

1-5-7  
10-10-77

**CONTRACT**

**THIS BOOK DOES  
NOT CIRCULATE**



**THE STATE OF NEW JERSEY**

**LIBRARY**  
Institute of Management and  
Labor Relations

**APR 2 1979**

**RUTGERS UNIVERSITY**



**COUNCIL NO. 1  
AND ITS AFFILIATED  
LOCALS AND COUNCILS**

**AMERICAN FEDERATION OF  
STATE, COUNTY, AND MUNICIPAL EMPLOYEES,  
AFL-CIO**

**HEALTH, CARE AND REHABILITATION SERVICES UNIT**

**November 13, 1975—June 30, 1977**

## AFSCME CONTRACT

### HEALTH, CARE AND REHABILITATION SERVICES UNIT

ARTICLE	TITLE	PAGE NO.
	Preamble .....	1
I	Recognition and Special Circumstances .....	1
	A. Recognition .....	1
	B. Special Circumstances .....	2
	1. CETA—Comprehensive Employment and Training Act .....	2
	2. Part-time Employees .....	2
II	Management Rights .....	2
III	Civil Service Regulations .....	3
IV	Non-Discrimination .....	3
V	Policy Agreements .....	3
VI	Union Rights .....	4
	A. Dues Deduction .....	4
	B. Agency Shop .....	4
	C. Notification on Employees .....	5
	D. Bulletin Boards and Distribution of Literature .....	5
	E. Access to Premises .....	5
	F. Membership Packets .....	6
	G. Aid to other Unions .....	6
	H. Printing of the Contract .....	6
	I. Union Privileges .....	6
	J. Union Activity with Pay .....	7
	K. Reassignment (For Union Officers and Stewards) .....	7
	L. Union Stewards and Representation Lists .....	7
VII	Grievance Procedure .....	8
	A. Definition of Grievance .....	8
	B. Purpose .....	8
	C. Employee and Union Rights .....	8
	D. General Rules .....	9
	E. Scope of Grievance Procedure .....	9
	F. Procedure .....	9
	G. Filing Time Limits .....	12
	H. Decisions and Appeals .....	12
	I. Grievance Investigation—Time Off .....	13
	J. Grievance Hearings—Time Off .....	13
VIII	Discipline .....	14
IX	Seniority .....	19
X	Salary Program, Special Payment Program and Pay Practices .....	20
	A. Salary Program—Administration .....	20
	B. Special Payment Program .....	20
	C. Pay Practices .....	22
XI	Employee Performance Evaluations— Evaluation Report During Probationary Period .....	22

## AFSCME CONTRACT

### HEALTH, CARE AND REHABILITATION SERVICES UNIT

ARTICLE	TITLE	PAGE NO.
XII	Access to Personnel Folders and Evaluations	24
XIII	Leaves of Absence	24
	A. Administrative Leave	24
	B. Leave of Absence Due to Injury (SLI)	25
	C. Leave of Absence for Union Activity	25
	D. Maternity Leave	26
	E. Military Service Leave	27
	F. Sick Leave	27
	G. Special Leave	28
	H. Vacation Leave	29
XIV	Leave of Absence Without Pay	31
XV	Holidays and Personal Preference Days	31
	A. Holidays	31
	B. Personal Preference Days	32
XVI	Special Time Off	32
XVII	Hours of Work	33
XVIII	Overtime	34
XIX	Scheduling of Overtime	35
XX	Compensatory Time Off	35
XXI	Transfer	36
	A. Definition	36
	B. Transfer Rights	36
XXII	Reassignment	36
	A. Definition	36
	B. Objectives	36
	C. Reassignment Rights	37
	D. Shift Change	37
XXIII	Job Posting	37
XXIV	Promotion	38
XXV	Civil Service Examinations	38
XXVI	Out-of-Title Work	39
XXVII	Position Classification and Evaluation Review	39
XXVIII	Layoff and Recall	39
XXIX	Contracting and Subcontracting of Work	40
XXX	Safety and Health	41
	A. Joint Safety and Health Committee	41
	B. Local Safety Committee	41
	C. Employee Safety	41
XXXI	Retirement Benefits	42
XXXII	Health Benefits	42
XXXIII	Identification Cards	43
XXXIV	Claims Adjustment	43
XXXV	Liability Claims Indemnification	43
XXXVI	Insurance Savings Program	43

## AFSCME CONTRACT

### HEALTH, CARE AND REHABILITATION SERVICES UNIT

ARTICLE	TITLE	PAGE NO.
XXXVII	Meals, Housing, and Parking Practices .....	44
	A. Meals .....	44
	B. Housing .....	44
	C. Parking .....	44
XXXVIII	Travel Regulations .....	44
XXXIX	Tuition Refunds .....	45
XL	Outside Work Clause .....	45
XLI	Preservation of Rights .....	45
XLII	Maintenance of Benefits and Effect of Contract .....	45
	A. Maintenance of Benefits .....	45
	B. Effect of Contract .....	46
XLIII	Legislation Action and Savings Clause .....	46
	A. Legislative Action .....	46
	B. Savings Clause .....	46
XLIV	Term of Contract and Negotiations Procedures .....	47
	A. Term of Contract .....	47
	B. Negotiation Procedures .....	47
XLV	Complete Contract .....	47
XLVI	Notices .....	47



## **PREAMBLE**

A. This Contract dated November 13, 1975 is entered into between the State of New Jersey and the American Federation of State, County, and Municipal Employees, AFL-CIO, (hereinafter referred to as the "Union") on behalf of Council I and its appropriate affiliated locals and other councils.

B. It is the intent and purpose of the parties hereto that this Contract is the complete Contract covering determination of wages, hours of work and other terms and conditions of employment and has as its purpose the promotion of harmonious employee relations between the State and its employees represented by the Union and the establishment of equitable and peaceful procedures for the amicable resolution of all disputes and grievances.

C. This Contract expresses the entire understanding of the parties; and all prior agreements between the parties with respect to the subject matter hereof are hereby cancelled and terminated.

D. The violation by either party of any provision of this Contract shall not render the Contract inoperative.

## **ARTICLE I**

### **RECOGNITION AND SPECIAL CIRCUMSTANCES**

#### **A. Recognition**

1. The State of New Jersey by the Office of Employee Relations in the Governor's Office (hereinafter referred to as the "State") hereby recognizes the Union as the sole collective negotiating agent with respect to wages, hours of work and other terms and conditions of employment for all its employees in the statewide Health, Care and Rehabilitation Services Unit.

2. a. Included are all full time permanent and provisional employees of the State of New Jersey listed in Appendix I and all permanent part-time employees who are regularly scheduled to work twenty (20) or more hours per week and who are included in the classifications listed in Appendix I.

b. Whenever new classifications are created, the State shall provide the Union notice of such new classifications. The State will then assign to such classifications a unit designation, if appropriate. The State will notify the Union of any such designation to this bargaining unit thirty (30) days prior to the effective date of amending the listing referred to in 2.a. above.

If requested in writing, the State will discuss such designation with the Union. In the event the parties cannot reach agreement following such discussions, the dispute may only be submitted to the Public Employment Relations Commission for resolution consistent with its rules and regulations.

c. In the event that a bargaining unit employee is reclassified, promoted or otherwise is moved to an excluded classification as designated in Article 1, A, Section 3, such employee will no longer be covered by the

terms of this Contract.

3. Excluded are:

- a. Managerial Executives
- b. Supervisors
- c. Policemen
- d. Employees represented in other certified bargaining units.
- e. Classifications within the Department of Higher Education except those in the State College System.
- f. All other employees of the State of New Jersey not included within the statewide Health, Care and Rehabilitation Services Unit.

**B. Special Circumstances**

1. Comprehensive Employment and Training Act (CETA)

a. 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 Contract 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 Contract which would otherwise be operable.

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

2. Part-Time Employees

The inclusion of certain part-time employees within the bargaining unit and under this Contract shall not be construed to alter or expand the eligibility of part-time employees for coverage by any State program relating to terms and conditions of employment. Where such part-time employees are eligible for State programs or coverage under provisions of this Contract, appropriate prorrations will be made in accord with their part-time status.

## ARTICLE II

### MANAGEMENT RIGHTS

The State, its several departments and subordinate functions retain and may exercise all rights, powers, duties, authority and responsibilities conferred upon and invested 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 Contract between the State and the Union, all such rights, powers, authority, prerogatives of management and responsibility to promulgate and enforce reasonable rules and regulations governing the conduct and the activities of employees are retained by the State.

## **ARTICLE III**

### **CIVIL SERVICE REGULATIONS**

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

## **ARTICLE IV**

### **NON-DISCRIMINATION**

A. The State and the Union agree that the provisions of the Contract shall be applied equally to all employees and there shall be no discrimination as to age, sex, marital status, race, color, creed, national origin or political affiliation.

