Any dispute as to whether the work is within the job classification of the employee(s) involved may be resolved by appeal to Civil Service where the matter will be heard within twenty-one (21) days and a decision rendered within 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 XXXV

Position Classification Review

The Association may request a reevaluation of a 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 the Association to present its views, and render a written decision.

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

This provision shall not be abused.

ARTICLE XXXVI

Layoff and Recall

A. When it is necessary to layoff employees, the Association shall be notified at once, and the conditions outlined below and the established protections administered by the Department of Civil Service shall be observed.

B. Permanent employees within an organizational unit will not be laid off before any emergency appointments, temporary appointments to temporary extra positions, provisional appointments to permanent positions or employees serving in working test periods within the classification affected. These non-permanent employees will be given 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, reassigning or offering to demote employees to available vacancies.

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

G. The names 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 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 Statutes and Regulations and that the overall system is administered by the Department of Civil Service.

ARTICLE XXXVII

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 the Association shall establish a Joint Safety and Health Committee consisting of three (3) members appointed by each party. Regular quarterly meetings will be scheduled 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. The Association shall supply an agenda when requesting a meeting. Where reasonably possible, all committee meetings shall take place during working hours and employees shall suffer no loss of pay as a result of attendance at such meetings.

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 XXXVIII

Fringe Benefits

A. Health Insurance

1. State Health Benefits Program

a. During the term of this Agreement the State shall continue to provide and to pay the full cost of the current State Health Benefits Program of New Jersey Blue Cross/Blue Shield, which shall be the series "750" plan effective August 1, 1975, including Rider "J", and Major Medical Benefits for all eligible employees in the unit. As defined under the State Health Benefits Program, employees' eligible dependents who are enrolled in the Program shall be covered without cost to the employee.

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

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

2. Health Maintenance Organization

Pursuant to N.J.S.A. 26:2J-1 through 30, employees may opt to receive medical coverage from approved Health Maintenance Organizations, when available, in lieu of the normal coverage under the State Health Benefits Program. Eligibility requirements and administrative procedures are governed by the State Health Benefits Commission. Pursuant to N.J.S.A. 26:2J-1 through 30, ". . .the State shall not. . .make a contribution for any employee greater than the contribution which would otherwise be made to the State Health Benefits Program." Therefore, as determined by the Health Benefits Commission, employees opting to participate in a Health Maintenance Organization will be required to contribute the difference in the cost for such participation.

3. Prescription Drug Program

It is agreed that the State shall continue the Prescription Drug Benefit Program during the period of this Agreement. The Program shall be funded and administered by the State. It shall provide benefits to all eligible unit employees and their eligible dependents. Each prescription required by competent medical authority for Federal legend drugs shall be paid for by the State from funds provided for the Program subject to a deductible provision which shall not exceed \$1.25 per prescription or renewal of such prescription and further subject to specific procedural and administrative rules and regulations which are part of the Program.

Each employee shall be provided with an authorization and identification card, a list of the participating pharmacies in the Program and a brochure describing the details of the Program. It is further agreed that the brochure shall incorporate on its title page the joint State and Association initiative and participation in this Program.

B. 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 coverages provided in the program. The State will provide a payroll deduction procedure whereby authorized monies may be withheld from the earned salary of such employees and remitted to the insurance company.

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

ARTICLE XXXIX

Uniform Allowance

The State agrees to provide a cash payment of \$100.00 for uniform maintenance payable on January 1, 1978 and a cash payment of \$120.00 on January 1, 1979, to all employees in the unit who have attained one (1) year of service as of December 31, 1977 and December 31, 1978.

The State will continue its practice of making initial issues of uniforms to all new employees and will continue its practice of uniform allowances to all employee groups except the Correction Officers and Senior Correction Officers.

In exception to the program outlined herein, Correction Officers and Senior Correction Officers will be granted in lieu of any uniform allowances other than the initial issues, cash payments of \$125.00 in July 1977; \$150.00 in January 1978; \$150.00 in July 1978 and \$175.00 in January 1979.

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.

ARTICLE XL

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 14¢ per mile. Reimbursement for mileage shall be adjusted as of January 1, 1978, to sixteen (16) cents for each reimbursable mile. Such adjustment is subject to the enactment of necessary enabling legislation. 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 in the travel regulations.

ARTICLE XLI

Tuition Refund and Employee Training

A. Tuition Refund

The tuition refund program of the State shall be continued during the term of this Agreement. Further, because of the special interests of employees and the Association, the availability and utilization of the program shall be part of the agenda for subsequent joint meetings to review the administration of this Agreement as provided elsewhere herein. It shall be the policy of the State, together with the Association, to provide information as to the availability of the program to all employees.