B. The State agrees not to interfere with the rights of employees to become members of the Union. There shall be no discrimination by the State or any of its representatives against any employee because of Union membership or because of any employee activity permissible under law or this Contract in an official capacity on behalf of the Union, or for any other cause.

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

D. All references in this Contract to employees of the male gender are used for convenience only and shall be construed to include both male and female employees.

## **ARTICLE V**

### **POLICY AGREEMENTS**

A. The Union will not engage in or support any strike, work stoppage, slowdown, or other job action.

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

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

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

1. Said committee meetings shall be some time during the second week of March, June, September and December. These meetings are not intended to bypass the grievance procedure or to be considered collective negotiation meetings, but are intended as a means of fostering good em-



ployee relations through 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 Union may attend such quarterly meetings and, if such meetings are held during duty hours, shall be granted time to attend without loss of pay.

## **ARTICLE VI**

### **UNION RIGHTS**

#### **A. Dues Deduction**

1. The State agrees to deduct from the regular pay of employees included in this bargaining unit, the membership dues for the American Federation of State, County, and Municipal Employees, AFL-CIO, provided a dues deduction card supplied by the Union which conforms to State requirements and signed by the employee is submitted to the responsible payroll clerk. On receipt of the form, the payroll clerk shall forward it within three (3) working days to the centralized payroll section, Department of the Treasury. Dues deductions will be reflected in the paycheck for the current pay period, provided the form is received in centralized payroll at least seven (7) calendar days prior to the end of the pay period. If violations of these time frames are brought to the attention of the State, the State will review the matter and attempt to solve the problems prospectively.

2. Dues deductions for any employee in this bargaining unit shall be limited to AFSCME, the duly certified majority representative. Employees shall be eligible to withdraw such authorization only as of July 1 of each year provided the notice of withdrawal is filed timely with the responsible payroll clerk. Existing written authorization for dues deductions to an employee organization other than AFSCME must be terminated within sixty (60) days of the date of this Contract or within sixty (60) days after the effective date of the enabling legislation provided for in paragraph 6. below, whichever is later.

3. Dues so deducted by the State shall be transmitted to the designated union official of the American Federation of State, County, and Municipal Employees, AFL-CIO.

4. The Union shall certify to the State the amount of Union dues and shall notify the State of any change in dues structure thirty (30) days in advance of the requested date of such change. The change shall be reflected in payroll deduction at the earliest time after the receipt of the request.

5. Whenever an employee's dues deduction is discontinued, the Union shall be provided with the State's reason for the discontinuation.

6. Paragraph 2 of this provision shall become effective only after the necessary enabling legislation is enacted.

#### **B. Agency Shop**

It is understood and agreed in the event that legislation is enacted autho-

rizing the "agency shop" concept for public employees in the State of New Jersey, the State will, upon thirty (30) days' notice, meet with the Union and reopen the Contract for the purpose of negotiations on such subject.

### **C. Notification on Employees**

The State agrees to provide to the Union on a semi-annual basis a complete up-to-date listing of all employees covered by this Contract. Such listing shall include the employee's job classification and address as it appears on the records of the State. The Union shall disclose such information only to its officials and representatives whose duties require access to such information.

### **D. Bulletin Boards and Distribution of Literature**

1. The State agrees to furnish a suitable share of existing bulletin boards in convenient places in general working areas to be used exclusively by the Union. The space provided shall be approximately 30 x 30 inches.

2. If the Union 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 Union 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 Union shall not post election campaign materials. Postings shall be signed by an authorized representative of the Union or the organizational origin shall be set forth.

4. Any material which an authorized representative of the Office of Employee Relations alleges to be in violation of this Contract shall be promptly removed by the Union. The matter may then immediately be initiated as a Step 2 grievance for resolution by the Union or submitted to the Office of Employee Relations.

5. The State will provide space in central locations where Union literature, which is consistent with the provisions of 3. above or which is otherwise approved by the State, may be placed so that employees may pick up copies.

### **E. Access to Premises**

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

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

3. Such Union officials shall also have the opportunity to consult with employees before the start of the work shift, during lunch or breaks, or after completion of the work shift. The State will designate appropriate places for such consultations.

## **F. Membership Packets**

The Union may supply membership packets which contain information for distribution to new employees, including the role of the Union, the membership application and a copy of this Contract, as well as other material mutually agreed to by the State and the Union. The State agrees to distribute such membership packets to new employees during the initial phase of employment.

## **G. Aid to Other Unions**

The State agrees there will be no aid, promotion, or financing of any other labor group or organization which purports to engage in collective negotiations with the State or its designated representatives for any purpose for employees covered by this Contract and that payroll deduction of dues for any such organization shall be permitted for employees covered by this Contract only as specified in Article VI, Section A (Dues Deduction).

## **H. Printing of Contract**

This Contract shall be reproduced in sufficient quantities so that distribution may be made to each employee in this bargaining unit, to each employee hired in this unit during the term of this Contract, to the Union for additional reserve copies and to the State so that copies are available for its management representatives involved in the administration of and training for this Contract. The Contract shall be of handbook size and the cover shall be AFSCME green in color and include the State Seal and the Union insignia. The cost of printing of this Contract shall be borne by the State.

## **I. Union Privileges**

The following privileges shall be made available to the Union, provided they are not abused and subject to all pertinent rules and regulations of the State:

1. When telephone messages for Union Officers, Executive Board members or Shop Stewards are received, the message will be delivered to the Steward at the earliest possible time.
2. Where there are public address systems in the work areas, the Union may submit notices of meetings or calls for Union Representatives which will be announced.
3. Where the Union has mail to be delivered to its Officers, Executive Board members or Shop Stewards, the inter-office mail system will be made available, provided that priority is retained for the business of the State.
4. The Union shall be allowed to conduct normal business meetings on State properties, provided that space is available, requests are made and approved at least one week in advance of the proposed date of use and that liability for the damages, care and maintenance and any costs which are attendant thereto are borne by the Union. Employees may attend such meetings only during off duty hours.

5. Where the State has a newsletter or house organ which is published periodically for the information of employees, announcements of Union meetings or affairs will be included if requested by the Union, provided such announcements are consistent with the editorial practices in effect.

6. Local Presidents may request use of available space for the storage of papers and files of the AFSCME local. Provision 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 Union materials nor any liability for loss or damages which may occur. Further, the Union 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.

#### **J. Union Activity With Pay**

1. The State agrees that during working hours, on its premises and without loss of pay, properly designated and mutually agreed upon Union Stewards and Union representatives shall be allowed to:

(a) represent employees in the bargaining unit at grievance proceedings,

(b) submit Union notices for posting,

(c) attend negotiating meetings if designated as a member of the negotiating team; one (1) per local Union to a maximum total of sixteen (16) members,

(d) attend scheduled meetings with the State and its representatives concerning the application of the Contract.

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

#### **K. Reassignment (For Union Officers and Stewards)**

1. The State and the Union recognize that Union Officers and Stewards have in their relationship to their jobs a need for continuity in the assigned shift and location which exceeds that of other fellow employees. It is agreed, therefore, that these Union Officers and Stewards will not be routinely reassigned.

2. Union Officers and Stewards shall not be reassigned, unless special circumstances warrant it. This provision will not be used unreasonably or arbitrarily.

#### **L. Union Stewards and Representation Lists**

##### **1. Union Stewards**

The Union has the sole right and discretion to designate Stewards and specify their respective responsibilities and authority to act for the Union. The State reserves to its discretion the extension of privileges to limited numbers of such Stewards, as agreed upon with the Union.

## 2. Representation Lists

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

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

# ARTICLE VII

## GRIEVANCE PROCEDURE

### A. Definition of Grievance

A "Grievance" is:

1. a claimed breach, misinterpretation, or improper application of the terms of this Contract (hereafter referred to as contractual); or
2. a claimed violation, misinterpretation or misapplication of rules or regulations, existing policy, or orders, applicable to the agency or Department which employs the grievant affecting the terms and conditions of employment (hereafter referred to as non-contractual).

### B. Purpose

The purpose of this procedure is to assure, at the lowest possible level, prompt and equitable solutions of problems arising from the administration of this Contract, or other conditions of employment, by providing an exclusive vehicle for the settlement of employee grievances.

### C. Employee and Union Rights

1. Employees are entitled to use this grievance procedure and to be represented by the Union upon request in accordance with the provisions hereof. They shall not be coerced, intimidated or suffer any reprisal as a direct or indirect result of such use.

2. The local union's decision to request the movement of any grievance at any step or to settle the grievance at any step shall be final as to the interests of the grievant and the Union. The decision to submit a grievance to arbitration or to represent an employee before Civil Service shall be made exclusively by the Executive Director, Council #1, and nothing herein shall be construed as compelling the Union to submit a grievance to arbitration or to Civil Service.

3. Witnesses who appear at any step as provided in this procedure may be examined or cross-examined by the State or Union representative.

4. 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 three, provided that such matter is within the jurisdiction of the Civil Service Commission.

Nothing herein shall be construed to require the Commission to review any such matter.

5. The Union representative shall be notified of any scheduled grievance hearing.

6. A copy of the decision of the State at each step shall be provided to the Union representative involved, or in the case of A.2 grievances, processed without Union representation, then to the designated Union representative.

7. The Union, through the local president or the council representative or their designee, may initiate an A.1 grievance at step two of this procedure.

8. Where an individual grievant initiates an A.1 grievance, such grievance shall only be processed through Union representation.

#### **D. General Rules**

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

2. Reference by name or title or otherwise in this Contract 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 Contract.

3. Grievance resolutions or decisions at steps 1 through 3 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 Union Executive Director or his designee.

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

5. No adjustments of any grievance shall impose retroactivity beyond the date on which the grievance was initiated or the eighteen (18) days provided in G.1 except that payroll errors and related matters shall be corrected to date of error.

6. At steps two and beyond in the grievance procedure, witnesses may be heard and pertinent records received.

#### **E. Scope of 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 specifically provided for elsewhere in this Contract.

2. Any claim of unjust discipline against an employee shall be processed in accordance with the provisions of Article VIII of this Contract.

#### **F. Procedure**

##### **1. Informal Discussion**

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

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

## 2. Presentation Guidelines

a. All 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 Contract, if any, which the grievant claims have been violated. A group grievance initiated by the Union may be presented on the above form, or where appropriate, in another format provided by the Union provided that the grievance is fully set forth in writing and contains all relevant information.

b. 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 Union representative(s) and one of the affected grievants designated by the Union. A group grievance may only be initiated by the Union.

c. 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.

### d. Grievance Steps

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

#### **Step One**

In the event the matter is not resolved informally, the grievant may submit his grievance in writing to the designated supervisor who shall hear the grievant. The grievant may be represented by the Union Steward, or his designee, who is an employee. 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 five (5) working days to the next step.

#### **Step Two**

If the grievance is not satisfactorily resolved at step one, an appeal may be made to the highest operational management representative. He or his designee shall hear the grievance. The appeal shall be accompanied by the decisions at the preceding levels and any written record that has been part of the preceding hearings. The grievant may be represented by the Union's Local Steward and/or the Local President and/or the Council Representative. Should a grievance not be satisfactorily resolved, or should the em-

ployer not respond within the prescribed time periods, either after initial receipt of the grievance or after a hearing, the grievance may be appealed within five (5) working days to the next step.

### **Step Three**

If the grievance is not satisfactorily resolved at step two, an appeal may be made to the department head or his designee. The appeal shall be accompanied by the decisions at the preceding levels and any written record that has been part of the preceding hearings. The grievant may be represented by the Union's Local Steward and the Local President and/or the Council Representative.

If the decision involves a non-contractual grievance, the decision of the Department head or his designee shall be final and a copy of the decision shall be forwarded to the Union; however, the grievant who has filed a grievance involving a matter as defined in A.2 may request the grievance to be reviewed by the Civil Service Commission in accordance with Section C.4 above.

### **e. Step Four—Arbitration**

(1) In the event that the grievance has not been satisfactorily resolved at step three, and the grievance involves an alleged violation of the Contract as described in the definition of a grievance in A.1 above, then a request for arbitration may be brought only by the Union through its designee within fifteen (15) calendar days from the day the Union received the step three decision, by mailing a written request for arbitration by certified or registered mail 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 and copies of the original grievance.

(2) Within thirty (30) days of the execution of the Contract, the parties shall mutually agree upon a panel of three (3) arbitrators. Each member of the panel shall serve in turn as the sole arbitrator for a given case except that when circumstances appear to warrant and the parties mutually agree, the designated arbitrator shall hear any number of grievances which are appropriate at one sitting. 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 Contract or laws of the State, or any written policy of State or sub-division thereof consistent with this Contract or to determine any dispute involving the exercise of a management function which is within the authority of the State, as set forth in Article II, Management Rights, and shall confine his decision solely to the interpretation and



application of this Contract. 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 Contract. 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 Contract, provided such remedy is permitted by law and is consistent with the terms of this Contract. The arbitrator shall have no authority to prescribe a monetary award as a penalty for a violation of this Contract. 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, except as provided in J.

(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.

#### **G. Filing Time Limits**

1. A grievance must be filed initially within eighteen (18) calendar days from the date on which the act which is the subject of the grievance occurred or eighteen (18) 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.

#### **H. Decisions and Appeals**

1. Decisions after a scheduled hearing shall be rendered in writing to the grievant and to the Union 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 step 1 and 2 and fifteen (15) days after the conclusion of the hearing at step 3, whichever is later:

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

2. The State representative at any hearing shall, upon request, inform the grievant of the name and position of the next higher level of management to whom an appeal may be presented.

3. 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.

4. 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.

#### **I. Grievance Investigation – Time Off**

When a grievance has been formally submitted in writing and the Union represents the grievant, and where the Union Steward or other representative Officer requires time to investigate such grievance to achieve an understanding of the specific work problem during working hours, the Steward or Officer will be granted permission and reasonable time, to a limit of one (1) hour, to investigate without loss of pay. It is understood that the supervisor shall schedule such time release, providing the work responsibilities of the Steward or Officer and of any 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 the circumstances warrant an exception to this limit. Where a Union Steward serves a mutually agreed upon grievance district encompassing two or more geographically separated work locations and where the circumstances require it, a maximum of two (2) hours may be authorized for any appropriate investigation of grievances.

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

#### **J. Grievance Hearings – Time Off**

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

## ARTICLE VIII

### DISCIPLINE

A. The terms of this Article shall apply to permanent classified employees. Unclassified, provisional or probationary (probationary employees meaning employees serving their working test period) employees shall only be covered where such is specifically provided for.

B. Discipline of an employee shall be imposed only for just cause.

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 other operational judgment of the State shall not be construed to be discipline.

C. Just cause for discipline up to and including dismissal from service shall include those causes set forth in N.J.A.C. 4:1-16.9. This list of causes set forth in N.J.A.C. 4:1-16.9 is not exclusive and disciplinary action may be taken for any 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.

E. The name of any employee who is notified of suspension or dismissal pursuant to paragraph D shall be transmitted to the Union as soon as is feasible and not to exceed forty eight (48) hours after such notice.

F. Any appeal relating to the involved disciplinary matter must be filed by the employee within ten (10) calendar days of notice of discipline to the employee involved. The Department Head, or his designee, who shall not be an individual who was personally involved in the facts of the dispute will convene a hearing within twenty (20) calendar days after receipt of such disciplinary appeal and shall render a written decision within twenty (20) calendar days from the date of the completion of the hearing. The employee may be represented at such hearing by the Steward or the Local President and/or the Executive Director of the Union or his designee. The decision rendered shall be final except where the disciplinary action involves a penalty as set forth in paragraph G or M below. Where the matter involves a disciplinary penalty other than those set forth in G below, the Civil Service Department may review the matter if timely presented and requested in accordance with its discretionary jurisdiction.

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

1. Suspension of more than five (5) days at one time;
2. Suspensions or fines more than three (3) times or for an aggregate of more than fifteen (15) days in one calendar year;
3. Demotion;

4. Discharge;

then,

a. The Union may appeal the disciplinary action through the disciplinary arbitration process as herein provided; or

b. The individual may request or petition the Civil Service Commission for a hearing which request pursuant to Civil Service Rules 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 Union 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 appropriate representation. The election of this procedure 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 Union through its Executive Director, by mailing a written request for disciplinary arbitration by certified or registered mail to the Director of the Office of Employee Relations, which must be postmarked within 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 appeal, the notice of discipline and any written decisions rendered concerning the matter.

I. Within thirty (30) days of the execution of this Contract, the parties shall mutually agree upon a panel of not less than five (5) 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.

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 Contract 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 imposed or adjust such penalty as appropriate to the circumstances, in accordance with this Contract; however, 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 any or part of an imposed suspension or reduction in grade or period that the employee was dismissed from service. Should the arbitrator's award provide reinstatement with back pay, 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 back pay 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 paragraph M, 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.

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, except as provided in M.

#### K. General Provisions

1. The burden of proof in disciplinary proceedings involving penalties as set forth in G.1 shall be upon the State.

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 Union only as a witness or as an advisor during any subsequent interrogation of the employee concerning such charge. No recording of such procedure shall be made without notification to the employee and there shall be no presumption of guilt. The employee and/or the Union, if present, may request and receive a copy of such recording. Where an employee is interrogated during the course of a formal 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 Union, 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 lawful rights of the employee shall not be violated.