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.

ARTICLE XLII

Use of State Facilities

Local Presidents may request use of available space for the storage of papers and files of the P.B.A. 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 Association materials nor any liability for loss or damages which may occur. Further, the P.B.A. 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 XLIII

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 or by subsequent agreement to the parties.

B. 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 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 the Association and, if requested by the Association 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 the Association 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 XLIV

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 the Association 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 XLV

Outside Work Clause

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

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 XLVII

Negotiation Procedures

A. Agreement Reopener

It is understood and agreed in the event that legislation is enacted authorizing the "agency shop" concept for public employees in the State of New Jersey, the State will, upon thirty (30) days' notice, in writing, from the Association, reopen the Agreement for the purpose of negotiations on that subject.

B. Successor Agreement

The parties further agree to enter into collective negotiations concerning a successor Agreement to become effective on or after July 1, 1979, subject to the provision expressed in Article XLVIII, "Term of Agreement".

C. 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 exclusively in an orderly manner in an effort to resolve such impasse.

ARTICLE XLVIII

Term of Agreement

This contract shall become effective on July 1, 1977, and shall remain in full force and effect until June 30, 1979.

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 October 1, 1978 or October 1 of any succeeding year.

ARTICLE XLIX

Complete Agreement

The State and the Association 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 L

Notices

For the purpose of giving notice as provided in Article XLVIII "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 Association through Zazzali, Zazzali and Whipple, Gateway 1, Newark, New Jersey.

MEMORANDUM OF UNDERSTANDING I

Reevaluation

The State agrees to seek a reevaluation of the titles listed below in accordance with the procedures of the Department of Civil Service and to implement any resulting change effective in the first pay period in January 1978.

Campus Police Officer
Conservation Officer
Correction Officer
Cottage Officer
Inspector, ABC
Inspector Recruit, ABC
Interstate Escort Officer
Juvenile Officer Training School for Boys
Marine Police Officer
Motor Vehicles Officer
Patrol Officer
Police Officer
Police Officer PIP
Principal Inspector ABC
Ranger I
Ranger II
Recruit
Senior Correction Officer
Senior Inspector ABC
Senior Interstate Escort Officer
Senior Marine Police Officer
Senior Police Officer
Supervising Inspector ABC
Weights and Measures Inspector I
Weights and Measures Inspector II
Weights and Measures Inspector III

MEMORANDUM OF UNDERSTANDING II

It is understood by the parties that the Dental Plan agreed to in Article XIV of this Agreement establishes the basic components of the plan but that the full details of administration, including open periods of enrollment and/or disenrollment, method of payment or reimbursement, and types of participants identification, are to be formulated prior to submitting the plan to open competitive bidding. It is further agreed that the State shall seek the participation of the Union in the formulation of such details to insure that a full understanding of the plan exists between the parties.

IN WITNESS WHEREOF, the State and the Association have caused this Agreement to be signed by their duly authorized representatives as of this 6th day of June, 1977.

FOR THE STATE OF NEW JERSEY:

FOR THE STATE LAW ENFORCEMENT
CONFERENCE OF THE NEW JERSEY
STATE POLICEMEN'S BENEVOLENT
ASSOCIATION:

Frank P. DeLoe

John R. Keenan

James M. Cassidy, Chairman

Carl D. Allen Local #220

Frank Van Wert Local #91

W. J. O'Connell Local #91

Carroll De Rosa #104

Michael J. Petrucci #104

Harry W. Keller #269

Daniel F. Brown #113

Marino Measetta #264

William J. ... #222

John B. McCann #232

John ... #105, CAMPUS POLICE

John ... #83

Anthony ... #93

Joe ... #105

Robert ... #105

James ... #103

John ... #224

Joseph J. Cucinotta, #224

APPENDIX I

Title	Title
Code	Title
12042	Aeronautical Inspector
32271	Campus Police Officer
32081	Conservation Officer
32651	Correction Officer
32751	Cottage Officer
32991	Inspector ABC
32990	Inspector Recruit ABC
32661	Interstate Escort Officer
32761	Juvenile Officer
32051	Marine Police Officer
31951	Motor Vehicles Officer
32252	Patrol Officer
31881	Police Officer
32352	Police Officer PIP
32993	Principal Inspector ABC
32092	Ranger I
32091	Ranger II
31850	Recruit
32642	Senior Correction Officer
32992	Senior Inspector ABC
32662	Senior Interstate Escort Officer
32052	Senior Marine Police Officer
31882	Senior Police Officer
32994	Supervising Inspector ABC
33083	Weights and Measures Inspector I
33082	Weights and Measures Inspector II
33081	Weights and Measures Inspector III