4. An employee shall not be disciplined for acts which occurred more than one year prior to the service of the notice of discipline except for

those acts which would constitute a crime. The employee's whole record of employment, however, may be considered with respect to the appropriateness of the penalty to be imposed.

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

(b) The Union recognizes the State's right and obligation to impose and implement disciplinary suspensions and the parties agree that prior to implementation of suspensions of not more than five (5) days as a matter of general practice and intent and, where in the judgment of the State such suspension is not directed at the immediate need to maintain safety, order or effective direction of work assignments, such suspensions will not be implemented until after a three (3) day period of notification within which time, the Union, representing the involved employee, may undertake informal discussion with an appropriate level of management.

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.

M. Special Procedure for Review and Arbitration of Suspensions of One through Five Days.

1. There is hereby established, on a trial basis, a Joint Union Management Panel consisting of one person selected by the State and one person selected by the Union and a third party neutral mutually selected by the parties. Each panel member shall serve on an ad hoc or other basis. The purpose of this panel is to review appeals from Departmental determinations upholding disciplinary suspensions of one (1) through five (5) days, excepting unclassified, provisional or probationary employees.

2. In order for a disciplinary appeal from the Union to be considered by the panel, a written notice of appeal must be filed with the Department or Agency Head or designee who issued the decision upholding the disciplinary action. Such notice must be filed within ten (10) days of the issuance of such decision. The Department or Agency Head or designee will promptly forward a copy of such notice to the Office of Employee Relations and the

Union, together with a copy of the decision and any other documents that have been made a part of the record of the matter.

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

4. The panel considerations shall be based upon the Department Head or designee's decision and any documents that have been made a part of the record of the matter before such Department Head or designee. The State and Union panel members shall discuss each matter on the agenda and with the assistance of the neutral panel member, attempt to jointly resolve the appeal. Where the State and Union panel members agree, the appeal shall be dismissed or upheld, or the involved penalty may be reduced. Where the State and Union panel do not agree as to the disposition of the appeal, the neutral panel member will determine whether the matter raises issues which may warrant submission to arbitration. In the event the neutral determines that the matter does not raise issues which may warrant submission to arbitration, such determination shall be final and the matter closed.

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

6. In the event the neutral determines that a matter raises issues which may warrant submission to arbitration, the Union may elect to appeal the matter to disciplinary arbitration pursuant to paragraph H, I and J above. In such case the fifteen (15) calendar day period referred to in paragraph H for the submission of written notice of appeal to disciplinary arbitration shall run from the date of receipt of the neutral panel member's determination. The neutral panel member may not serve as the arbitrator for any matter which has been submitted to the panel.

7. The State agrees to assume the cost of the panel participation of the neutral member provided that where the cost exceeds \$200.00 in any one month, the parties shall share the excess cost equally. Where the parties mutually agree to hold a panel meeting with less than ten (10) cases on the agenda, the parties shall share the entire cost of the neutral equally.

8. This trial program may be terminated by either party upon forty-five (45) days' written notice to the other party. In the event of such termination, suspensions of one (1) through five (5) days may be appealed to arbitration under the provisions of paragraph H, I and J, without panel consideration.

## ARTICLE IX

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

H. 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 the administration of this Contract. 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 X

### **SALARY PROGRAM, SPECIAL PAYMENT PROGRAM AND PAY PRACTICES**

#### **A. Salary Program — Administration**

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

1. A system of position classifications with appropriate position descriptions.
2. A salary range with specific minimum and maximum rates and intermediate incremental steps therein for each position.
3. The authority, method and procedures to effect modification 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.

#### **B. Special Payment Program**

It is agreed that during the term of this Contract, July 1, 1975 — June 30, 1977, 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. Normal merit increments shall be paid to all employees eligible for such increments within the policies of the State Compensation Plan during the fiscal year 1975-1976 with retroactivity, where appropriate, to the employee's anniversary date.

2. 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 for the fiscal year July 1, 1975 through June 30, 1976:

- (a) Each full time employee with one year or more of service as of July 1, 1975 shall be entitled to a one time cash payment if currently employed on the date of such payment. Such payment shall not constitute a modification of the State Compensation Plan. Each employee who is earning a base salary rate, exclusive of overtime, of \$12,000 per year or less shall receive a cash payment of \$250.00. Each employee who is earning a base salary rate, exclusive of overtime, of more than \$12,000 shall receive a cash payment of \$125.00. Employees who have at least six (6) months of service but less than a full year of service as of July 1, 1975 shall receive one-half of one of the cash payments as outlined above depending on their base salary exclusive of overtime.

- (b) Employees serving in class titles for which the salary ranges have been truncated as a result of the assigned minimum annual authorized hiring rates of \$6360 for a 40 hour workweek, \$5874 for 37½ or NL workweek, or \$5565 for a 35 hour workweek, who are at the maximum step in their respective salary ranges and who are otherwise eligible for a normal merit incre-

ment, shall receive cash payments equal to the value of an increment applied from their respective anniversary dates, with retroactivity where warranted, to the end of the fiscal year. These cash payments, which shall be one quarter of the annual value of the normal merit increment, shall be made to employees then currently employed upon completion of each quarter year of eligibility. Employees who have been at the maximum step of these truncated salary ranges for longer than one full year at the beginning of the fiscal year shall be eligible for the four (4) quarterly payments provided herein. No employee shall be entitled to more than four (4) quarterly payments and no eligibility for such payments shall accrue beyond the fourth quarter of this fiscal year. These cash payments shall not constitute an addition to the base salary of the employees affected nor shall they be construed to be a modification of the State Compensation Plan. Since monies for such program are currently available, this program shall be implemented as soon as practicable.

(c) Each employee who will have completed a full year of service on or before January 1, 1976, and who is currently employed on the date of payment, shall receive a cash clothing maintenance allowance of \$50.00.

(d) Permanent part-time employees in the unit shall be entitled to one-half of the one time cash payment described in (a) above and under the conditions set forth therein. Eligibility shall be determined by annualizing their base salaries. Sections (b) and (c) above and Section B3 below shall not apply to part-time employees.

3. The Joint Welfare Program shall be continued during the remainder of the fiscal year 1975-1976, and the State shall provide any necessary funds to maintain the current benefit programs.

4. Subject to the State Legislature enacting an appropriation of funds for these specific purposes, the State agrees to provide the following benefits during the fiscal year 1976-1977 effective at the time stated or, if later, within a reasonable time after enactment of the appropriation:

(a) There shall be seven (7) percent increase across the board for all employees effective in the first pay period of the fiscal year 1976-1977. The State Compensation Plan salary schedules shall be adjusted in accordance with established procedures to incorporate the increase for each step of each salary range. Each employee shall receive the increase by remaining at the step in the range occupied prior to this adjustment.

(b) Normal merit increments shall be paid to all employees eligible for such increments within the policies of the State Compensation Plan.

(c) The Joint Welfare Plan shall be continued for the remainder of the Contract and the State shall provide any necessary funds to maintain the current benefit programs provided for these employees.

(d) Each employee who will have completed a full year of service on or before July 1, 1976 shall receive a cash clothing maintenance allowance of \$50.00.

(e) After application of the modification of the salary structure as provided in (a) above, the State shall adjust its minimum annual salaries

through the normal procedures within the State Compensation Plan to reflect an improvement in the minimum annual salaries as shown below:

	<b>From</b>	<b>To</b>
35 hour week	\$5,565	\$6,000
40 hour week	\$6,360	\$6,800
NL work week	\$5,874	\$6,300

(f) Part time employees are ineligible for the benefits provided in paragraphs (c), (d) and (e) above.

To achieve implementation of the agreements made above, subject to the availability of funds appropriated by the Legislature for those specific purposes, the State shall seek introduction of appropriate funding measures to provide the monies provided for both fiscal years.

### **C. Pay Practices**

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

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

## **ARTICLE XI**

### **EMPLOYEE PERFORMANCE EVALUATIONS**

A. 1. The State will maintain a performance evaluation system (EPEIS) for all employees except those in trainee status, covered by this Contract. The system will include a formal process whereby the employee and his designated supervisor mutually formulate performance and improvement goals and work standards appropriate to the job performed which shall be the basis for measuring the employee's performance during a rating period.

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

B. 1. There shall be a written evaluation and rating of each employee completed annually which shall be the basis for granting a normal merit increment to eligible employees, if such is provided for in the Salary Program Article of this Contract. More frequent evaluations may be made where circumstances such as promotion, changes of the supervisor or other reasons may warrant. In such cases, the annual rating shall be a function of all such evaluations. No performance elements older than one (1) year shall be included in the then current performance evaluation.

2. Employees who are eligible and whose performance is satisfactory shall be granted a normal merit increment, if such is provided for in the Salary Program Article of this Contract.

C. At least every six (6) months, the employer shall have a conference with the employee in connection with performance evaluation and improvement goals and work standards. A written record of such conference shall be provided to the employee.

D. 1. Where the performance of an employee is unsatisfactory, the designated supervisor will confer with such employee not less frequently than every three (3) months and shall set forth the deficiencies and improvement goals required to achieve satisfactory or better performance. A record of such conferences shall be made and a copy given to the employee and at the request of the employee a copy shall be made available to the Union.

2. Where there is a disagreement between the employee and his supervisor on a performance evaluation, the employee may have a Union representative discuss such disagreement with the supervisor.

E. 1. Where the normal merit 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 will be granted effective on any of the three quarterly action dates which follow the anniversary date of the employee, and subsequent to the improved performance and rating which justifies such action. The determination by a supervisor to recommend the reinstatement of a merit increment as provided herein shall not be grievable.

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

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

G. 1. The State will use a variety of communications media, which may include booklets, pamphlets, publications, letters and announcements, to keep employees informed on the current status of the Employee Performance Evaluation and Improvement System. All new employees at the time of hire shall receive an orientation booklet describing the objectives of the evaluation system. Such material will be distributed to employees through their appropriate personnel function. Additional copies of such communications shall be supplied to the Union at its request.

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

H. Evaluation Report During Probationary Period (Working Test Period)

During the normal probationary period of four (4) months, the employee will be advised of his progress, in writing, at the end of the second and third months. During the fourth month, the employee shall be advised as to

whether he has successfully completed the required probationary period or if the probationary period is to be extended. If the probationary period is extended to a maximum of six (6) months, the employee will be advised of his progress at the end of the fifth month.

## **ARTICLE XII**

### **ACCESS TO PERSONNEL FOLDERS AND EVALUATIONS**

A. Each employee shall, if he requests, be given an opportunity to review any evaluation of his work performance or conduct prepared during the term of this Contract and included in his permanent personnel folder. He may file a written response to such materials and, if requested, such response will be attached to and retained with the particular instrument concerned.

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

C. No document of anonymous origin shall be used against any employee.

D. Copies of any written documents specifically related to discipline or the work performance of an employee which are relied upon by the State during any disciplinary proceeding, grievance hearing or in any final evaluation report rendered under the EPEIS Program will be given to the employee upon his request.

## **ARTICLE XIII**

### **LEAVES OF ABSENCE**

#### **A. Administrative Leave**

1. Full time employees covered by this Contract shall be entitled to three (3) days of administrative leave of absence with pay in each calendar year.

Administrative leave may be used for (1) emergencies, (2) observation of religious or other days of celebration but not holidays, (3) personal business or (4) other personal affairs.

2. A newly hired full time employee 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.

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

4. Priority in granting such requests shall be (a) emergencies, (b) observation of religious or other days of celebration but not holidays as specified in this Contract, (c) personal business, (d) 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 Section 3. Administrative leave may be scheduled in units of one-half (½) day, or multiples thereof and may be taken in conjunction with other types of paid leave.

5. Such leave credit shall not accumulate beyond the calendar year in which it was earned.

6. Permanent part time employees, who are included in this bargaining unit, shall be entitled to administrative leave on a proportionate basis to a maximum of one and one-half (1½) days per calendar year. Newly hired part-time employees shall be granted one-half (½) day of administrative leave after each second full calendar month of employment to a maximum of one and one-half (1½) days during the remainder of the calendar year in which he is employed. Such leave shall be granted in multiples of one-half (½) day only.

#### **B. Leave of Absence Due to Injury (SLI)**

1. An employee covered by this Contract who is disabled because of a job-related injury or disease shall, upon appropriate recommendation and approval by the Civil Service Department, be granted a leave of absence with pay. Contingent upon the availability of departmental funds legally usable for this purpose, such approved leave may be granted with full pay, with reduced pay, or with full pay for a certain period and reduced pay thereafter.

2. 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.

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

4. This program shall be administered without discrimination.

#### **C. Leave of Absence for Union Activity**

1. The State agrees to provide leaves of absence with pay for delegates of the Union to attend Union activities. A total of 375 days of such leave may be used in the period October 1, 1975 to June 30, 1976; and 500 days during the period July 1, 1976 to June 30, 1977.

2. a. This leave is to be used exclusively for participation in the Statewide AFSCME Annual Convention, the State AFL-CIO Annual Convention, the Annual Industrial Union Convention, the Bi-Annual AFSCME National Convention, for other regularly scheduled meetings or conventions of labor organizations with which the Union is affiliated or for Union field services.

b. The Union shall request in writing approval from the Office of Employee Relations to use such leave. Such request must specify the type

of union activity for which each leave is sought and the maximum number of leave days to be utilized.

c. Application for the use of such leave on behalf of an individual or individuals shall be made in writing eighteen (18) days in advance by the Executive Director, Council #1, to the Department Head, or his designee. Granting of such leave to an employee shall not be unreasonably withheld.

3. Leave will be granted to individuals authorized by the Executive Director of the Union, but shall be limited to a maximum of twenty (20) days of paid leave in each yearly period and seven (7) days of paid leave for any single conference or convention for any individual employee except where special approval of an exception may be granted by the Governor's Office of Employee Relations.

4. Any leave not utilized in a yearly period shall not be accumulated except where a written request for approval by the Union to carry over such leave for a specific purpose is made not later than thirty (30) days prior to the end of the yearly period.

5. In addition, the State agrees to provide leave of absence without pay for delegates of the Union to attend Union activities approved by the State. A total of 375 days of such leave of absence without pay may be used in the period October 1, 1975 to June 30, 1976 and 500 days during the period July 1, 1976 to June 30, 1977. This additional leave of absence without pay is to be used under the same conditions and restrictions specified in connection with the leaves of absence with pay.

#### **D. Maternity Leave**

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

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

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

certificate setting forth the need therefor.

4. Any requests for additional leaves of absence without pay for an employee who is unable to return to work because of continuing illness and inability to perform her job may be submitted to the appointing authority in accordance with the provisions for a request for leave of absence without pay provided for in this Contract.

#### **E. Military Service Leave**

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

#### **F. Sick Leave**

1. All full-time employees covered by this Contract and eligible for sick leave with pay shall be entitled to the use of sick leave as provided herein.

2. Sick Leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease. Sick leave may also be used for short periods because of death in employee's immediate family or for the attendance of the employee upon a member of the immediate family who is seriously ill, or whose spouse is hospitalized due to pregnancy.

3. a. During the remainder of the calendar year in which a full time employee is first appointed, he will accumulate sick leave privileges as earned on the basis of one (1) day per month of service or major fraction thereof.

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

4. a. In all cases of illness, whether of short or long term, the employee is required to notify his supervisor of the reason for absence at the earliest possible time but in no event less than one hour before his usual reporting time. If special circumstances require any other notification time, management and the Union will work the problem out and establish the notification time. Failure to report absences in accordance with 4.a. or abuse of sick leave privileges on the part of any employee may be cause for disciplinary action.

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

5. To the extent that the following is consistent with Civil Service Regulations, the following shall apply:



a. Verification of illness by a physician may be required where there is a suspicion of abuse or misuse of the sick leave program.

b. In all circumstances where an employee is absent on sick leave for five (5) or more consecutive working days submission of verification of an illness by a physician is required to substantiate the use of sick leave.

c. Where verification of sick leave by a physician is required, such verification need not be completed on any special form, provided that the information supplied is adequate and complete.

#### 6. Death in Family

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 may be extended at the discretion of the appointing authority.

7. Employees shall not be charged for sick leave on a non-working day.

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

9. When sick leave balances are exhausted, vacation and administrative leave balances may be utilized for absences due to illness upon request of the employee.

10. Sick leave may be requested while an employee is on vacation and requires such leave as provided in the vacation leave article of this Contract.

11. All permanent part-time employees covered by this Contract shall accrue sick leave credit on a proportionate basis.

#### 12. Unused Sick Leave — Retirement

Subject to the provisions of N.J.S.A. 11:14-9 and Rules and Regulations promulgated thereunder, a permanent employee who 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 shall be entitled to receive supplemental compensation for such earned and unused accumulated sick leave.

The supplemental compensation to be paid shall be computed at the rate of one-half of the eligible employee's daily rate of pay for each day of earned and unused accumulated sick leave based upon the average annual compensation received during the last year of his employment prior to the effective date of his retirement, provided, however, that no such supplemental compensation payment shall exceed \$12,000.00. This supplemental compensation shall be paid in a lump sum after the effective date of retirement or as may be elected by the employee deferred for one (1) year.

### **G. Special Leave**

1. An employee shall be granted necessary time off without loss of pay when he is summoned and performs jury duty as prescribed and required

by applicable law; or when required to perform emergency civilian duty in relation to national defense or other emergency when so ordered by the Governor or the President of the United States.

2. 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, he shall be granted necessary time off without loss of pay if such appearance is during his scheduled work shift. Where his appearance is during a shift period, immediately contiguous to his scheduled shift, he shall be granted compensatory time equal to the hours required for such duty.

3. 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.

4. 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.

#### **H. Vacation Leave**

1. All full-time employees covered by this Contract shall be entitled to vacation leave with pay as provided herein:

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

b. Twelve (12) working days of vacation from one (1) to five (5) years of service.

c. Fifteen (15) working days of vacation from six (6) to twelve (12) years of service.

d. Twenty (20) working days of vacation from thirteen (13) to twenty (20) years of service.

e. Twenty-five (25) working days of vacation after the twentieth (20) year of service.

2. a. It is understood that the current program to schedule vacation time in effect at each institution or agency will be continued. Each program shall provide for each employee to submit vacation requests for the current calendar year between March 1 and March 15 of each year. Each employee shall be notified whether the request has been granted no later than April 15 of each year. However, requests for vacation to be taken prior to April 15 will be submitted on December 1 of the preceding year. An employee shall be given a response as soon as possible but no later than within three (3) weeks. Conflicts concerning choice of dates when scheduling vacations will be resolved within the work unit on the basis of State seniority. If the State intends to make changes, it would negotiate such changes, if they are mandatory subjects of negotiation in accordance with N.J.S.A. 34:13A-1 et seq. and as determined by the Public Employment Relations Commission.

b. Where the vacation schedule is established but there is need to adjust the schedule due to unforeseen pressure of work or an emergency after voluntary changes are made, the employees named and required to

make a change will be in inverse order of their State seniority except that consideration will be given to a substantial commitment made by the employee involved.

3. a. Vacation leave is credited in advance at the beginning of the calendar year in anticipation of continued employment for the full year and may be used on the basis and in accordance with established State policy. Vacation allowance must be taken during the current calendar year at such time as permitted or directed by the Department Head unless the Department Head determines it cannot be taken because of pressure of work. An employee may request a maximum of one year of earned vacation allowance be carried forward into the next succeeding year. The request shall be made in writing to the appropriate appointing authority and may be approved for good reason.

b. Where an employee has an earned vacation balance which has not been previously scheduled as of October 1, the supervisor will meet with the employee to determine a schedule of such vacation time so that no accrued vacation time will be lost.

4. 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.

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

6. In the event the State of New Jersey enacts legislation granting additional vacation benefits to employees of the State, such additional vacation benefit will be made available to members of the Unit.

7. When the vacation allowance for an employee changes based on his years of service during any calendar year, the additional annual allowance will be given for the entire year.

8. All permanent part-time employees who are included in this bargaining unit shall accrue vacation leave credit on a proportionate basis.

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

#### 10. Sick Leave While on Vacation

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 the 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. No sick leave will be credited unless supporting medical evidence verifying the illness or injury is presented.

## **ARTICLE XIV**

### **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 year by the appointing authority with the approval of the Department of Civil Service. Further leave in exceptional situations may be granted by the appointing authority with the approval of the Department of Civil Service, where it is in the public interest.

B. The appointing authority shall request approval from the Department of Civil Service for a leave of absence without pay up to a maximum period of one year for an employee elected or appointed to a full-time position with the International Union, the Local Union, or the AFL-CIO. Such leave may be renewed on an annual basis as the term of office of such position requires to a total period not exceeding four (4) years. Each such renewal is subject to approval by the Department of Civil Service.

## **ARTICLE XV**

### **HOLIDAYS AND PERSONAL PREFERENCE DAYS**

#### **A. Holidays**

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

- New Year's Day
- Martin Luther King's Birthday  
(January 15th)
- 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.

2. The celebration of Christmas Day 1976, New Year's Day 1977, and Martin Luther King's Birthday 1977, each of which fall on Saturday, shall be

on the date of the holiday except for employees working for agencies of the State which are not scheduled for normal operations on those dates. In such situations, the agencies involved shall celebrate each of those holidays specified above on the prior Friday.

3. In no case is it intended that any employee will be granted more than one holiday for each holiday.

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

### **B. Personal Preference Days**

1. 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 on the same basis as if it were a holiday worked including the premium pay.

2. 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. Requests received after January may be considered if the scheduling needs of the work unit are satisfied.

3. The personal preference program shall be implemented only at such time as the State's Rules and Regulations are modified to be consistent with all of the conditions contained herein.

## **ARTICLE XVI**

### **SPECIAL TIME OFF**

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

## ARTICLE XVII

### HOURS OF WORK

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

B. 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. Employees shall be given maximum possible notice but no less than seventy-two (72) hours notice of any stated starting and quitting time change, except in an emergency.

C. An employee whose scheduled days off are changed shall be given maximum advance notice which normally will be at least one week and which shall not be less than seventy-two (72) hours, except in the case of an emergency. Should such advance notice not be given, an employee affected shall not be deprived of the opportunity to work the regularly scheduled number of hours in his work week. The use of a notification period of less than seventy-two (72) hours shall not be abused.

D. Work schedules shall provide for a fifteen (15) minute rest period during each one-half ( $\frac{1}{2}$ ) shift. Employees who are required to work beyond their regular quitting time into the next shift shall receive a fifteen (15) minute rest period when the period of work beyond their regular shift exceeds two (2) hours.

E. Generally, 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 compensated for the actual hours worked. He shall be guaranteed a minimum of two (2) hours compensation whether or not the two (2) hours are worked, except when the end of the call-in period coincides with the beginning of his regular shift.

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

G. Hours of work for "NL" employees may be adjusted by the responsible agency official in keeping with existing regulations and procedures. Provisions concerning Overtime and section B, and E, of this Article do not apply to "NL" employees.

H. 1. Whenever an employee is delayed in reporting for a scheduled work assignment, he shall endeavor to contact his supervisor in advance, if possible. An employee who has a reasonable excuse and is less than fifteen (15) minutes late is not to be reduced in salary or denied the opportunity to work the balance of his scheduled shift and he shall not be disciplined except where there is evidence of repetition or neglect. A record of such lateness shall be maintained and in the case of abuse may be charged against any compensatory time accrual or vacation balances. An employee may choose to use either of these balances or alternatively to be reduced in salary.

2. Lateness beyond the fifteen (15) minute period above shall be

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

3. 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 excused absence will alternatively be without pay.

4. 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.

## **ARTICLE XVIII**

### **OVERTIME**

A. 1. Overtime will accrue and compensation will be made in compliance with the Civil Service Rules and Regulations and Personnel Manual. Employees will be compensated at the rate of time and one half for overtime hours accrued in excess of the designated work week. These compensation credits shall be taken in compensatory time or in cash except that the payment of cash for overtime shall be mandated for employees determined to be covered by the Fair Labor Standards Act as that act applies to them.

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

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

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

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

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

B. 1. The State will give advance notice of all scheduled overtime to each employee concerned. Such scheduled overtime will be assigned minimally in units of one hour and in hourly or half hourly increments thereafter when such overtime is to be performed contiguously to the employee's scheduled work shift. When overtime is scheduled not contiguously 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 hour's work.

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

## **ARTICLE XIX**

### **SCHEDULING OF OVERTIME**

A. It is agreed that overtime work shall be shared by all employees in an occupational classification within any work unit without discrimination. The opportunity to work overtime shall be extended to each employee on a rotational basis provided the employee is capable of performing the work.

B. Each employee is expected to be available for a reasonable amount of overtime work. An employee who refuses an overtime assignment with a reasonable excuse will not be subjected to disciplinary action.

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

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

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

D. Lists showing the rotational order of each employee and the total overtime worked and refused by each employee shall be maintained in the work unit. Such lists shall be made available for inspection on request to Union officers, stewards and employees concerned.

## **ARTICLE XX**

### **COMPENSATORY TIME OFF**

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

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

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

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



day or vacation schedules.

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

D. 1. An employee may be required to take compensatory time off in keeping with the needs within the unit.

2. An employee may request the use of this compensatory time off which shall be scheduled with the immediate supervisor in keeping with the needs within the work unit.

3. Whenever compensatory time off is to be scheduled, reasonable advance notice for the request or requirement will be given.

## ARTICLE XXI

### TRANSFER

#### A. Definition:

Transfer is the movement of a permanent employee within his job classification from one organizational unit or Department to another organizational unit or Department.

#### B. Transfer Rights:

An employee may submit a request for transfer through his personnel office to the personnel office of the institution or agency to which the employee desires to be transferred. When accepted for transfer, the request for transfer shall not be unreasonably withheld by the institution wherein he is employed.

Upon any transfer of a permanent employee, all administrative leave, sick leave and vacation leave balances shall be transferred with the employee. Where a transfer of an employee is not agreed to and as a result the employee resigns to accept employment at another institution, without a break in service, that employee shall not involuntarily be reduced in salary or lose leave benefits.

## ARTICLE XXII

### REASSIGNMENT

#### A. Definition

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

#### B. Objectives

Reassignment 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.

### **C. Reassignment Rights**

1. Employees within the work or organizational unit who have responded to the job posting for permanent reassignment (reassignment for more than six (6) months) shall be reassigned in the order of job classification seniority unless the reassignment objectives would not be met.

2. If no employee under C.1. is selected or if there are no requests submitted, the employee with the least job classification seniority of all the affected employees deemed qualified shall be reassigned.

3. Where temporary reassignments are made because of staff absences, such reassignments will be distributed equitably among the employees affected, on a rotational basis in the inverse order of job classification seniority, except in an emergency. When temporary reassignments are made to achieve any of the objectives in Section B, job classification seniority shall not apply.

4. When an employee's request for reassignment has been granted, he shall be eligible for one additional reassignment under the provisions of Section C.1. above, within the succeeding twelve (12) month period.

5. An employee may have two (2) requests for reassignment on record at any one time.

### **D. Shift Change**

For purposes of this Contract, shift changes shall be considered as reassignments. An employee whose shift is changed shall be given maximum advance notice which normally will be at least one week and which shall not be less than forty-eight (48) hours, except in the case of an emergency. Should such advance notice not be given, an employee affected shall not be deprived of the opportunity to work the regularly scheduled number of hours in his work week. The use of a notification period of less than forty-eight (48) hours shall not be abused.

## **ARTICLE XXIII**

### **JOB POSTING**

A. Reassignment and promotional opportunities within the organizational unit shall be posted prominently for seven (7) calendar days. The posting shall include the classification, the salary range with the authorized hiring rate, if any, a description of the job, any required qualifications, the shift assignment, and the procedure to be followed by employees interested in applying.

B. A copy of each notice posted will be forwarded to the appropriate Local Union Officer.

C. The appointing authority will post prominently for seven (7) calendar days the name of the individual selected under the above procedure for the promotion and reassignment.

## **ARTICLE XXIV**

### **PROMOTION**

Promotion qualifications and procedures for permanent classified employees are governed by the Department of Civil Service pursuant to statute and Rules and Regulations promulgated thereunder.

Promotion means the advancement of an employee to a job classification at a higher salary range.

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

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

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

D. In appointments to non-competitive positions for which examinations are not required:

1. The appointing authority shall make such appointments on the basis of employee State seniority among the employees who are fully qualified;

2. Where no employees are fully qualified as in paragraph D.1. contingent appointments may be made from a group of employees most nearly qualified and who may fully qualify with a minimum of additional training (up to three (3) weeks on the job) on the basis of seniority. Such contingent appointments may be extended for an additional two (2) weeks of on-the-job training at the discretion of the employer. Employees who fail to qualify after such training will be returned to their permanent position.

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

## **ARTICLE XXV**

### **CIVIL SERVICE EXAMINATIONS**

Employees who are scheduled to take open competitive examinations for titles within this bargaining unit or promotional examinations administered by the Civil Service Department of the State of New Jersey for positions in the State service shall be granted time off with pay to take such examinations if they are scheduled during the work shift of the employee. Such privileges may not be abused.

## **ARTICLE XXVI**

### **OUT-OF-TITLE WORK**

The State and the Union agree that 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 shall be avoided. Instances of such out-of-title work identified by the Union and formally brought to the attention of the State shall be corrected immediately or by phasing out such assignments at the earliest possible time which shall in any case be no later than five (5) months from the time of notification by the Union. Any dispute as to whether the work is within the job classification of the employee(s) involved may be resolved by appeal to Civil Service where the matter will be heard within twenty-one (21) days and a decision rendered within ten (10) days of that hearing. Any dispute concerning the phasing out period will be resolved through the grievance procedure, initiated at Step 3.

## **ARTICLE XXVII**

### **POSITION CLASSIFICATION AND EVALUATION REVIEW**

The Union may request a re-evaluation of a position (job classification), on the basis of job content change only. The State will review a request and will re-evaluate the position, provide an opportunity for the Union to present its views, and render a written decision.

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

Members of the bargaining unit shall be allowed to process requests for reclassification in accordance with applicable Civil Service Rules and Regulations. The Union shall receive notification of such requests and determinations of same, as mutually agreed upon.

## **ARTICLE XXVIII**

### **LAYOFF AND RECALL**

A. When it is necessary to lay off employees, the Union shall be notified at once, and shall meet with the State, 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 employees 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 name of the permanent employee who is laid off shall be placed on a special reemployment list. Persons on such a list will be given preferential consideration over any other type of applicant for appointment to the job classification or equated job classification and no new employee shall be hired until all employees on 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 re-employment 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 or equated job classification must report for reinstatement or be considered to have abandoned his recall rights.

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

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. 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 XXIX**

### **CONTRACTING AND SUBCONTRACTING OF WORK**

It is recognized and agreed that the Union and the State share an interest in protecting the opportunity for continuing employment for employees covered by this Contract. Therefore, if during the term of this Contract, the State contracts out or subcontracts work normally performed by these employees, each employee affected will be given every priority available to

continue employment within his or her classification or in any other position available for which the employee is qualified, prior to layoff or similar action. Any employee thus affected will be protected by the layoff and recall provisions of this Contract.

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

## **ARTICLE XXX**

### **SAFETY AND HEALTH**

#### **A. Joint Safety and Health Committee**

The State and the Union agree to establish a Joint Safety and Health Committee, consisting of three (3) members appointed by each party.

The purpose of the committee is to make recommendations to Departmental and State government management concerning the improvement or modification of conditions which represent hazards to employees, dependent residents of institutions and to property of the State. This group will review the recommendations of safety committees from local institutions as well as other pertinent data or information which is available.

Regular meetings will be scheduled as required.

#### **B. Local Safety Committee**

A safety committee shall function at each institution. The Union shall appoint three (3) members to the committee. This committee shall meet regularly as required to discuss safety and health problems or hazards and programs of accident prevention and safety information programs, and to reach agreements and develop specific measures, methods, repairs or changes required to eliminate hazardous conditions.

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

The committee will establish its procedural guidelines including their functions and the rotation of the chairmanship and schedule of meetings. Reports and recommendations of the committee will be directed to the appointing authority and the Joint Committee above.

#### **C. Employee Safety**

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

Employees shall not be required to work where conditions exist which violate safety rules and regulations of the State.

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

An employee whose work is temporarily eliminated as a result of the above may be assigned to other work of which he is capable on an interim basis.

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

Each employee will maintain reasonable standards of personal hygiene and cleanliness in accordance with the requirements of his job.

## **ARTICLE XXXI**

### **RETIREMENT BENEFITS**

The State is a participant in the Public Employees Retirement System. Eligibility for participation by employees and retirement benefits are governed by statute and Rules and Regulations promulgated thereunder and administered exclusively by the New Jersey Division of Pensions. Upon request to the appointing authority, the Union and any employee in this bargaining unit shall be provided with a written description of the PERS Program as outlined by the Division of Pensions.

## **ARTICLE XXXII**

### **HEALTH BENEFITS**

A. The State Health Benefits Program is applicable to employees covered by this Contract.

1. The State Health Benefits Program includes Blue Cross/Blue Shield (Rider J) and Major Medical Coverage. The cost of such coverage is paid by the State for eligible employees and dependents. Effective August 1, 1975, the Program incorporates the Blue Shield "Series 750" plan relating to surgical fee schedules. By February 1, 1976, employees will be issued Blue Cross/Blue Shield identification cards reflecting eligibility for the "Series 750" plan. Eligibility requirements and administrative procedures are governed exclusively by the State Health Benefits Commission.

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

In those instances where the leave of absence (or an extension of such leave) without pay is for a period of more than 90 days, the employee may still prepay Health Benefits premiums for the next 90 days of the approved leave of absence following the period of 90 days paid for by the State as provided in the paragraph above.

B. Pursuant to N.J.S.A. 26:2J-1 et seq., 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 exclusively by the State Health Benefits Commission. Under the applicable law, 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. Employees opting to participate in a Health Maintenance Organization will be required to contribute the difference in the cost for such participation.

## **ARTICLE XXXIII**

### **IDENTIFICATION CARDS**

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

## **ARTICLE XXXIV**

### **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.

## **ARTICLE XXXV**

### **LIABILITY CLAIMS INDEMNIFICATION**

All employees covered by this Contract 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 XXXVI**

### **INSURANCE SAVINGS PROGRAM**

All employees in the bargaining unit shall have the opportunity to voluntarily purchase various insurance policies on a group participation basis subject to any condition imposed by the insurer. 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 and to the Union.



## **ARTICLE XXXVII**

### **MEALS, HOUSING AND PARKING PRACTICES**

#### **A. Meals**

1. Resident or non-resident employees shall have the option of purchasing all, none, or any number of meals per day on a monthly basis as contracted for on a voluntary basis with the exception of Food Service personnel who will be required to take at least one meal per day unless excused for valid medical reasons.

2. When employees are required to work non-scheduled or emergency overtime beyond their normal work hours for three (3) or more consecutive hours, a free meal shall be allowed during off duty time providing the kitchen facilities are available. However, this provision shall not apply to the situation when an employee is required to work scheduled overtime. When no free meal is authorized during such overtime, the employee may purchase and consume a meal during off duty time if available within the limitations of the institution at the established rates.

3. Employees who are to be on vacation or other leave of absence for a period of two weeks or longer may upon one week advance request suspend their meal contract for that period and charges will not be made for the suspended time.

#### **B. Housing**

The Union shall be allowed to designate one representative to attend institution housing committee meetings to represent the views of the Union on the matters being considered.

#### **C. Parking**

Wherever parking facilities are provided by the State, the proper use of such facilities by employees in the Health, Care and Rehabilitation Services Unit shall be without cost to the employee.

## **ARTICLE XXXVIII**

### **TRAVEL REGULATIONS**

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. 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.

## **ARTICLE XXXIX**

### **TUITION REFUNDS**

It is agreed that the tuition aid program will be continued and an employee who participates in a tuition aid program for job related training approved by the appointing authority and Civil Service shall be reimbursed for such tuition provided sufficient funds are available for this program. Programs will be described in detail and notices of scholarships and the financial assistance available thereunder will be provided to the Union.

## **ARTICLE XL**

### **OUTSIDE WORK CLAUSE**

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.

Outside employment shall not conflict with rulings of the Ethical Standards Commission.

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

## **ARTICLE XLI**

### **PRESERVATION OF RIGHTS**

Notwithstanding any other provision of this Contract, 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 Contract.

## **ARTICLE XLII**

### **MAINTENANCE OF BENEFITS AND EFFECT OF CONTRACT**

#### **A. Maintenance of Benefits**

The fringe benefits, which are substantially uniform in their application to employees in the unit, and which are currently provided to those employees, such as the Health Benefits Program, the Life Insurance Program and their

like, shall remain in effect without diminution during the term of this Contract unless modified herein or by subsequent agreement of the parties.

#### **B. Effect of Contract**

Regulatory policies initiated by the various institutions and agencies where these employees are working which have the effect of work rules governing the conditions of employment within the institution or agency and which conflict with any provision of this Contract shall be considered to be modified consistent with the terms of this Contract, provided that if the State changes or intends to make changes which have the effect of eliminating such terms and conditions of employment, the State will notify the Union and, if requested by the Union within ten (10) days of such notice or of such change or 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 Union 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.

### **ARTICLE XLIII**

#### **LEGISLATIVE ACTION AND SAVINGS CLAUSE**

##### **A. Legislative Action**

1. If any provisions of this Contract require legislative action, 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 Contract which has the effect of improving the fringe benefits otherwise available to eligible employees in this unit, this Contract shall not be construed as a limitation on their eligibility for such improvements.

##### **B. Savings Clause**

If any provision of this Contract 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 Contract shall be deemed amended or nullified to conform to such law. The other provisions of the Contract shall not be affected thereby and shall continue in full force and effect.

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

## **ARTICLE XLIV**

### **TERM OF CONTRACT AND NEGOTIATION PROCEDURES**

#### **A. Term of Contract**

This Contract shall become effective on the date when the Union presents written certification of proper ratification to the State and shall remain in full force and effect until June 30, 1977. The certification shall be effective if delivered to the State within thirty (30) days of the signing of the Contract.

The Contract shall be renewed from year to year thereafter unless either party shall give written notice of its desire to terminate, modify or amend the Contract. Such notice shall be by certified mail prior to October 1, 1976 or October 1 of any succeeding year.

#### **B. Negotiation Procedures**

1. The parties agree to enter into collective negotiations concerning a successor Contract to become effective on or after July 1, 1977, subject to the provision above.

2. The parties also agree to negotiate in good faith on all matters 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 XLV**

### **COMPLETE CONTRACT**

The State and the Union acknowledge this to be their complete Contract, except as may be added hereto by particular reference in memorandum of understanding predating the date of signing of this Contract, 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. 1968 and Ch. 123, L. 1974 and as amended) are acknowledged and not waived.

## **ARTICLE XLVI**

### **NOTICES**

For the purpose of giving notice as provided in Article XLIV Term of Contract, the State may be notified through the Director, Office of Employee Relations, Governor's Office, State House, Trenton, New Jersey; and the Union through the Executive Director, Council No. 1, American Federation of State, County, and Municipal Employees, 690 Whitehead Road, Trenton, New Jersey.

IN WITNESS WHEREOF, the State and the Union have caused this Contract to be signed by their duly authorized representatives as of this 13th day of November, 1975.

For the State of New Jersey:

DeWitt Hanson  
Marilyn C. Lilly  
David Zaleski  
George Kambis

For the American Federation of State,  
County, and Municipal Employees,  
AFL-CIO, Council No. 1:

Alfred A. Seuf  
Shirley D. Dwyer  
Betty Brown 2221  
Robert Mitchell 2209  
Jasper Charles 2216  
Wynne Thorne 2215  
Bladys Bellignin 2210  
Lynne J. Brown 2218  
John J. Allen 2214  
Cheryl Ann Kendall 2217  
Shirley Platt 2220  
Ann Marie 2222 pm  
Clifford Hasty 2217  
Josephine Castle 2218  
Emma Brand - 2211  
Bob Hubbard - 2208



**APPENDIX I**  
**HEALTH, CARE AND REHABILITATION SERVICES UNIT**

<b>Title Code</b>	<b>Title</b>
62523	Aide Commission for the Blind
44623	Baker
40942	Barber
44633	Butcher
64843	Community Employment Service Aide
64844	Community Employment Service Worker
44643	Cook — 12 months
44642	Cook — 10 months
44111	Cottage Service Worker
04133	Cottage Supervisor I
04140	Cottage Training Technician Trainee
04143	Cottage Training Technician
32743	Cottage Worker
60942	Day Care Aide
60944	Day Care Center Technician
60931	Day Care Center Worker Trainee Youth and Family Services
60932	Day Care Center Worker Youth and Family Services
01031	Dental Aide
01035	Dental Assistant I
01032	Dental Assistant II
01034	Dental Hygienist
01044	Dental Mechanic
44704	Dining Halls Supervisor
63044	Drug Abuse Assistant
62670	Educational Aide, Commission for the Blind
62671	Educational Assistant, Commission for the Blind
44701	Food Service Worker — 12 months
44700	Food Service Worker — 10 months
40923	Hairdresser
62843	Health Aide
62840	Health Aide Trainee
62051	Income Maintenance Technician
03845	Inhalation Therapist
04112	Institutional Attendant
04113	Institutional Charge Attendant
40623	Institutional Trade Instructor I
40643	Institutional Trade Instructor I — State Use
40624	Institutional Trade Instructor 2
63111	Juvenile Officer, School of Adolescent Drug Abuse
32681	Medical Security Officer
03851	Operating Room Technician

<b>Title Code</b>	<b>Title</b>
61844	Parole Aide
03844	Practical Nurse
62134	Principal Social Service Aide
04122	Program Aide (A. Harry Moore School) 10 months
03834	Psychiatric Technician
62031	Quality Control Reviewer
03541	Recreation Aide
03542	Recreation Assistant
03550	Recreation Trainee
65340	Rehabilitation Aide
04125	Residence Supervisor I, School for the Deaf
04124	Residence Supervisor 2, School for the Deaf
04123	Residence Supervisor 3, School for the Deaf
61943	Residential Center Worker
04172	Residential Services Supervisor I (10 months)
04171	Residential Services Supervisor II (10 months)
60933	Senior Day Care Center Worker Youth and Family Services
44702	Senior Food Service Worker — 12 months
44703	Senior Food Service Worker — 10 months
62133	Senior Social Service Aide
64833	Services Aide Labor and Industry
64830	Services Aide Trainee Labor and Industry
62132	Social Service Aide
62130	Social Service Aide Trainee
40924	Teacher Beauty Culture
03640	Therapy Aide
03642	Therapy Program Assistant
63613	Training Assistant
63861	Training Assistant, Public Services Careers
62543	Vocational Aide, Commission for the Blind
62544	Vocational Assistant, Commission for the Blind
62144	Welfare Aide
66002	Youth Worker
66001	Youth Worker Trainee



